

Regular Council Meeting Agenda

Date: Tuesday, May 11, 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

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| 2. Public Council Meeting - April 27, 2021 - 3425 11th Concession | 14 - 16 |
| 3. Public Council Meeting - April 27, 2021 - ZBA Housekeeping Amendment | 17 - 19 |

H. Delegations

I. Communications - For Information

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| 3. Town of Shelbourne dated April 27, 2021
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J. Communications - Action Required

K. Committee Minutes

L. Reports

1. Planning & Building Services

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| a. | PBS-2021-20 Site Plan Control Agreement-1230839 Ontario Limited/Brouillette Manor Nursing Home - 11900 Brouillette Court | 52 - 89 |
| b. | PBS-2021-21 Site Plan Control Agreement - Demeter Developments Inc. - 11941 Tecumseh Road | 90 - 124 |
| c. | PBS-2021-22 Financial Incentive Program Grant Application - Tecumseh Road Main Street Community Improvement Plan - Demeter Developments Inc. - 11941 Tecumseh Road - Development Charges Grant Program | 125 - 138 |
| d. | PBS-2021-23 Financial Incentive Program Grant Application - Tecumseh Road Main Street Community Improvement Plan - Demeter Developments Inc. - 11941 Tecumseh Road | 139 - 151 |

2. Public Works & Environmental Services

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| a. | PWES-2021-19 2020 Bridge and Culvert Needs Study | 152 - 161 |
| b. | PWES-2021-22 Manning Road Pump Station, Fish Pond Inlet Erosion Repair - Tender Award | 162 - 168 |
| c. | PWES-2021-24 Larviciding for the 2021 West Nile Program | 169 - 178 |

M. By-Laws

1.	By-Law 2021-32	179 - 180
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Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh

(Removal of Holding Zone Symbol "H", affecting a 1.2 hectare portion of a 1.9 hectare parcel of land located between Brouillette Court and County Road 22, approximately 100 metres west of Shawnee Road, 11900 Brouillette Court)

2.	By-Law 2021-33	181 - 183
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Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (0.47 hectare property situated on the west side of the 11th Concession Road, approximately 120 metres south of its intersection with County Road 42, Parts 1-4, 12R-25489)

3.	By-Law 2021-34	184 - 210
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Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings Inc.

4. By-Law 2021-35 211 - 237

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings (II) Inc.

5. By-law 2021-36 238 - 264

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings (III) Inc.

N. Unfinished Business

1. May 11, 2021 265 - 267

O. New Business

P. Motions

1. Motion - Paramedics Week Banner 268 - 268

This motion is brought forward by Councillor Rick Toniai.

2. Confirmatory By-law 2021-37 269 - 270

Q. Notices of Motion

R. Next Meeting

Tuesday May 25, 2021

5:00 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

S. Adjournment

Regular Meeting of Council

Minutes

Date: Tuesday, April 27, 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 Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

B. Order

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

C. Report Out of Closed Meeting

An electronic In-Camera Personnel Committee meeting was held earlier this evening at 4:30 pm, which was closed to the public under Section 239 (2)(d) of the Municipal Act, 2001 which permits a meeting, or part of a meeting, to be closed to the public when the subject matter being considered is labour relations or employee negotiations.

At the meeting, Council gave direction on negotiations with CUPE Locals 702.1, 702.2 and 702.3 (Full Time Outside and Inside Workers and Part Time Inside Workers) for new collective agreements.

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 - April 13, 2021

2. Special Council Meeting - April 8, 2021 - Riverside Trail

3. Public Council Meeting - March 30, 2021 - Briday Development

Motion: RCM - 127/21

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That the Tuesday, April 13, 2021 minutes of the Regular Council Meeting, as amended, the April 8, 2021 minutes of the Special Council meeting on Riverside Trail, and the March 30, 2021 minutes of the Public Council Meeting on the Briday Development, as were duplicated and delivered to the members, **be adopted**.

Carried

H. Supplementary Agenda Adoption

Motion: RCM - 128/21

Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

That the supplementary Communications - Action Required item from the Ministry of Municipal Affairs and Housing dated April 27, 2021, regarding how to strengthen accountability for municipal council members, **be approved**.

Carried

I. Delegations

There are no delegations presented to Council.

J. Communications - For Information

- 1. Township of Lake of Bays dated April 7, 2021**
Re: Colour Coded Capacity Limits
- 2. Township of Zorra dated April 8, 2021**
Re: Joint and Several Liability
- 3. Town of Caledon dated March 31, 2021**
Re: Ontario Fire College
- 4. Township of Essa dated April 9, 2021**
Re: Bill 257, Supporting Broadband and Infrastructure Expansion Act, 2021, Schedule 3
- 5. City of Kitchener dated March 31, 2021**
Re: Planning Act Timelines
- 6. Township of Georgian Bay dated April 12, 2021**
Re: Planning Act Timelines
- 7. Township of The Archipelago dated April 9, 2021**
Re: Road Management on Invasive Phragmites
- 8. Township of Springwater dated April 16, 2021**
Re: Clean Fuels Standard
- 9. Town of Caledon dated March 31, 2021**
Re: Three - Digit Suicide Prevention Hotline
- 10. Town of LaSalle dated March 30, 2021**
Re: Three - Digit Suicide Prevention Hotline
- 11. County of Essex dated April 14, 2021**
Re: Three - Digit Suicide Prevention Hotline
- 12. Town of Plympton-Wyoming dated April 20, 2021**
Re: Three - Digit Suicide Prevention Hotline
- 13. Municipality of Chatham-Kent dated April 13, 2021**
Re: Healthy Professional News Media
- 14. Town of Cochrane dated April 21, 2021**
Re: Support for Fire Departments

15. Town of Cochrane dated April 21, 2021

Re: Support for Fire Departments

16. Municipality of Calvin dated April 13, 2021

Re: Carbon Tax for Primary Agricultural Producers

17. CN Rail dated April 21, 2021

Re: Prefiling Notice of Intent with Surface Transportation Board

Motion: RCM - 129/21

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That Communications - For Information 1 through 17 as listed on the Tuesday, April 27, 2021 Regular Council Agenda, **be received**.

Carried

K. Communications - Action Required

1. Ministry of Municipal Affairs and Housing dated April 27, 2021

Re: An invitation from Minister Clark

Motion: RCM - 130/21

Moved by Councillor Rick Tonial

Seconded by Deputy Mayor Joe Bachetti

That Councillor Tania Jobin **be appointed** to attend the June 8, 2021 session with the Associate Member for Children and Women's Issues to provide input on the Ontario Government's consultation on how to strengthen accountability for municipal council members; and that the member appointed be registered prior to May 6, 2021.

Carried

L. Committee Minutes

1. Court of Revision - April 13, 2021 - Curtis Drain

Motion: RCM - 131/21

Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

That the Tuesday, April 13, 2021 minutes of the Court of Revision - Curtis Drain as were duplicated and delivered to the members, **be adopted**.

Carried

2. Court of Revision - April 13, 2021 - Dawson Drain

Motion: RCM - 132/21

Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

That the Tuesday, April 13, 2021 minutes of the Court of Revision - Dawson Drain as were duplicated and delivered to the members, **be adopted**.

Carried

3. Police Services Board - April 8, 2021

Motion: RCM - 133/21

Moved by Councillor Rick Tonial

Seconded by Deputy Mayor Joe Bachetti

That the Thursday, April 8, 2021 minutes of the Police Services Board as were duplicated and delivered to the members, **be accepted**.

Carried

M. Reports

1. Chief Administrative Officer

a. CAO-2021-06 COVID-19 Update on Services and Staff Hours

Motion: RCM - 134/21

Moved by Councillor Tania Jobin

Seconded by Councillor Andrew Dowie

That Report CAO-2021-06 COVID-19 Update on Services and Staff Hours, **be received**.

Carried

b. CAO-2021-07 Municipal Insurance Trends

Motion: RCM - 135/21

Moved by Councillor Bill Altenhof

Seconded by Councillor Rick Tonial

That Report CAO-2021-07 Municipal Insurance Trends, **be received**.

Carried

2. Information & Communication Services

- a. ICS-2021-02 Tecumseh Rural Broadband Advisory Committee

Motion: RCM - 136/21

Moved by Councillor Tania Jobin

Seconded by Councillor Andrew Dowie

That Report ICS-2021-02 entitled “Rural Broadband Advisory Committee”, **be received**;

And that the striking of a Rural Broadband Advisory Committee (Committee) as set out in this report and in accordance with the attached Terms of Reference, **be approved**;

And further that a Notice of Call **be issued** for Applications for the Committee;

And furthermore that the notice **be posted** on the Town’s website, Facebook and Twitter page, and advertised in the local media;

And furthermore over that consideration for applications **be reviewed** at the Council Meeting to be held on June 8, 2021.

And Furthermore over that Councillors Jobin and Houston **be appointed** as the Council representatives on the Committee.

Carried

3. Public Works & Environmental Services

- a. PWES-2021-18 Amendment to Drainage Assessment Schedules for Works Completed under Section 78 of the Drainage Act in 2020 – Dawson Drain and Lachance Drain

Motion: RCM - 137/21

Moved by Councillor Rick Tonial

Seconded by Councillor Bill Altenhof

That Report PWES-2021-18 entitled “Amendment to Drainage Assessment Schedules for Works Completed under Section 78 of the Drainage Act in 2020 – Dawson Drain and Lachance Drain”, **be received**.

And that By-law 2021-29 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the Dawson Drain, approved by By-Law No. 2019-22, **be given** first, second, third and final reading.

And further that By-law 2021-30 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the Lachance Drain, approved by By-Law 2019-42, **be given** first, second, third and final reading.

Carried

- b. PWES-2021-21 - LAS Sewer and Water Line Warranty Program Service Line Warranties of Canada Inc. Agreement Renewal Term

Motion: RCM - 138/21

Moved by Councillor Andrew Dowie

Seconded by Councillor Tania Jobin

That notice **be provided** to Service Line Warranties of Canada Inc. that the Town intends to allow the 'Renewal Term' within section 3(a) of the Agreement to commence, whereby the Agreement will automatically renew for one additional year starting September 27, 2021.

Carried

N. By-Laws

1. By-Law 2021-29

Being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the Dawson Drain

2. By-Law 2021-30

Being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the Lachance Drain

Motion: RCM - 139/21

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

That By-law 2021-29 being a Capital Drain Levying By-law to provide for the collection of construction drainage assessments for the Dawson drain.

That By-law 2021-30 being a Capital Drain Levying By-law to provide for the collection of construction drainage assessments for the Lachance drain.

Be given first and second reading.

Carried

Motion: RCM - 140/21

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

That By-law 2021-29 being a Capital Drain Levying By-law to provide for the collection of construction drainage assessments for the Dawson drain.

That By-law 2021-30 being a Capital Drain Levying By-law to provide for the collection of construction drainage assessments for the Lachance drain.

Be given third and final reading.

Carried

O. Unfinished Business

1. April 27, 2021

The Members receive the Unfinished Business listing for Tuesday, April 27, 2021.

P. New Business

Tecumseh Local

A member commented on the digital newspaper, Tecumseh Local, ceasing operation with no notice given to the community. It is requested that a letter be sent to Torstar Media regarding the disappointment in the cancellation of this digital news medium, and advocate for its return and community benefit.

Amy Croft Drive Construction

Gratitude is expressed to Town Administration for their quick response regarding residents concerns with equipment being left on overnight at a construction site on Amy Croft Drive.

Dog Park

A member indicates that there is a public interest for a second Dog Park centrally located within the Town. The CAO encourages the member to start with a discussion with the Director Parks & Recreation Services regarding the process.

Q. Motions

1. Confirmatory By-law

Motion: RCM - 141/21

Moved by Councillor Rick Tonial

Seconded by Councillor Bill Altenhof

That By-Law 2021-31 being a by-law to confirm the proceedings of the Tuesday, April 27, 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 motion presented to Council.

S. Next Meeting

Tuesday, May 11, 2021

5:45 pm Special Council Meeting - Windsor Essex Economic Development Corporation, E- Mobility Strategy

7:00 pm Regular Council Meeting

T. Adjournment

Motion: RCM - 142/21

Moved by Councillor Brian Houston

Seconded by Deputy Mayor Joe Bachetti

That there being no further business, the Tuesday, April 27, 2021 meeting of the Regular Council **be adjourned** at 8:04 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, April 27, 2021
Time: 5:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

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

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Information & Communication Services, Shaun Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Planning Services, Chad Jeffery
Manager Strategic Initiatives, Lesley Reeves

Others: Planner, Pillon Abbs Inc., Tracey Pillon-Abbs

A. Roll Call

B. Call to Order

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

C. Disclosure of Pecuniary Interest

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

D. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on the proposed amendment to rezone a 0.47 hectare (1.16 acre) property situated on the west side of the 11th Concession Road, approximately 120 metres (393 feet) south of its intersection with County Road 42 (3425 11th Concession Road), from "Agricultural Zone (A)" to a site-specific "Residential Zone 1 (R1-19)" in order to establish specific minimum lot area and frontage provisions to facilitate the creation of three new residential lots and the future construction of three single-

unit dwellings. The subject property is designated “Residential” in the recently-adopted Town of Tecumseh Official Plan.

E. Delegations

The Manager Planning Services advises that the applicant's planner, Tracey Pillion-Abbs, is in attendance and available for questions. He highlights the Zoning By-law Amendment application outlined in Report PBS-2021-14, as appended to the agenda.

In response to an inquiry, the Manager explains that the subject lots will be accessed from 11th Concession Road.

F. Communications

1. Notice of Public Meeting dated April 6, 2021
Re: ZBA 3425 11th Concession Road
2. CN Rail dated April 6, 2021
Re: CN Proximity
3. Essex Region Conservation Authority dated April 21, 2021
Re: ZBA 3425 11th Concession

Motion: PCM - 13/21

Moved By Councillor Bill Altenhof

Seconded By Councillor Tania Jobin

That Communications - For Information 1 through 3 as listed on the Tuesday, April 27, 2021 Public Council Meeting Agenda, **be received.**

Carried

G. Reports

1. PBS-2021-14 Zoning By-law Amendment, 3425 11th Concession, Scheduling of Public Meeting

Motion: PCM - 14/21

Moved By Deputy Mayor Joe Bachetti

Seconded By Councillor Andrew Dowie

That Report PBS-2021-14 Zoning By-law Amendment, 3425 11th Concession, scheduling of a Public Meeting, **be received.**

Carried

H. Adjournment

Motion: PCM - 15/21

Moved By Councillor Rick Toniai

Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, April 27, 2021 meeting of the Public Council Meeting **be adjourned** at 5:09 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, April 27, 2021
Time: 6:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

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

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Information & Communication Services, Shaun Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Planning Services, Chad Jeffery
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:00 pm.

C. Disclosure of Pecuniary Interest

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

D. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on a proposed Housekeeping Zoning By-law amendment to the Sandwich South Zoning By-law 85-18 pursuant to the provisions of the *Planning Act, R.S.O. 1990*. The purpose of the proposed housekeeping amendment is to restrict cannabis greenhouse operations in the Agricultural (A) Zone of Zoning By-law 85-18, in accordance with the policies of the newly-adopted Town of Tecumseh Official Plan. The newly-adopted Official Plan establishes that cannabis greenhouse operations are

not permitted as-of-right in the Agricultural designation and are only permitted by way of site-specific Zoning Bylaw amendments that are required to meet a number of locational and design criteria.

E. Delegations

The Director Planning & Building Services highlights report PBS-2021-13, as appended on the agenda.

In response to an inquiry, the Director comments that this meeting is not in relation to retail cannabis sales. He explains the purpose of the meeting is in relation to cannabis greenhouse operations and planning elements that need additional consideration prior to being permitted by way of a site specific zoning by-law amendment. He mentions the scale of greenhouses within Essex region, and the planning factors to consider in relation to light and odours.

The Director clarifies the legislation that governs growing cannabis as an open field crop, including reference to the Provincial Policy Statement wherein a full range of agricultural uses are encouraged on provincially significant agricultural lands such as those found in Tecumseh and the broader Essex County region. He advises that the Ministry of Agriculture, Food, and Rural Affairs confirmed that growing cannabis in open fields is a normal farming practice within the province and does not have any site plan control or special zoning provisions attributed to it. The Director explains the Town's Official Plan and the policies addressing current trends with cannabis greenhouse operations and the additional planning measures needed through a re-zoning process.

A Member inquires if there are cannabis crops in open fields. The CAO advises that a farm in the Brantford area has cannabis growing in open fields.

F. Communications

1. Notice of Public Meeting dated April 6, 2021

Re: Proposed Housekeeping Zoning By-law

2. Essex Region Conservation Authority dated April 12, 2021

Re: Proposed Housekeeping Zoning By-law

3. CN Rail dated April 6, 2021

Re: CN Proximity

4. Email from Judy Robson dated April 20, 2021

Re: Cannabis Greenhouse Operations

5. Email from Michelle Mitchell dated April 21, 2021

Re: Zoning By-Law 85-18

Motion: PCM - 16/21

Moved By Councillor Tania Jobin

Seconded By Deputy Mayor Joe Bachetti

That Communications - For Information 1 through 5 as listed on the Tuesday, April 27, 2021 Public Council Meeting Agenda, **be received**.

Carried

G. Reports

1. **PBS-2021-13 Housekeeping Amendment to Sandwich South Zoning By-law 85-18 Restriction of Cannabis Greenhouse Operations in the Agricultural (A) Zone in accordance with the Policies of the Tecumseh New Official Plan, Scheduling of a Public Meeting**

Motion: PCM - 17/21

Moved By Councillor Brian Houston

Seconded By Councillor Andrew Dowie

That Report PBS-2021-13 entitled "Housekeeping Amendment to Sandwich South Zoning By-law 85-18, Restriction of Cannabis Greenhouse Operations in the Agricultural (A) Zone in accordance with the Policies of the Tecumseh New Official Plan, scheduling of a Public Meeting", **be received**.

Carried

H. Adjournment

Motion: PCM - 18/21

Moved By Councillor Bill Altenhof

Seconded By Councillor Rick Tonial

That there being no further business, the Tuesday, April 27, 2021 meeting of the Public Council Meeting **be adjourned** at 6:17 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk



April 23, 2021

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

Dear Honorable Mr. Downey:

Re: Lottery Licensing to Assist Small Organizations

Small organizations are the foundation of rural Ontario. Thousands of hours of selfless volunteerism are logged each year by organizations who may not necessarily be considered not-for profit or charitable. That doesn't mean that they don't contribute to our communities; small organizations cook for the homeless, clean up parks and flower beds, read to young people, teach life skills to young adults, organize parades, put on concerts...the list goes on.

Many of these small organizations are not eligible to receive a lottery license. This makes it impossible for them to continue to be successful as their fundraising capabilities are extremely limited.

Through this correspondence, we request that you give serious consideration to instituting an additional level of lottery licensing which would enable small organizations to obtain a lottery license. Those who are not able to sustain a non-profit or charitable status could still receive a lottery license if their proceeds benefit the community. Thresholds could be placed on the prize values and perhaps even the number of events which could be held in a calendar year.

We hear over and over again about the hardships in our community and we know that there are organizations who have the ability to help and are not permitted to. Understanding this, Council adopted a resolution seeking your consideration.

R-226-2021

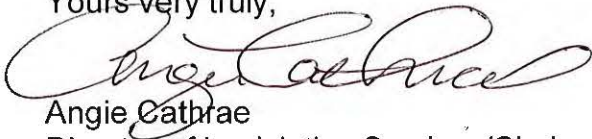
It was **Moved** by J. Kirkland, **Seconded** by K. Durst and **Carried**

That staff are directed to contact the Ministry responsible for Alcohol and Gaming of Ontario to seek their assistance in implementing an additional level of licensing which would permit small organizations to hold fundraisers as a method of sustaining our community and organizations;

And further that all municipalities in Ontario are sent this resolution to seek their assistance in lobbying the Ministry.

We look forward to your consideration of our request.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'Angie Cathrae', written in a cursive style.

Angie Cathrae
Director of Legislative Services/Clerk
519-534-1400 ext 122
Tol Free 1-877-534-1400
angie.cathrae@southbrucepeninsula.com

cc: MPP Bill Walker, All Ontario Municipalities

The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 740-4680 ext 4585
mantond@cambridge.ca

April 21, 2021

Re: Resolution - City of Cambridge Council – Request for Paid Sick Leave

At the Special Council Meeting of April 20, 2021, the Council of the Corporation of the City of Cambridge passed the following motion:

Mover: Councillor Wolf
Seconder: Councillor Reid

WHEREAS as a result of the COVID-19 pandemic and the increase in cases in Ontario, our hospitals and Intensive Care Units are overrun with people sick with the virus;

AND WHEREAS according to the Provincial Science Advisory Table on COVID-19 we need to protect essential workers and support them with paid sick leave;

AND WHEREAS it is being reported that the drivers of transmission are indoor work places, particularly industrial workplaces, warehouses, and distribution centres;

AND WHEREAS the COVID-19 crisis has unmasked the inequalities in our Province as most of the people now getting sick are the most vulnerable in our society and are those who cannot afford to stay home and often live and work in crowded conditions;

AND WHEREAS Workers who are denied paid sick days do not avoid illness, they bring the infections to work with them, and they transmit them to their coworkers, employees without paid sick leave;

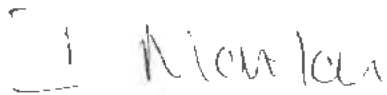
THEREFORE BE IT RESOLVED that Cambridge Council urge the Honourable Doug Ford, Premier to require Ontario employers to provide no less than five paid sick days annually to workers — after three months of employment — by amending the

Employment Standards Act, 2000, or through a different mechanism and to provide necessary funding, fiscal relief and/or support to employers so that all workers in Ontario have access to no less than 10 paid sick days annually in the event of a declared infectious disease emergency, such as the COVID-19 pandemic and ensure all Ontario workers have access to protected and paid emergency leave so care can be provided to children, parents, and/or other family members who may become ill and that all workers may receive paid time off to enable them to receive the COVID-19 Vaccine.

AND FURTHER that upon Council's approval of this motion that it be forwarded to the Association of Municipalities of Ontario, the Provincial Minister of Labour, the Premier, and each Ontario municipality.

Should you have any questions related to the approved resolution, please contact me.

Yours truly,



Danielle Manton
City Clerk



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

April 27, 2021

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

Dear Premier Ford:

On behalf of my Council, I am urging your government to *immediately* implement and fund the necessary policies to provide adequate paid sick day benefits for Ontario's workers.

It is a widely accepted fact that workplaces are a significant source of COVID-19 transmission throughout our province. Sadly however, too many Ontarians are still going to work when they are sick for fear that they will lose pay should they stay at home. This is entirely counterproductive to our collective efforts to contain this deadly virus and is contributing to the high case counts that we continue to see throughout Ontario.

The federal Canada Recovery Sickness Benefit is not nearly sufficient to rely upon as our only line of defense on this front. While it offers some help, this program is temporary, not fully accessible to all workers, and the delays involved in applying fail to adequately cover the crucial first few days of an illness. We can do better Mr. Premier.

I am confident that a "Team Ontario" approach to this issue will find the kind of tailored solution needed to meet the needs of workers within our province. A universal Ontario paid sick day policy must ensure accessible and timely supports to allow workers to stay home when they are sick, get tested, self-isolate and follow all necessary COVID-19 control measures without fear of income-loss and financial hardship. We owe this to our workers who have given so much over this past year.

It's time for action Mr. Premier.

Respectfully yours,

Wade Mills

Mayor, Town of Shelburne



April 28, 2021

Reference Number: 21269/21270

Ms. Laura Moy
Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9

Dear Ms. Moy,

**RE: Notice of Study Commencement – Detail Design Services for the Rehabilitation of the Highway 401, Lakeshore Road 103 Underpass and Concession Road 8 Underpass
GWP 3100-18-00 & 3099-18-00**

The Ontario Ministry of Transportation (MTO) has retained CONSOR Engineers (CONSOR) to complete Detail Design Engineering Services related to the rehabilitation of both the Concession Road 8 underpass and the Lakeshore Road 103 underpass on Highway 401 in the City of Windsor/Town of Tecumseh and Lakeshore respectively, in Essex County. LEA Consulting Ltd. (LEA) is providing consultation and environmental planning services on behalf of CONSOR.

The work is anticipated to include repairs to existing bridges, curbs, and sidewalks (Concession Road 8 only), as well as safety and traffic management improvements. Construction for both rehabilitation projects may require temporary lane reductions and/or provisional closure of local roads. Construction timing is subject to completion of the Class EA, funding and approvals.

The Detail Design and MTO Class EA study is following an approved planning process under the MTO Class Environmental Assessment for Provincial Transportation Facilities (2000) for a Group 'C' project. Group 'C' projects are considered approved, subject to compliance with the Class EA.

As a part of the study, the Project Team is requesting your comments, questions, input and/or concerns regarding this project. Please direct any response to the undersigned. Comments and information regarding this study are being collected to assist in meeting the requirements of the *Environmental Assessment Act*. These comments will be maintained on file for use during the study in accordance with the *Freedom of Information and Protection of Privacy Act*. All comments become part of the public record with the exception of personal information.

If you have any questions or comments, please do not hesitate to contact me at 519-274-2018 or by email at bdufour@lea.ca.

Thank you for your anticipated assistance and cooperation.



Yours truly,

LEA CONSULTING LTD.



Bradley Dufour, M.Sc., CAN-CISEC, CPESC
Environmental Manager

c.c. Olga Khuskivadze, MTO Project Engineer
Ronnie Heal-Reu, MTO Environmental Planner
Naveen Kaushik, CONSOR Project Manager

Enclosure – Figure 1. GWP No. 3099-18-00 Key Map
– Figure 2. GWP No. 3100-18-00 Key Map

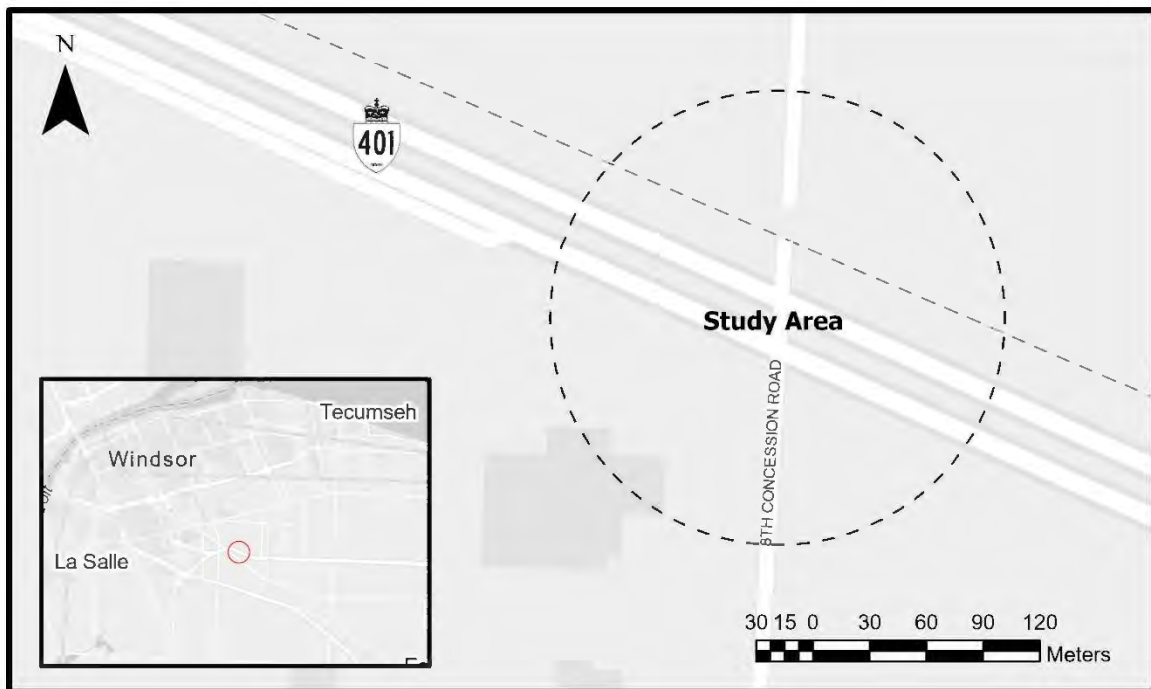


Figure 1 – GWP No. 3099-18-00 Study Location Key Map

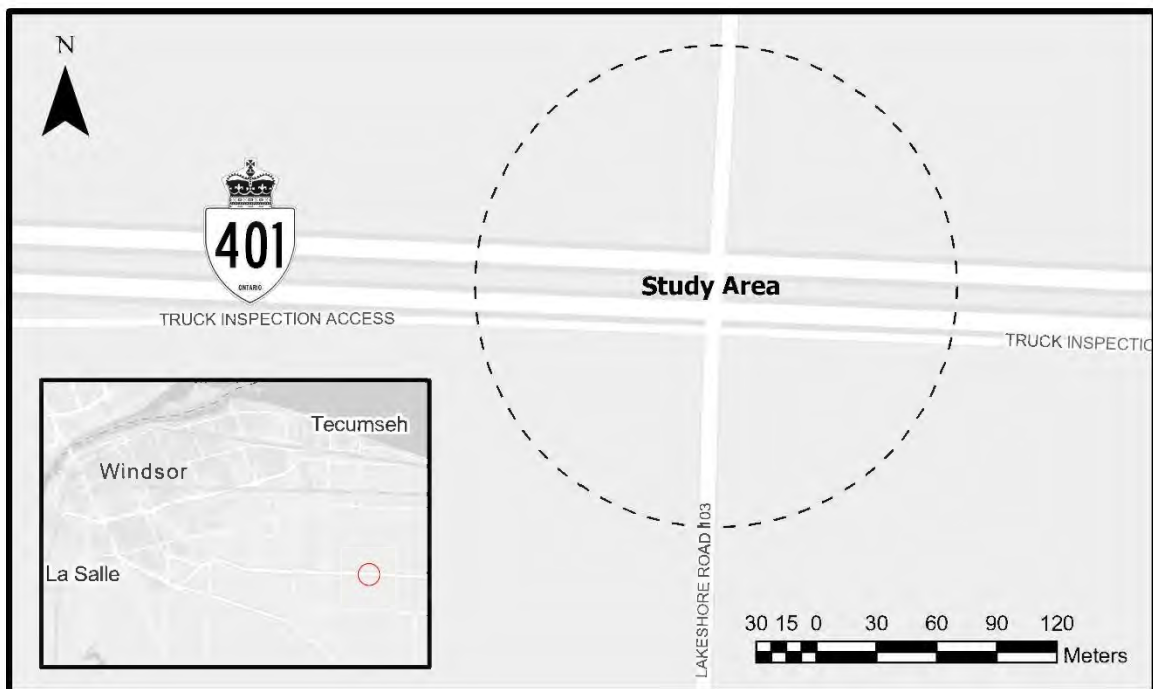


Figure 2 – GWP No. 3100-18-00 Study Location Key Map



April 28, 2021

Minister Stephen Lecce

Minister of Education

Sent via email to: minister.edu@ontario.ca

Re: Bus Stops on Dead End Roads

Dear Minister:

At the last regular Council meeting of the Township of Scugog held April 26, 2021, the above captioned matter was discussed and I wish to advise that the following resolution was passed:

That Dead-End Road delegations be received: from parents, [video](#), site www.durhamdeadendroadkids.ca and attached correspondence and;

Whereas Dead-End Road kids (cul-de-sacs, private roads) busing being moved from long-time residential to highspeed (some 80km) common stop pickups; percentage of 830,000 Ontario bused students impacted as Student Transportation Services (STS) citing buses shouldn't access private roads, do 3-point-turns, or back up; kids expected to walk 1-2km twice daily (caregivers 4x) in morning dark, on narrow road shoulders, with no "bus stop ahead" warning signage;

Whereas Parents report employment/housing at risk. Must leave work to drop off/pick up children to avoid safety hazards of kids walking on highways unsupervised; secondary school youth reporting education at risk as missing class/affecting grades; children with disabilities not helped like double amputee who needs stop moved 160ft; parents told it's their "responsibility to get kids to bus safely";

Whereas Parents being told busing policy is schoolboard's, but they say it's STS's, who say it's Governance Committee or Ministry of Transportation, but Ministry of Education say it's "transportation consortia who administer policy"; and trustee, governance say cannot change policies, so parents appealing to police, press, & councils re dangers then; oncoming car killed 12-yr-old Cormac and injured sister while waiting at newly relocated bus stop at the base of a hill;

Whereas STS have advised road improvements are responsibility of municipalities, yet municipalities don't own needed land, nor have \$ millions to create 77m bus turnarounds, meanwhile;

Whereas Ontario Transportation Funding is \$1 billion; Jan 27/20 Ministry said they'd improve student transportation, review funding formula; and given STS gets their funding by scoring well in reviews, and given Ministry establishing "Student Transportation Advisory Group" to hear STS sector expertise, experience and ideas;

Now therefore be it resolved that the Municipality of Scugog requests:

THAT exceptions to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road kids, that policies be amended to reflect; when not possible;

THAT exceptions to allow indemnification agreements to access private land for bus turnarounds to keep bus stops safer and closer to prescribed 800m distance; when not possible;

THAT "Bus Stop Ahead" warning signage be required to notify oncoming traffic, prior to STS moving common stop to main roadway;

THAT STS be comprised of solutions like mini-buses, vans, taxis, or public transit, worked into funding formula so doesn't negatively impact STS funding stats;

THAT Kid KPI "Key Performance Indicator" be included for Ministry "Effectiveness & Efficiency Follow Up Reviews", establishing benchmarks for responsive-problem-solving for kids & parents' busing concerns, and this be an STS factor to receive funding;

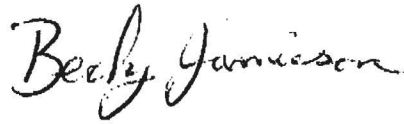
THAT Province provide "Parent Portal" for ongoing busing feedback of their STS, so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding;

THAT Province have GPS tracking software to notify parents when children picked up/dropped off, and

THAT this motion be distributed to Premier Doug Ford, Honorable Stephen Lecce (Minister of Education), Honorable Caroline Mulroney (Minister of Transport), Durham MPP Lindsey Park, Haliburton-Kawartha Lakes-Brock MPP Laurie Scott, all Durham MPPs, Durham Region, all Ontario Municipalities, Rural Ontario Municipal Association (ROMA), Ontario Good Roads Association (OGRA), and Association of Municipalities of Ontario (AMO).

Should you require any further information in regard to this matter, please do not hesitate to contact Carol Coleman, Director of Public Works and Infrastructure Services at 905-985-7346 ext.149.

Yours truly,



Becky Jamieson
Director of Corporate Services/Municipal Clerk

Attachments

cc: Carol Coleman, Director of Public Works and Infrastructure Services
Premier of Ontario, Honourable Doug Ford premier@ontario.ca
Honorable Caroline Mulroney, Minister of Transport minister.mto@ontario.ca
Durham MPP Lindsey Park lindsey.park@pc.ola.org
Haliburton-Kawartha Lakes-Brock MPP Laurie Scott laurie.scott@pc.ola.org
All Durham MPP's -
Rod Phillips, MPP Ajax Rod.phillips@pc.ola.org
Lorne Coe, MPP Whitby Lorne.coe@pc.ola.org
Jennifer French, MPP Oshawa Jfrench-QP@ndp.on.ca
Lindsey Park, MPP, Durham Lindsey.park@pc.ola.org
Laurie Scott, MPP Haliburton-Kawartha Lakes-Brock
Laurie.scott@pc.ola.org
Peter Bethlenfalvy, MPP Pickering-Uxbridge Peter.bethlenfalvy@pc.ola.org
Ralph Walton, Regional Clerk, Durham Region clerks@durham.ca
All Ontario Municipalities
Rural Ontario Municipal Association (ROMA) roma@roma.on.ca
Ontario Good Roads Association (OGRA) info@ogra.org
Association of Municipalities of Ontario (AMO) amo@amo.on.ca

TOWN OF TECUMSEH
NOTICE OF INTENTION TO REMOVE
HOLDING “H” ZONE SYMBOL

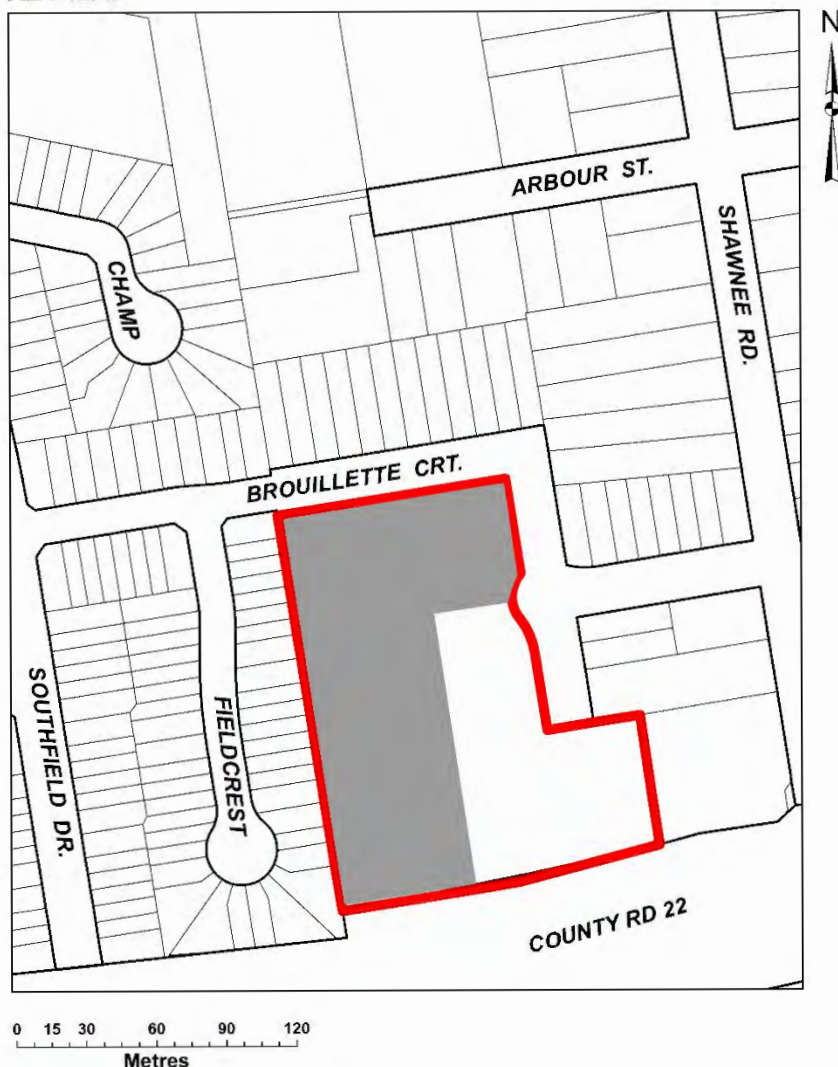
(Affecting a 1.2 hectare portion of a 1.9 hectare parcel of land
located between Brouillette Court and County Road 22, approximately 100 metres west of Shawnee
Road - 11900 Brouillette Court)

TAKE NOTICE that the Council of the Corporation of the Town of Tecumseh intends to pass a by-law under Section 36 of the *Planning Act, R.S.O. 1990* on **Tuesday, May 11th, 2021, at its Regular Council Meeting, scheduled to begin at 7:00 p.m.**, which will be held virtually/electronically, to remove the Holding Zone (H) symbol on a 1.2 hectare portion of a 1.9 hectare parcel of land located between Brouillette Court and County Road 22, approximately 100 metres west of Shawnee Road (11900 Brouillette Court) (see Key Map below for location).

A 1.2 hectare portion of the subject property is currently vacant and zoned “Holding - Community Facility Zone (H)CF” in the Tecumseh Zoning By-law 1746. The remaining 0.7 hectares contains the existing Brouillette Manor long-term care facility and is zoned “Community Facility Zone (CF)”. The removal of the Holding Zone (H) symbol will allow for the redevelopment of the entire property with a new 96-unit, long-term care facility, in accordance with the provisions of the CF zone and an approved site plan control agreement.

ANY PERSON interested in this matter and wishing to make representation either in support of or in opposition to the intended amending by-law should contact the undersigned before the Tuesday, May 11, 2021 meeting date.

KEY MAP

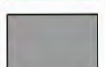


DATED AT THE TOWN OF
TECUMSEH THIS 29TH DAY OF
APRIL, 2021.

LAURA MOY, CLERK
TOWN OF TECUMSEH
917 LESPERANCE ROAD
TECUMSEH, ONTARIO
N8N 1W9



Subject Property



**Lands affected by proposed
“Holding” (H) symbol removal**

April 20, 2021

RECEIVED APR 26 2021

Town of Tecumseh
Mayor McNamara and Members of Council
917 Lesperance Road
Tecumseh, ON
N8N 1W9

RE: NAV Canada Aeronautical Study at Windsor International Airport

Dear Mr. Mayor and Members of Council:

As you are aware, NAV Canada has made the decision to maintain air traffic control service at Windsor International Airport.

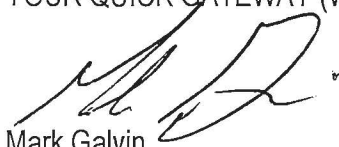
On behalf of YQG, I would like to extend our sincere appreciation for your support to retain controlled tower service at Windsor International Airport.

Stakeholder engagement is at the heart of the NAV Canada aeronautical study process. There is no doubt that your input provided NAV Canada with an indication of the importance of YQG to the local community.

Thank you again for your support.

Sincerely,

YOUR QUICK GATEWAY (WINDSOR) INC.



Mark Galvin
Chief Executive Officer

c. Mayor Drew Dilkens, Chairperson of the Board of Directors, YQG Inc.

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The Corporation of The Town of Amherstburg

May 3, 2021

Valerie Critchley
City Clerk, City of Windsor
Email: clerks@citywindsor.ca

VIA EMAIL

Re: Regional Food and Organics Waste Management Program

Dear Ms. Critchley,

At its meeting held on April 12, 2021, Council for the Town of Amherstburg passed the following:

Resolution # 20210412-119

“That Administration BE DIRECTED to send correspondence in support of the City of Windsor’s resolution regarding the Regional Food and Organics Waste Management Program.”

Enclosed is a copy of the correspondence from the City of Windsor for convenience and reference purposes.

Regards,

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

CC:

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex
Email: rauger@essex.ca

Jennifer Astrologo, Director of Legislative Services, Town Solicitor, Clerk - Town of Kingsville
Email: jastrologo@kingsville.ca

Linda Jean, Deputy Clerk - Town of LaSalle
Email: ljean@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services - Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Email: lmoy@tecumseh.ca

Mary Birch, Director of Council and Community Services/Clerk -County of Essex
Email: mbirch@countyofessex.ca

Janice Hensel, Chief Administrative Officer/Clerk – Township of Pelee
janice.hensel@pelee.ca

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

**City Council
Decision
Monday, March 8, 2021**

Moved by: Councillor Sleiman
Seconded by: Councillor Bortolin

Decision Number: CR92/2021 ETPS 810

That Report No. 109 of the Windsor Essex County Environment Committee – To support the Windsor Essex Solid Waste Authority Regional Organic Waste Plan indicating:

That the Windsor Essex County Environment Committee recommends that the initiative by the Windsor Essex County Solid Waste Authority to develop and implement a regional food and organics waste management plan **BE SUPPORTED** by all municipalities in Windsor-Essex, and further, that correspondence **BE SENT** to each member municipality as well as the County of Essex to provide notification of this initiative.

BE APPROVED.

Carried.

Report Number: SCM 62/2021 & SCM 47/2021

Clerk's File: MB2021 8.11

Steve Vlachodimos

Deputy City Clerk/Senior Manager of Council Services

March 31, 2021



The Corporation of The Town of Amherstburg

May 3, 2021

Irek Kusmierczyk
MP, Windsor-Tecumseh, Ontario
Email: Irek.Kusmierczyk@parl.gc.ca

VIA EMAIL

Re: Request for Funding for Tree Planting in Windsor-Essex County

Dear MP Kusmierczyk,

At its meeting held on April 12, 2021, Council for the Town of Amherstburg passed the following:

Resolution # 20210412-118

“That Administration BE DIRECTED to send correspondence in support of the City of Windsor’s resolution regarding their request for Funding for Tree Planting in Windsor-Essex County and that the correspondence be sent to all local MP’s and MPP’s, and local municipalities.”

Enclosed is a copy of the correspondence from the City of Windsor for convenience and reference purposes.

Regards,

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

CC:

Taras Natyshak – MPP, Essex, Ontario
tnatyshak-co@ndp.on.ca

Chris Lewis – MP, Essex, Ontario
Chris.Lewis@parl.gc.ca

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex
Email: rauger@essex.ca

Jennifer Astrologo, Director of Legislative Services, Town Solicitor, Clerk - Town of Kingsville
Email: jastrologo@kingsville.ca

Linda Jean, Deputy Clerk - Town of LaSalle
Email: ljean@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services - Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Email: lmoy@tecumseh.ca

Mary Birch, Director of Council and Community Services/Clerk -County of Essex
Email: mbirch@countyofessex.ca

Valerie Critchley, City Clerk – City of Windsor
Email: clerks@citywindsor.ca

Janice Hensel, Chief Administrative Officer/Clerk – Township of Pelee
janice.hensel@pelee.ca

**CITY HALL
WINDSOR, ONTARIO
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Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

**City Council
Decision
Monday, March 8, 2021**

Moved by: Councillor Sleiman
Seconded by: Councillor Bortolin

Decision Number: CR91/2021 ETPS 809

That Report No. 108 of the Windsor Essex County Environment Committee – Letter to Irek Kusmierczyk, MP regarding the commitment to tree planting in communities indicating:

That as the Provincial Government cut funding for the planting of trees in Ontario and as the Federal Government made a commitment to make funding available to plant trees in Windsor-Essex County, that a letter **BE SENT** to Irek Kusmierczyk, Member of Parliament to request funding for the planting of trees in Windsor-Essex County.

BE APPROVED.

Carried.

Report Number: SCM 61/2021 & SCM 45/2021
Clerk's File: MB2021 8.10

Steve Vlachodimos

Deputy City Clerk/Senior Manager of Council Services
March 31, 2021



The Corporation of The Town of Amherstburg

May 3, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
Email: minister.mah@ontario.ca

VIA EMAIL

Re: Planning Act Timelines

Dear Hon. Steve Clark,

At its meeting held on April 12, 2021, Council for the Town of Amherstburg passed the following:

Resolution # 20210412-120

“That Administration BE DIRECTED to send correspondence in support of the City of Kitchener’s resolution regarding Planning Act Timelines.”

Enclosed is a copy of the correspondence from the City of Kitchener for convenience and reference purposes.

Regards,

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

cc:

Taras Natyshak – MPP, Essex, Ontario
tnatyshak-co@ndp.on.ca

Chris Lewis – MP, Essex, Ontario
Chris.Lewis@parl.gc.ca

Federation of Canadian Municipalities (FCM)
info@fcm.ca

Association of Municipalities Ontario (AMO)
amo@amo.on.ca

All Ontario Municipalities



CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

March 31, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
17th Floor, 777 Bay Street
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

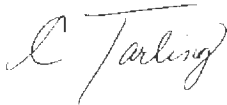
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Honourable Tim Louis, M.P.
Honourable Raj Saini, M.P.
Honourable Marwan Tabbara, M. P.
Honourable Bardish Chagger, M.P.
Honourable Bryan May, M.P.
Honourable Amy Fee, M.P.P.
Honourable Catherine Fife, M.P.P.
Honourable Belinda Karahalios, M.P.P.
Honourable Mike Harris, M.P.P.
Honourable Laura Mae Lindo, M.P.P.
Bill Karsten, President, Federation of Canadian Municipalities
Monika Turner, Association of Municipalities of Ontario
Rosa Bustamante, Director, Planning, City of Kitchener
Ontario Municipalities

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 27, 2021 NO. 2021-109

MOVED BY Heather Olmstead

SECONDED BY Sandy Cross

"Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;

Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

Whereas in 2022 the United States will have in place a national 988 crisis hotline;

Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

Now therefore be it resolved that the Corporation of the Municipality of Calvin endorses this 988 crisis line initiative; and

That this resolution be sent to the Honourable Vic Fedeli, MPP, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario."

CARRIED  _____

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	<u>X</u>	_____
<u>Coun Maxwell</u>	<u>X</u>	_____
<u>Coun Olmstead</u>	<u>X</u>	_____
<u>Mayor Pennell</u>	<u>X</u>	_____

SENT VIA EMAIL

May 5, 2021

**Re: Advocacy for Reform
Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, April 27, 2021 enacted the following resolution:

No. C-119-21

Re: Advocacy for Reform - MFIPPA Legislation

BE IT RESOLVED that the Council of the Municipality of Leamington has received Clerk's Department Report LLS-15-21 regarding Advocacy for Reform of Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); and

That that the following motion be passed in support of a request to review and reform of MFIPPA:

WHEREAS MFIPPA dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Leamington, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the municipal clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated

technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS MFIPPA fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the municipal clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;

7. That administrative practices implied or required under MFIPPA, including those of the Information and Privacy Commissioner, be reviewed and modernized;
8. That the integrity of MFIPPA be maintained to protect personal privacy and transparent governments.

Carried

Sincerely,
Brenda M. Percy, Clerk

cc: Rick Nicholls, MPP Chatham Kent - Leamington
Dave Epp, MP Chatham Kent - Leamington
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks



April 21, 2021

Controlled Substances and Cannabis Branch
Health Canada
Address locator 0302B
Ottawa, Ontario
K1A 0K9

Attn: The Honourable Patty Hajdu

Dear Minister:

**Re: Submissions of the Town of East Gwillimbury
Health Canada Consultation on Guidance on Personal Production of Cannabis for
Medical Purposes**

The Town of East Gwillimbury is pleased to have the opportunity to comment on Health Canada's draft "Guidance on personal production of cannabis for medical purposes".

The Town supports this initiative of Health Canada to articulate factors that may be considered by Health Canada, at an administrative level, when it makes the decision to refuse or revoke a registration to produce medical cannabis on the basis of public health and safety grounds pursuant to the *Cannabis Regulations*.

Health Canada's Proposal

In particular, the Town supports Health Canada's proposal to include the following factors in every consideration of whether a registration, renewal, or amendment is likely to create a risk to public health and safety, including the risk of illicit diversion, and whether revocation of a registration is reasonably necessary to protect public health and safety:

1. Amount of daily authorized cannabis by health care practitioner and information to support the amount authorized:

Is the authorized daily amount of cannabis supported by credible clinical evidence and/or published treatment guidelines?

Is the amount of daily authorized cannabis considered reasonable, after taking into account the route of administration?

.../2

2. Non-compliance or history of non-compliance with the *Cannabis Act* and *Cannabis Regulations* by the registered or designated person including the relevant circumstances:

What is the overall history of non-compliance, including the number, nature and severity of previous instances of non-compliance, and how has the person responded to previous non-compliance?

Are the registered- or designated person growing, or have they grown, more than the amount authorized by the registration?

3. Criminal activity and/or diversion of cannabis:

Is the production site linked, or has it been linked, to the diversion of cannabis, a controlled substance, or to criminal activities?

Are the registered or designated person, the owner of the production site or an individual with another direct link to the site or operation involved in the diversion of cannabis, a controlled substance, or have they been involved in or do they contribute, or have they contributed to such diversion?

Is the production site linked, or has it been linked, to organized crime? Are the registered or designated person, the owner of the production site or an individual with another direct link to the site or operation associated with organized crime or have they been associated with organized crime?

4. Health care practitioner is or has been involved with criminal activities or has been subject to disciplinary review or action by a licensing authority in relation to their prescribing practices with cannabis or controlled substances:

Has a provincial licensing authority investigated or disciplined the health care practitioner in relation to their prescribing practices with cannabis or other controlled substances?

Is or has the health care practitioner been involved in or contributed to activities prohibited by or conducted in contravention of the *Cannabis Act* or the *Controlled Drugs and Substances Act*?

Is or has the health care practitioner been a member of a criminal organization, or is or has been involved in, or contributes to, the activities of such an organization?

East Gwillimbury's Proposal

In its own experience, the Town has encountered production sites where the production of medical cannabis has occurred:

- without required zoning approval;
- without required building permits; and
- in contravention of municipal by-laws regulating noxious odour.

Problems relating to noxious odour associated with cannabis production adversely impacting adjacent residential and other sensitive uses is exacerbated when multiple Health Canada registrations issue for a single production site. In the Town's own experience, multiple registrations at a single site have resulted in Health Canada authorizations to grow in excess of 1,000 plants at the site. In the result, production occurs at a scale that is more commercial than personal. Noxious odours emanating from these sites have necessitated municipal compliance orders and enforcement proceedings initiated by the Town.

Accordingly, in addition to the factors already proposed by Health Canada, the Town proposes that the following additional factors be considered in Health Canada's registration and revocation decision making process:

5. Non-compliance with local planning regulations and applicable site plan requirements:

Is the production site compliant with local zoning regulations and site plan requirements including but not limited to regulations regarding use, setbacks, lot coverage, illumination controls, proximity to sensitive uses and site plan obligations?

Is the production site the subject of a municipal compliance order restraining the continued use of the site for cannabis production?

Is the owner/occupant of the production site in default of its municipal site plan obligations?

6. Non-compliance with the Building Code and/or Fire Code:

Are structures erected, or proposed to be erected, at the production site compliant with local permitting requirements and applicable Building Code and Fire Code requirements?

Is the production site the subject of a Building Code or Fire Code compliance or cease and desist order?

.../4

7. Non-compliance with the requirements of any public utility or applicable technical standards and safety authority:

Are the premises at the production site operated in accordance with requirements of public utilities providing services to the production site and is equipment at the production site operated in compliance with the requirements of the applicable technical standards and safety authority?

8. Production is a nuisance:

Does cannabis production at the site constitute a common nuisance (i.e. light pollution/noxious odour)?

Has the production site been the subject of municipal compliance orders relating to noxious odour?

Are effective measures in place at the production site to mitigate against light pollution?

Are effective measures in place at the production site to mitigate against the emanation of noxious odours?

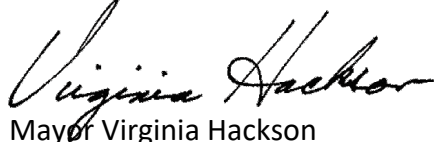
Is there sufficient physical separation between the production site and adjacent residential and other sensitive uses that may be adversely impacted by noxious odours emanating from the production site?

In preparing these submissions for your consideration the Town is hopeful that, in advance of required regulatory reform of the personal medical cannabis production regime, the Town's experience and comments will serve to inform Health Canada's decision making process in the matter of registration refusals and revocations on the basis of public health and safety grounds.

The Town encourages Health Canada to use the administrative discretion available to it to protect the public from production activities that occur at the expense of community health and safety and in contravention of applicable law.

Thank you Minister for providing the Town with this opportunity provide comments.

Sincerely,



Mayor Virginia Hackson

CORPORATION OF THE MUNICIPALITY OF CALVIN

DATE: April 27, 2021 NO. 2021-110

MOVED BY Dan Maxwell

SECONDED BY Heather Olmstead

"WHEREAS the role of Ontario's 441 fire departments and their approximate 30,000 full, part-time, and volunteer firefighters is to protect Ontarians and their property; and

WHEREAS according to the Ontario Fire Marshal and Emergency Management's latest data, in Ontario there was over 11,000 number of loss fires, 9,500 no loss fires, 784 injuries, 91 fatalities, and over \$820 million dollars of estimated loss in 2018; and

WHEREAS fire emergencies only make up a portion of the total calls for help received by fire and emergency service departments as they respond to nearly every public emergency, disaster, or 9-1-1 call; and

WHEREAS Ontario's fire department infrastructure deficit continues to grow annually and is almost entirely borne by the municipality and local taxpayers with the majority having populations under 25,000; and

WHEREAS due to antiquated structures and equipment that do not meet current industry standards the safety of the Ontario public and Ontario firefighters is being jeopardized;

NOW THEREFORE the Council of the Corporation of the Municipality of Calvin resolves as follows:

1. **THAT** the Federal and Provincial Government includes apparatuses, training, equipment and structures for fire departments as eligible categories to any further infrastructure programs which will not only provide immediate stimulus to the local, provincial and federal economies given current economic uncertainty but also ensure the safety of Canadians and dedicated firefighters; and
2. **THAT** this resolution be forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Laurie Scott, Minister of Infrastructure, local MPP, local MP, the Ontario Fire Marshal, Jon Pegg, the Ontario Association of Fire Chiefs, and all Ontario Municipalities."

CARRIED 

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	<u>X</u>	<u> </u>
<u>Coun Maxwell</u>	<u>X</u>	<u> </u>
<u>Coun Olmstead</u>	<u>X</u>	<u> </u>
<u>Mayor Pennell</u>	<u>X</u>	<u> </u>



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: May 11, 2021

Report Number: PBS-2021-20

Subject: Site Plan Control Agreement and Removal of Holding Symbol
1230839 Ontario Limited/Brouillette Manor Long-Term Care Home
11900 Brouillette Court
OUR FILE: D11 BMANOR

Recommendations

It is recommended:

That a by-law authorizing the execution of the “1230839 Ontario Limited”/Brouillette Manor Long Term Care Home site plan control agreement, satisfactory in form to the Town’s Solicitor, which agreement facilitates the phased development of a new 5408 square metre (58,211 square foot), 96-bed long-term care facility, the demolition of the existing 1,935 square metre (20,828 square foot) 60-bed long-term care facility and the addition of new associated parking areas, landscaped areas and on-site services/works on the 1.92 hectare (4.74 acre) parcel of land located between Brouillette Court and County Road 22, approximately 100 metres (328 feet) west of Shawnee Road (11900 Brouillette Court), **be adopted**, subject to the following occurring prior to the Town’s execution of the Agreement:

- i) the Owner executing the site plan control agreement; and
- ii) the Owner posting security for performance pursuant to paragraph 6.1 of the agreement.

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

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

And further that a by-law having the effect of amending the Tecumseh Zoning By-law 1746 for a portion of the 1.92 hectare (4.74 acre) property located on the south side of Brouillette Court (11900 Brouillette Court), by rezoning the property from “Holding – Community Facility Zone (H)CF” to “Community Facility Zone (CF)” in keeping with PBS-2021-20, **be adopted** in accordance with the provisions of the *Planning Act*.

Executive Summary

1230839 Ontario Limited (“the Owner”) currently operates a 60-bed, long-term care facility (Brouillette Manor) on a 1.92-hectare (4.74 acre) parcel of land located between Brouillette Court and County Road 22, approximately 100 metres (328 feet) west of Shawnee Road (11900 Brouillette Court). The subject lands are subject to site plan control approval in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. A phased development consisting of a new 5408 square metre (58,211 square foot), 96-bed long-term care facility, the demolition of the existing 1935 square metre (20,828 square foot) 60-bed long-term care facility and the addition of new parking areas, landscaping and on-site services/works is being proposed. A summary of previous planning approvals for the subject lands, a detailed description and an evaluation of the proposed development and other improvements, along with a final recommendation on the proposed site plan control application are provided in this Report. This Report also includes a recommendation that Council adopt a by-law removing the holding symbol that applies to a portion of the subject property in accordance with the provisions of the *Planning Act*.

Background

Property Location

The 1.92-hectare (4.74 acre) parcel of land is located between Brouillette Court and County Road 22, approximately 100 metres (328 feet) west of Shawnee Road (11900 Brouillette Court) (see Attachment 1). 1230839 Ontario Limited (“the Owner”) currently operates a 60-bed, long-term care facility (Brouillette Manor) on the site.

Previous Planning Application Approvals

In early 2020, the Owner held pre-consultation meetings with Town Administration regarding a potential redevelopment of the subject property for a new larger long-term care facility. In order to facilitate its redevelopment plan, the Owner applied for a minor variance (Application A-04/20) to the Committee of Adjustment seeking relief from the minimum number of parking spaces provision in the Tecumseh Zoning By-law to permit 85 parking spaces as opposed to the 136 required.

Based on the fact that the proposed new facility would have a greater per bed ratio of on-site parking than the existing facility as well as a greater per bed ratio of on-site parking in regards to other facilities throughout Ontario, the Committee of Adjustment granted the minor variance at its February 24, 2020 meeting.

Proposed Development

Based on the foregoing, the Owner has now filed an application for site plan control approval in order to facilitate the redevelopment of the property in a phased manner that will result in:

- the development of a new 5408 square metre (58,211 square foot), 96-bed, long-term care facility;
- the demolition of the existing 1935 square metre (20,828 square foot), 60-bed, long-term care facility; and
- the addition of new parking areas, landscaping and on-site services/works.

The subject property is subject to site plan control in accordance with Section 41 of the *Planning Act, R.S.O. 1990*.

The proposed two-phase development, as illustrated in the two site plan drawings attached (Attachment 2A and 2B), is summarized in detail below.

Phase 1 Development

The Phase 1 site plan drawing (see Attachment 2A) depicts:

- i) the construction of a new one-storey, 4234 square metre (45,574 square foot), 64-bed, long-term care facility to the immediate west of the existing long-term care facility located on the property. Upon its completion, the current residents will move into the new facility and the demolition of the existing facility will commence;
- ii) the construction of new asphalt parking lots at the southern and northeastern areas of the property that will accommodate employee and visitor parking;
- iii) outdoor amenity areas associated with Phase 1, which include patios and courtyards; and
- iv) on-site landscaping associated with Phase 1.

Phase 2 Development

The Phase 2 site plan drawing (see Attachment 2B) depicts:

- i) the demolition of the of the existing 1935 square metre (20,828 square foot), 60-bed, long-term care facility;

- ii) the construction of the second phase of the new long-term care facility, comprising a one-storey, 1174 square metre (12,636 square foot), 32-bed, long-term care facility. This second phase will be connected to the eastern portion of the new facility completed in Phase 1;
- iii) final expansions to the asphalt parking lots in the southern and northeastern areas of the property resulting in a total of 85 parking spaces, four of which are to be barrier-free;
- iv) outdoor amenity areas associated with Phase 2, which include patios and courtyards;
- v) on-site landscaping associated with Phase 2;
- vi) a new vinyl privacy fence along the westerly lot line where the property abuts the rear yards of the neighbouring residential properties;
- vii) the introduction of an improved vehicular and snow-plow turnaround at the entrance to the southerly parking lot, which is partly within the Brouillette Court road allowance and partly within the subject property (area outlined in red on Attachment 2B). The Owner has agreed to convey an easement in favour of the Town, to be prepared by the Town's solicitor, for the portion of the turnaround proposed to be located on the subject property in advance of obtaining the building permit for Phase II. This easement and improved turnaround will grant municipal vehicles the right to legally traverse the area and result in an enhanced situation, particularly in relation to the movement of municipal snow plows. The Town's solicitor has included language in the site plan control agreement with respect to this matter; and
- viii) an area that is currently part of the Brouillette Court road allowance on the west side of the current 3-way intersection, which previously formed part of a cul-de-sac that has since been removed (area outlined in green on Attachment 2B). The Town will be conveying this part of the Brouillette Court road allowance to the Owner under separate process as it no longer serves its intended purpose (former cul-de-sac bulb) and no municipal infrastructure is located within this area. The Town's solicitor has included language in the site plan control agreement with respect to this matter.

In addition to the site plan, the Owner has submitted a site service plan, elevation plans, a landscape plan, a photometric plan and a grading 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 western side yard where the property abuts the rear yards of existing residential dwellings fronting onto Fieldcrest and along the areas that abut the Brouillette Court roadway. This landscaping will provide visual buffering for the Fieldcrest residents while reducing the impact of the massing of the proposed long-term care facility. It will also improve the streetscape condition along this portion of Brouillette Court.

Comments

Official Plan and Zoning

The subject property is designated “Community Facility” in the Town’s adopted Official Plan and is zoned “Community Facility Zone (CF)” and “Holding Community Facility Zone (H)CF” in the Tecumseh Zoning By-law (see Attachment 3). The proposed development depicted in the corresponding site plan conforms to the policies of the Official Plan and complies with the regulations established in the CF Zone and the aforementioned minor variance approval that provided relief for the total number of parking spaces. However, the (H)CF Zone that applies to the currently vacant portions of the subject property establishes that only existing uses are permitted until the holding symbol is removed by Council by-law.

The purpose of the holding symbol is to ensure that all servicing issues are resolved prior to development occurring on the lands. The site plan control process ensures that the proposed development will be properly serviced, constructed and designed in accordance with municipal servicing standards and in compliance with the CF Zone provisions and the aforementioned approved minor variance.

Accordingly, the Owner has concurrently applied for the holding symbol removal upon Council approval of the site plan control agreement. In order for the development to proceed in a timely manner, it is recommended that the holding symbol be removed in accordance with the provisions of the *Planning Act*.

Servicing

The proposed development will be on full municipal services (sanitary, water and stormwater drainage). A Stormwater Management Study, which addresses quantity and quality control measures, and site service drawings, have been reviewed and approved by Town Administration. Public Works and Environmental Services has advised that it has no concerns with the proposed development.

The subject property is serviced by Tecumseh Transit, with a transit stop at that location. This will provide an alternative transportation service for both employees and those wishing to visit residents of the long-term care facility.

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed site plan control agreement, as prepared by Wolf Hooker Law Firm (Town Solicitor) (see Attachments 4, with site plan drawing attached thereto as Schedule “A”) will result in appropriate development that is based on sound land use planning principles. Accordingly, Town Administration is prepared to recommend approval of the documents and the attached drawings. 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.

Finally, Town Administration recommends that Council adopt a by-law to remove the holding symbol that currently applies to a portion of the property in accordance with the provisions of the *Planning Act*.

Consultations

Fire & Emergency Services
Public Works & Environmental Services
Town Solicitor

Financial Implications

None.

Link to Strategic Priorities

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

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
2A	Proposed Phase 1 Site Plan, Detail View
2B	Proposed Phase 2 Site Plan, Detail View
3	Zoning Map
4	Site Plan Control Agreement



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject Property

Attachment 1

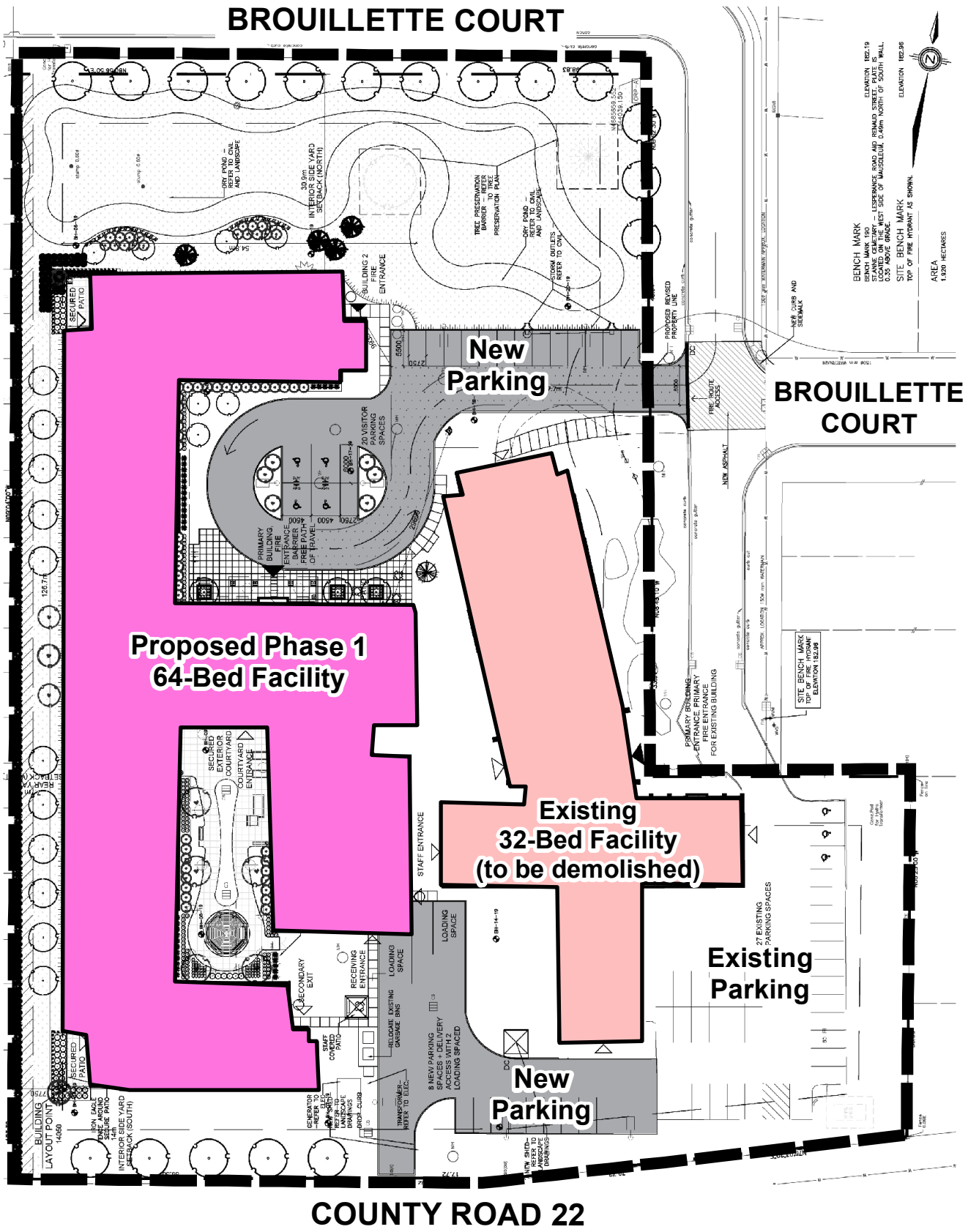
Site Plan Control

1230839 Ontario Limited/Brouillette Manor

11900 Brouillette Court

Property Location

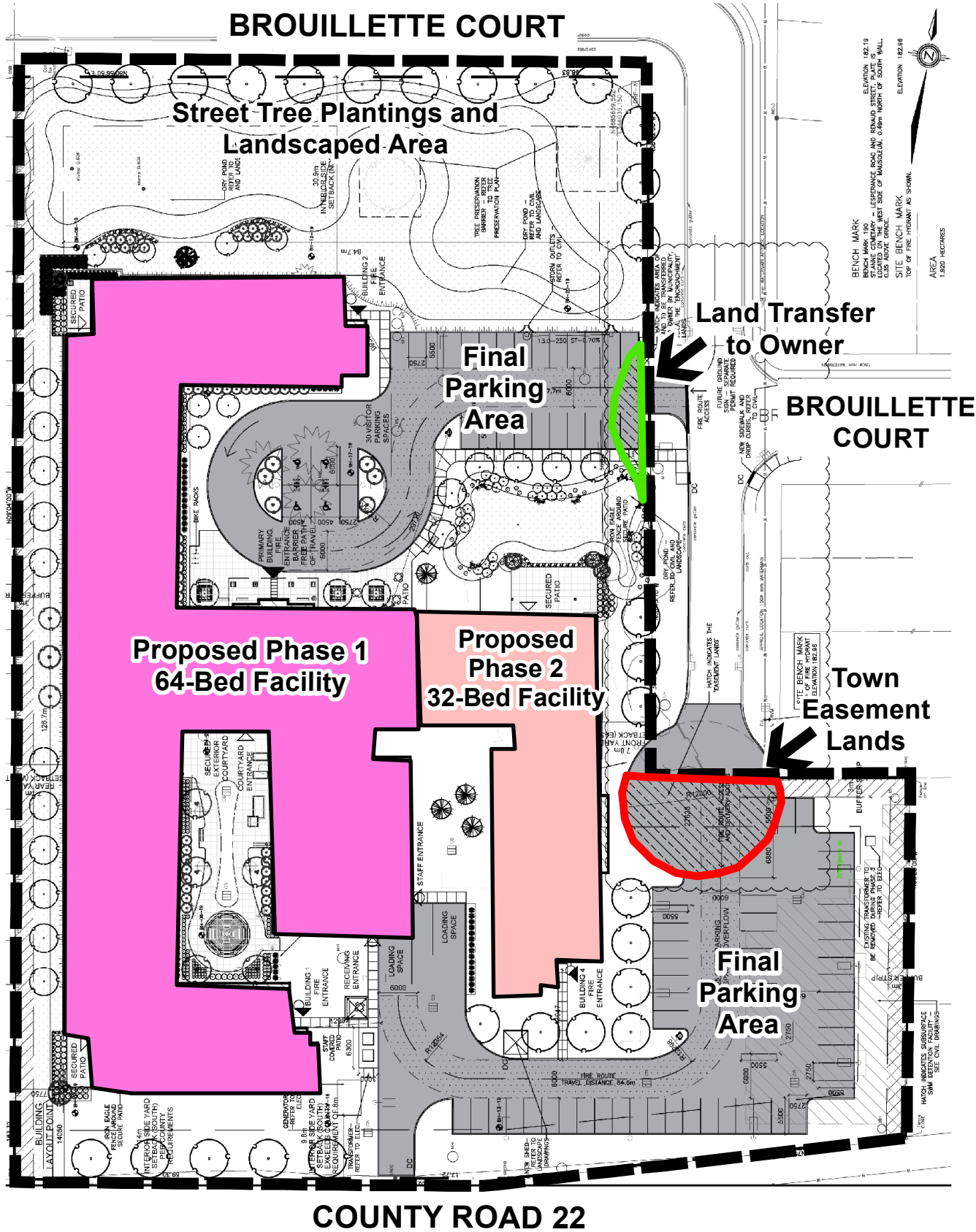
BROUILLETTE COURT



Prepared By:
Tecumseh Planning and
Building Services Department



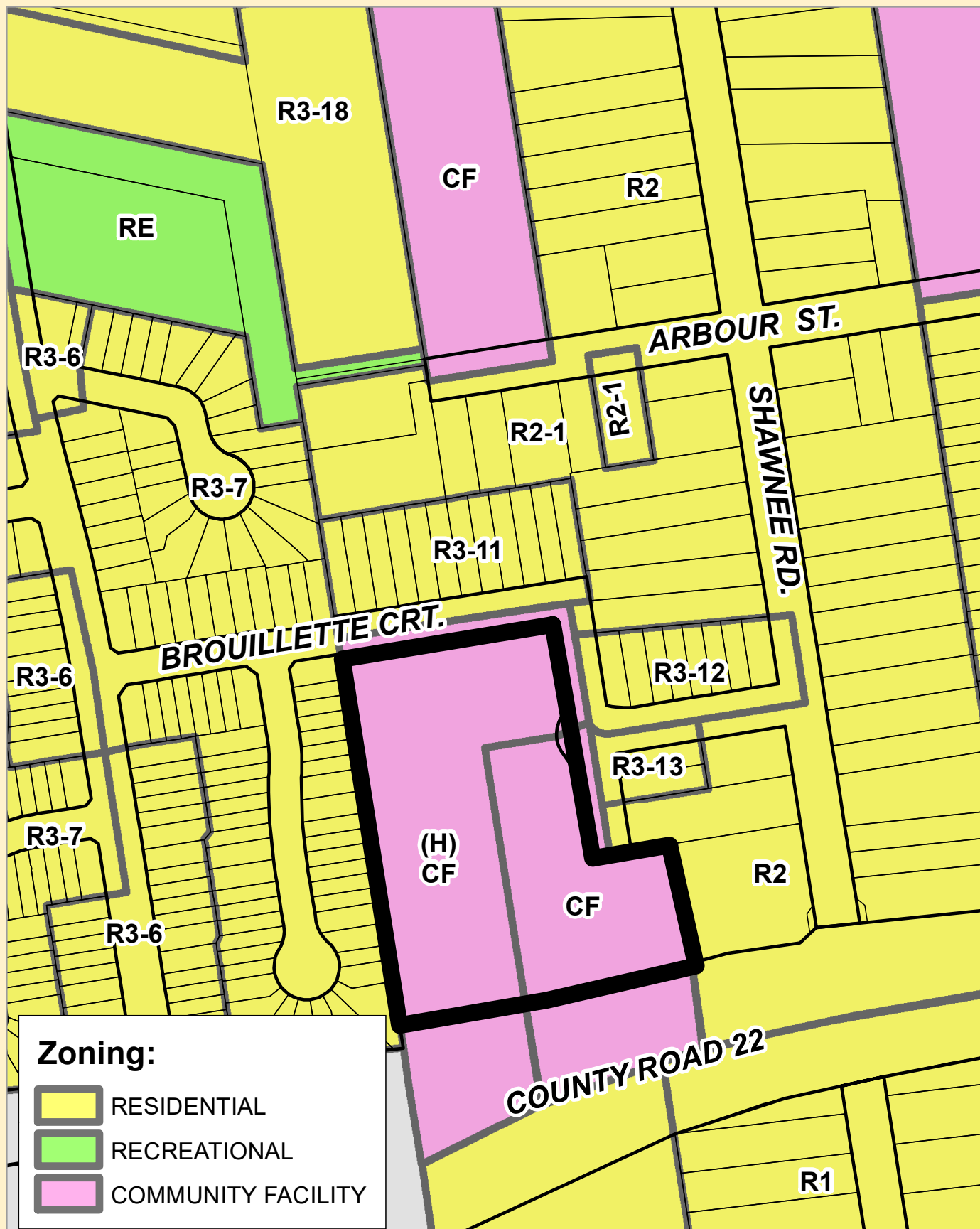
Attachment 2A
Site Plan Control
1230839 Ontario Limited/Brouillette Manor
11900 Brouillette Court
Phase 1 Proposed Site Plan, Detail View



Prepared By:
Tecumseh Planning and
Building Services Department



Attachment 2B
Site Plan Control
1230839 Ontario Limited/Brouillette Manor
11900 Brouillette Court
Phase 2 Proposed Site Plan, Detail View



Prepared By:
 Tecumseh Planning and
 Building Services Department



Legend:



Subject
 Property

Attachment 4
Site Plan Control
1230839 Ontario Limited/Brouillette Manor
11900 Brouillette Court
Site Plan Control Agreement

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

1230839 Ontario Limited

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

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

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2020.

B E T W E E N:

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

OF THE FIRST PART

-and-

1230839 ONTARIO LIMITED
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 "F" 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 plans for Phase I, Phase II and the final following full build-out listed in Schedule "A" (collectively "the Site Plan") and "Schedule "B" (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 fulfil 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, to build in accordance with lot grading plan attached as Schedule F 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 "C1 and C2". 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.

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, Site Services Plan and Photometric Plan attached as Schedule "E" to this agreement (herein the "Photometric 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, Site Services Plan and Photometric 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 "A" and/or Schedule "B", and are consistent with the Town's Sign Bylaw or which are otherwise required by applicable law.

2.1.19 Refuse Collection

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

ARTICLE 3 ***TIMING***

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan, Site Services Plan, and Landscape Plan annexed hereto and marked Schedule "A", B and "D" within the time set out for fulfilment of the covenants as noted in section 3.3. below.

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement in the case of Phase I and within ONE (1) year of obtaining the building permit for the wing of the building identified for Phase II. Prior to the granting of occupancy of any building constructed in Phase 1, the a demolition permit shall have been obtained respecting the existing building shown on the Site Plan shall be completed to the satisfaction of the Municipality.

3.4 PHASES

The parties agree that the lands as depicted on Schedule “B”, (herein “the Site Plan”) shall be developed in phases and that this Agreement shall apply to the overall property. However, the parties further agree that the development of any other facilities, including buildings, structures and associated parking areas and services located outside of the Phase 1 lands shall require posting of additional security under paragraph 6.1 of this Agreement prior to the development of said future facilities.

3.5 DEMOLITION OF EXISTING CONSTRUCTION

Upon completion of construction of that portion of the building shown on the Site Plan as Phase I NEW 1 STOREY 64 BED LTC, the Owner shall obtain all permits necessary and thereafter immediately complete demolition of the existing 60 BED LTC building depicted on the Site Plan attached hereto, in advance of proceeding to commence construction of the Phase 2 NEW 1 STOREY 32 BED LTC WING.

3.6 SURRENDER AND RELEASE OF EXISTING AGREEMENTS

The Town and Owner agree that this agreement shall replace and supercede all prior site plan agreements respecting the Lands and that those agreements registered on title as R530533 and R1229925 shall be deleted from title at the time of registration of this agreement on title to the Lands and that the Town’s solicitor is authorized to electronically register such application or other document as may be required to accommodate these deletions.

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

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening. 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 ROAD REALIGNMENT, DEDICATIONS AND/OR ENCROACHMENTS

The Owner agrees that a new bulb to accommodate vehicular turnaround and lying partly within the Brouillette Court road allowance and partly within the Lands will be constructed to the satisfaction of the Town. The Owner agrees to convey an easement in the nature of a right of way over that part of the new bulb (the "Easement Lands") in favour of the Town in advance of obtaining the building permit for Phase II in a form prepared by the Town's solicitor.

The Owner shall obtain a reference plan to accommodate the granting of this easement and to permit the Town conveying to the Owner that part of the Brouillette Court road allowance shown on the Site Plan as forming part of the parking lot ("the Encroachment").

Each of the transfer and the transfer of easement will be prepared and registered by the Town solicitor at the expense of the Owner.

To the extent that Council has not passed the required by-law authorizing closure and conveyance to the Owner of the Encroachment, the occupation and use of the Encroachment shall be permitted subject to the Owner complying with the following requirements:

- 1) The Owner shall maintain the Encroachment in good order and a proper state of repair and safety at all times, to the satisfaction of the Town and at the expense of the Owner;
- 2) The Owner shall not make any additions or modifications to the Encroachment which have not been authorized by this Agreement without the prior express written authority of the Town to do so.
- 3) The Owner further covenants and agrees to pay to the Town any additional Municipal realty taxes, taxes on Encroachments or any other rates or charges, if any, levied or imposed on or in respect of the Encroachment;
- 4) This Agreement does not in any way whatsoever diminish the rights of the Town, or any gas, telephone, telecommunication, electricity distribution or other public or private utility company, their respective officers, servants, workers, employees, agents and contractors, to enter at all times upon the Encroachment for the purpose of repairing, maintaining, replacing or removing any sewers, mains, culverts, drains, water pipes, gas pipes, poles, wires or other underground services and installations and appurtenances thereto. The Owner shall not be entitled to any damages or compensation by reason of the exercise of the Town's or utility company's rights contained in this clause and the Owner at their own expense shall carry out such alteration or removal of the Encroachment as the Town may direct pursuant to the exercise of the Town's or utility company's rights.
- 5) Owner shall at all times fully indemnify and save harmless the Town against all actions, suites and claims and demands whatsoever which may be brought against or made upon the Town and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Town for or by reason of or on account of the permission hereby granted to the Owner or the exercise by the Owner of such permission or the erection and maintenance of the encroachment and appurtenances thereto or anything in any matter relating thereto, and the Owner hereby grant to the Town full power and authority to settle any such actions, suits, claims or demands on such terms as the Town may deem advisable and the Owner hereby covenants and agrees with the Town to forthwith pay to the Town on demand all monies paid by the Town in pursuance of any such settlement and also such sum as shall represent the reasonable costs of the Town or its solicitors in defending or settling any such actions, suits, claims or demands, based on a solicitor and own client basis.
- 6) Owner covenants and agrees to provide the Town with a certificate of public liability insurance, on or before the execution of this Agreement, covering the Owner and the Town in respect of the lands subject to the Encroachment during the term of this Agreement and any extensions authorized by the Town to the extent of not less than \$2,000,000.00 inclusive of all injuries or death to person and damage

to property of others arising from any one occurrence. The Town is to be an added insured under the insurance policy. Without limiting the generality of the foregoing, such public liability insurance shall contain provisions for cross-liability and severability of interests and further that the policy will not be changed or amended in any way or cancelled until 60 days after written notice of such change or cancellation shall be given to the Town.

ARTICLE 6
SECURITY

6.1 PERFORMANCE

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

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

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

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

Communications sent to the Owner shall be addressed to:
1943 Dufferin Ave., Wallaceburg, Ontario N8A 4M2

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 "A", "B", "C1", "C2", "D", "E", and "F" 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**

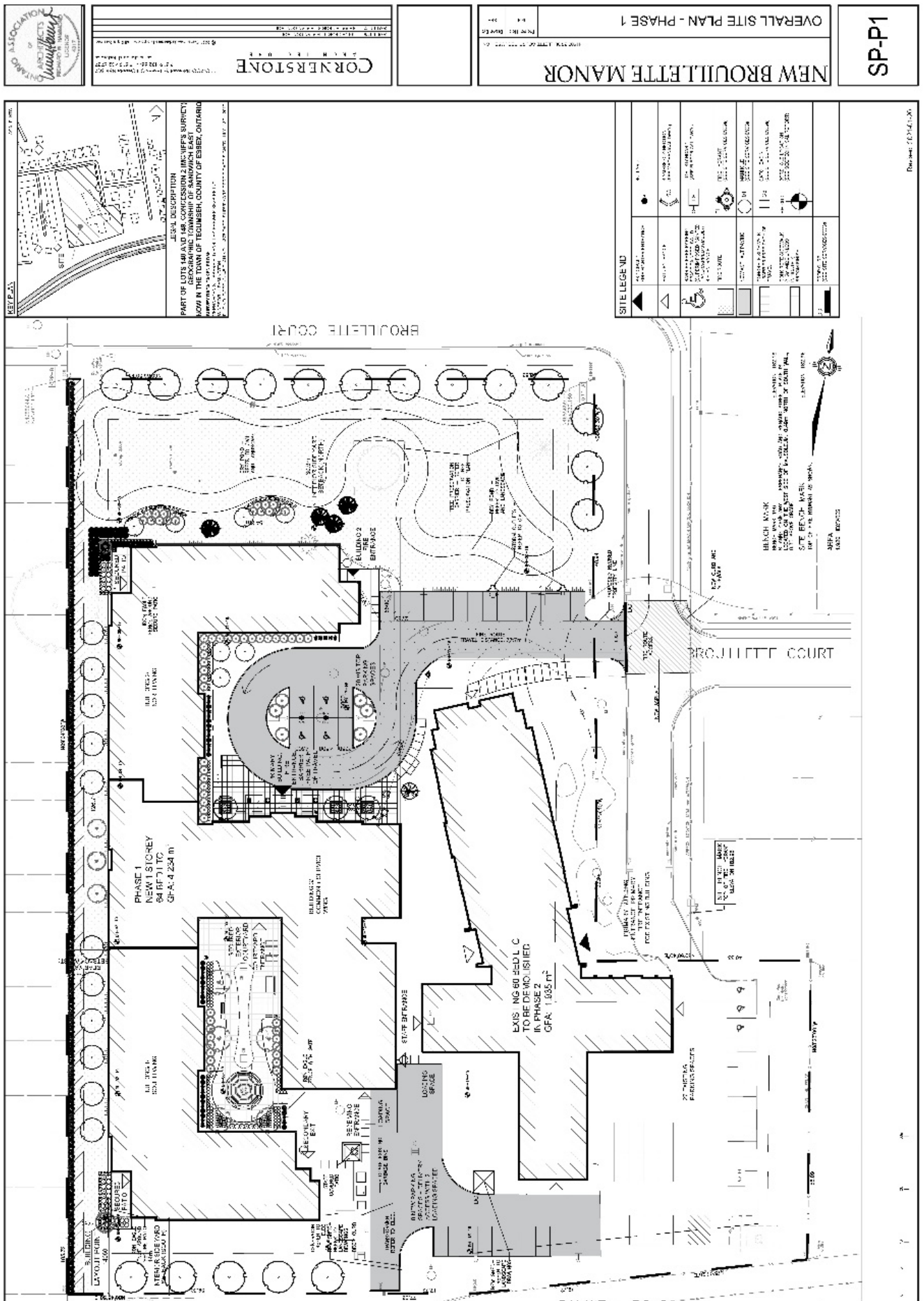
Per: _____
Gary McNamara - MAYOR

Laura Moy - CLERK
 “We have authority to bind the Corporation”

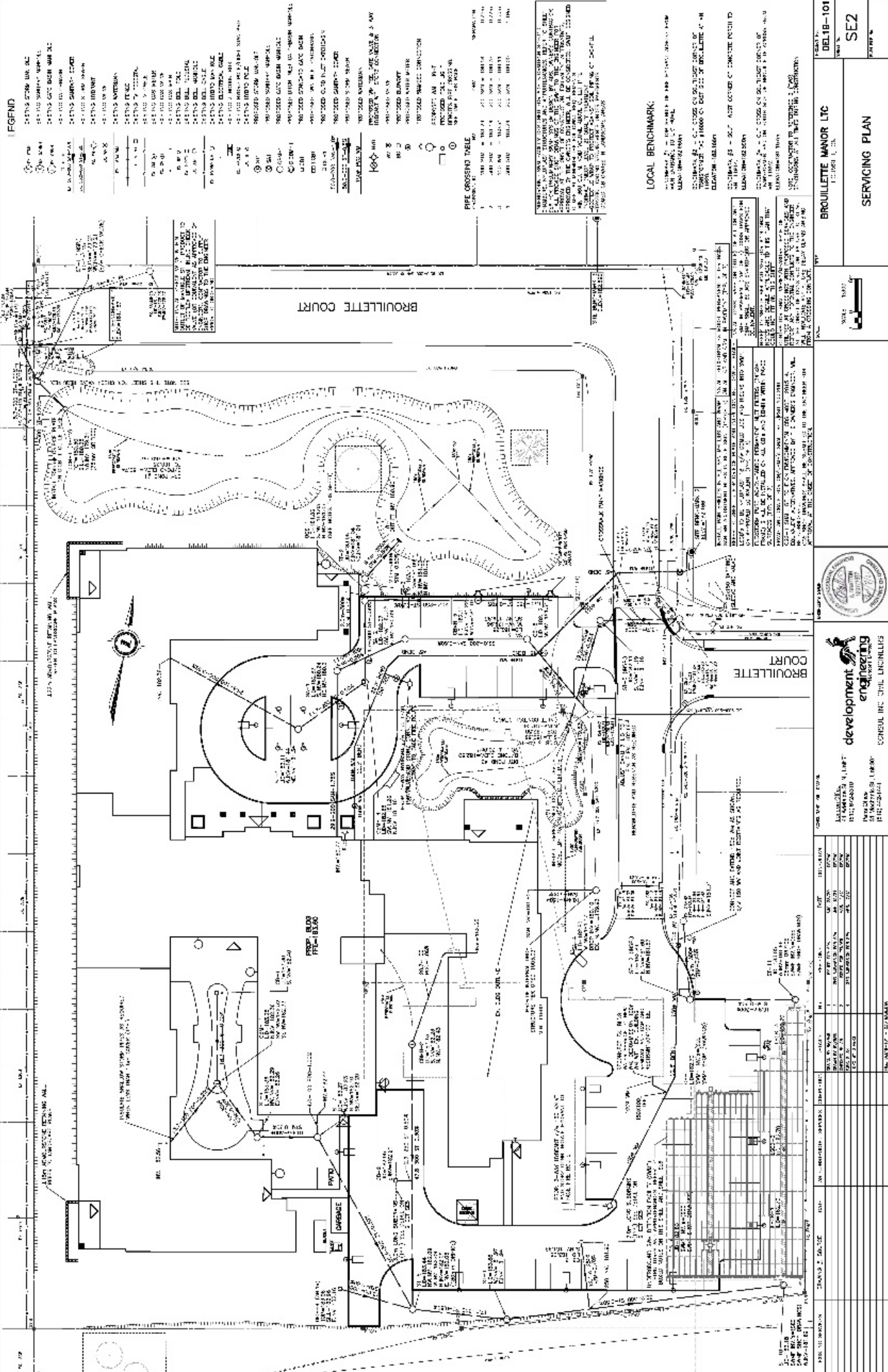
1230839 ONTARIO LIMITED

Per: _____
Shona Outridge, Director of Operations
 “Authorized Signing Officer”

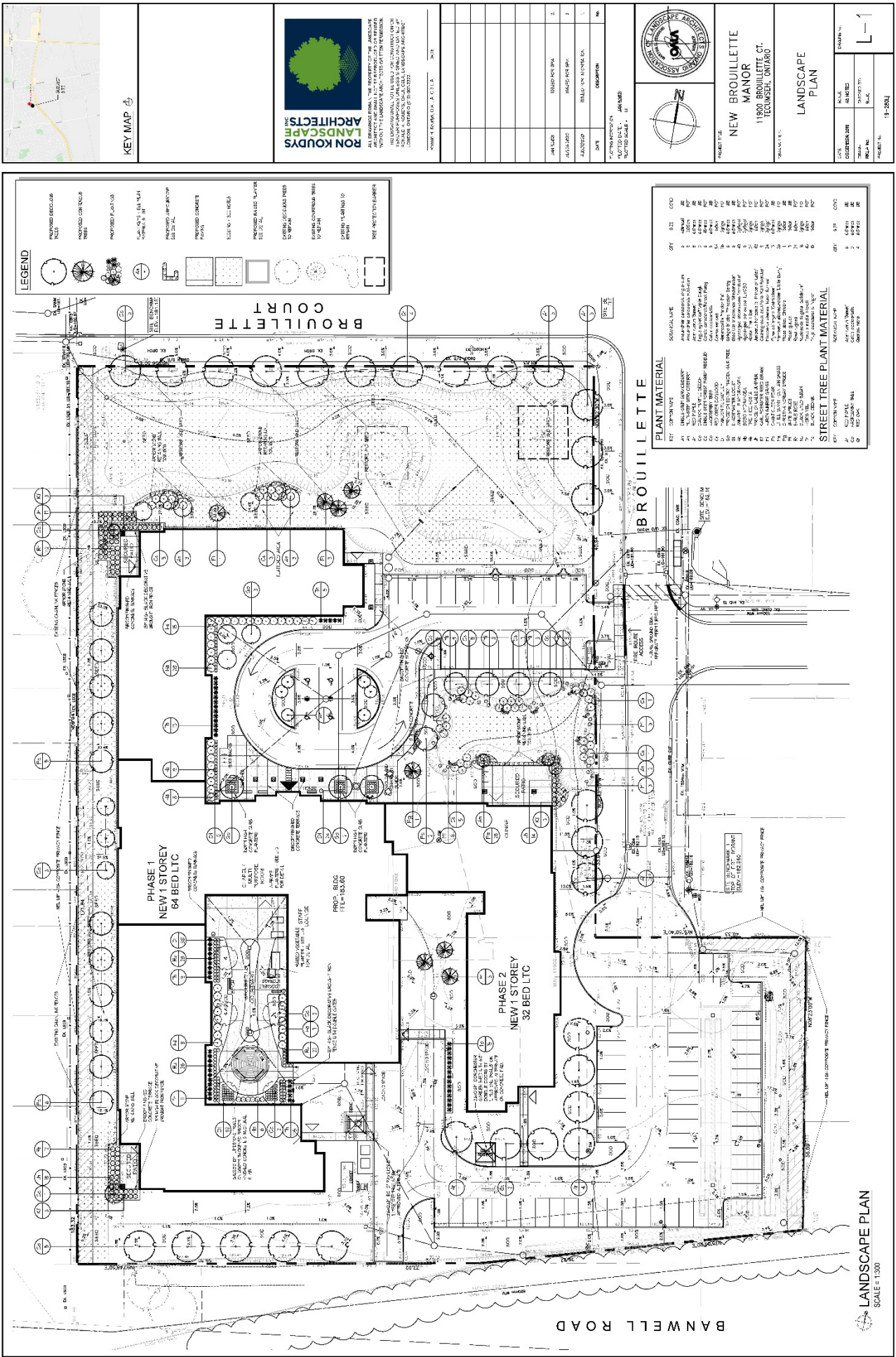
SITE PLAN PHASE 1



SCHEDULE "B"
WHITE SERVICE PLAN



SCHEDULE "D"
LANDSCAPE PLAN



PHOTOMETRIC PLAN

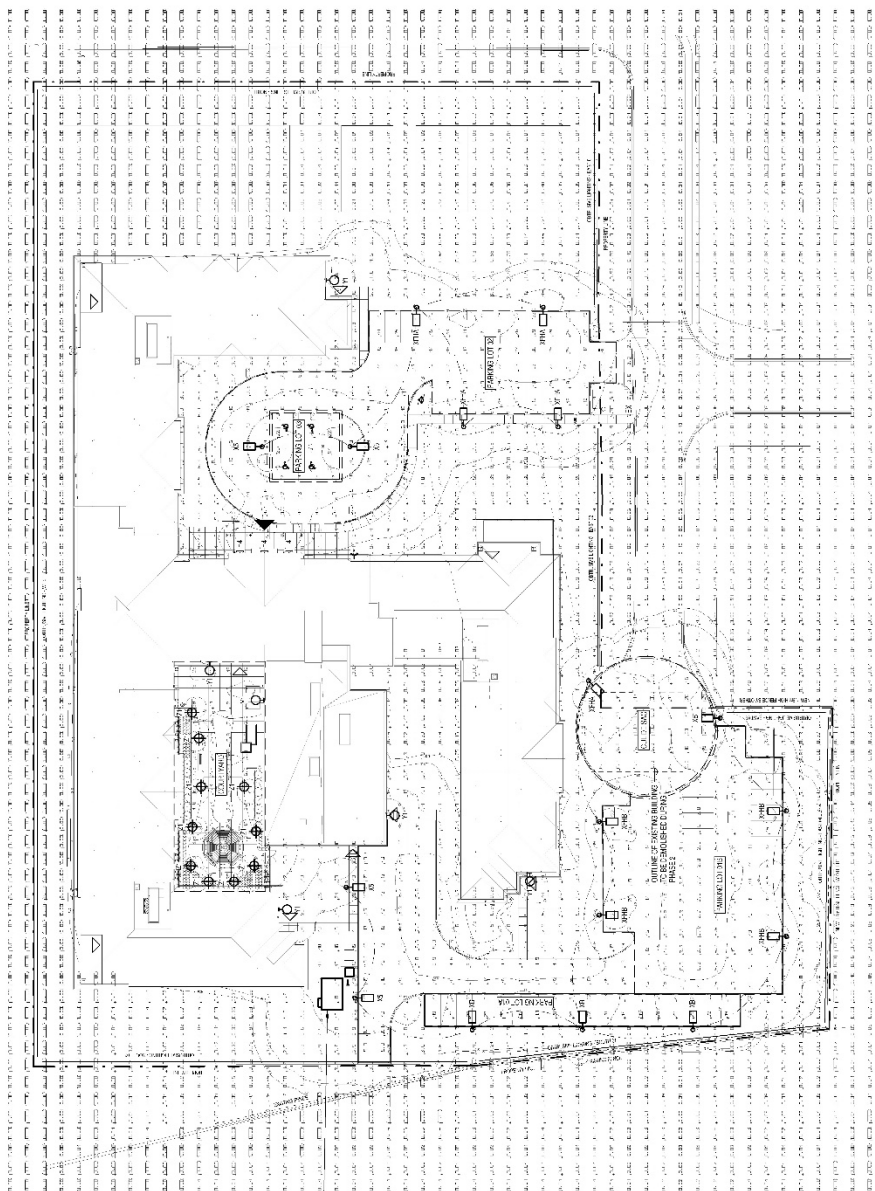
SPA2

NEW BROUILLETTE MANOR
LONG TERM CARE HOME
SITE PLAN - ELECTRICAL - PHASE 2



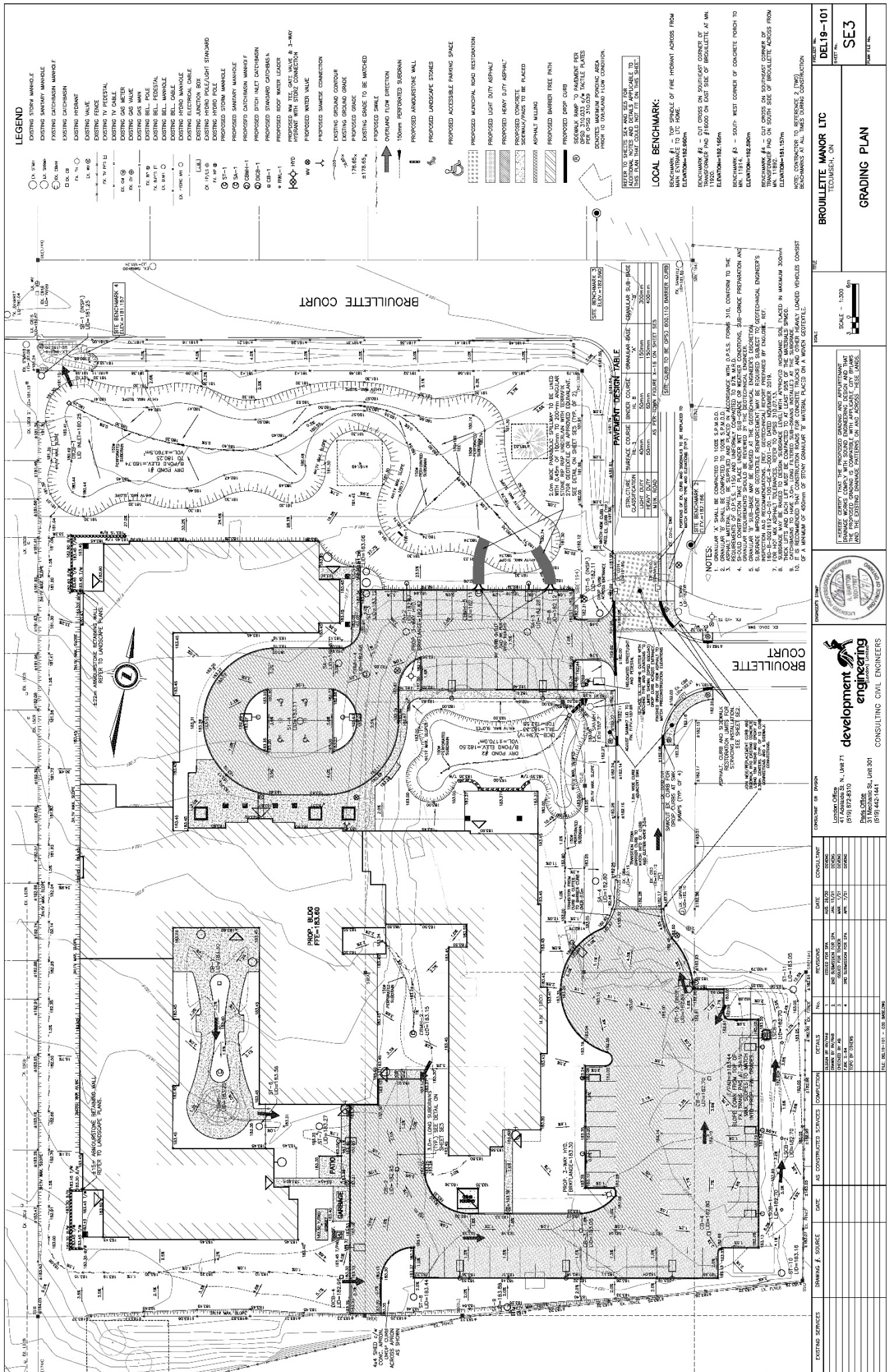
Chorley + Bisset
CONSULTING ENGINEERS

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SCHEDULE "F"

GRADING PLAN



Schedule “G”

PT LT 148 CON 2 SANDWICH EAST (TECUMSEH);
PT LT 149 CON 2 SANDWICH EAST (TECUMSEH) PT 1 12R12525, PT 1 12R15677;
Town of TECUMSEH, County of Essex

Being all of PIN 01567-0507

And known municipally as 11900 BROUILLETTE COURT TECUMSEH



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: May 11, 2021

Report Number: PBS-2021-21

Subject: Site Plan Control
Demeter Developments Inc.
11941 Tecumseh Road
OUR FILE: D11 11941TEC

Recommendations

It is recommended:

That a by-law authorizing the execution of the “Demeter Developments Inc.” site plan control agreement, satisfactory in form to the Town’s Solicitor, which allows for the development of a four-storey apartment building consisting of 38 dwelling units and associated parking, landscaping and on-site services/works on a 0.43 hectare (1.06 acre) parcel of land situated on the south side of Tecumseh Road, approximately 80 metres west of its intersection with Shawnee Road (11941 Tecumseh Road), **be adopted**, subject to the following occurring prior to the Town’s execution of the Agreement:

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

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

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

Background

Property Location

Demeter Developments Inc. ("the Owner") owns the subject 0.43-hectare (1.06 acre) property located on the south side of Tecumseh Road, approximately 80 metres west of its intersection with Shawnee Road (11941 Tecumseh Road). The property is currently occupied by two single-unit dwellings, both of which are located on the northern portion of the property, abutting Tecumseh Road, while the southern portion of the subject property is currently vacant (see Attachment 1).

Previous Planning Application Approvals

In July of 2017, Council adopted by-laws having the effect of amending the Tecumseh Official Plan and Tecumseh Zoning By-law 1746 to permit the use of the property for an apartment building containing up to 51 dwelling units and one live-work unit (a dwelling unit that will double as a commercial work space) and having a maximum height of five stories. The Official Plan Amendment (OPA No. 39) also introduced site-specific policies regarding the design of the mutual access with the abutting apartment building to the east. The Zoning was changed from "General Commercial Zone (C3)" to "General Commercial Zone (C3-14)" which, in addition to establishing the maximum height and number of units, sets out site-specific minimum yard requirements.

Proposed Development

The property is subject to site plan control approval in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. Accordingly, the Owner has filed an application for site plan control approval in order to facilitate the following development (see Attachment 2):

- i) a four-storey, 38-unit apartment building having a building footprint of 1,206 square metres (12,991 square feet) and a total floor area of 4,827 square metres (51,964 square feet) that is situated at the front of the property. Of the 38 units, 27 will be two-bedroom units, with the remaining 11 being one-bedroom units, one of which will be a live-work unit. The units are proposed to be rented and will range in size from 74 square metres to 93 square metres (800 square feet to 1,000 square feet);
- ii) an asphalted parking area to the rear of the apartment building containing 57 spaces (two of which are barrier free) that will include infrastructure to provide proper stormwater drainage. In addition, a bicycle rack for five bicycles is being provided;

- iii) the installation of a new 1.5-metre high vinyl privacy fence along the southern lot line and a portion of the eastern lot line where it abuts the rear yards of the residential properties that front onto Shawnee Road;
- iv) landscaping throughout the property and along Tecumseh Road;
- v) a shared vehicular/pedestrian access corridor extending south from Tecumseh Road and located partially on the eastern side of the property and partially on the western side of the property abutting to the east. It should be noted that the site plan agreement requires that, in conjunction with the current apartment building being constructed on the property to the immediate east, this access corridor will be designed to serve both properties (the subject property and the property abutting to the east at 11957 Tecumseh Road). This shared access corridor will include a vehicular access drive with sidewalks and landscaped strips on both sides. This requirement for shared access between the subject property and the property to the east is established in the Official Plan and is consistent with the requirements contained in the existing executed site plan agreement pertaining to the three-storey apartment under construction on the abutting easterly property. It should also be noted that the two property owners are currently finalizing a mutual access agreement that will legalize the shared access corridor and the relationship between the properties;
- vi) a pedestrian public access corridor through the aforementioned shared access corridor that will connect the existing residential areas south of the subject land to the Tecumseh Road commercial area. This public access corridor will be secured through easements (prepared by the Town's solicitor) granted to the Town by the owners of the subject property and the abutting property to the east. It should be noted that the completion of this connection will ultimately require the cooperation of the landowner to the south (currently the Windsor-Essex Community Housing Corporation) so that the pedestrian public access corridor can be connected to Arbour Street;
- vii) a 3-metre (10 foot) land conveyance across the frontage of the property to the Town that will be added to the Tecumseh Road right-of-way. This conveyance is required as a condition of site plan approval in the Official Plan for all lands proposed to be developed along Tecumseh Road; and
- viii) a conceptual layout of a future apartment building on the property located to the immediate west of the subject property and how this potential apartment could be integrated into the subject development, particularly with respect to the use of the shared access lane. The Owner is also part-owner of this abutting property and has expressed an interest in potentially developing the abutting property once the currently-proposed development is completed. The Owner has been advised that the illustration of the future development on the abutting lands to the west does not constitute a formal site plan approval for these abutting lands. Any development of the lands to the west will be subject to a future site plan approval process and will need to adequately address matters such as site servicing, fire access, landscaping, parking and shared access.

In addition to the site plan, the Owner has submitted a site service, grading and pavement plan, a landscape plan, a photometric plan and an elevation plan, all of which are attached to the site plan agreement as schedules. The Owner has also submitted an architectural rendering of the proposed development (see Attachment 3).

Comments

Official Plan and Zoning

The proposed development and corresponding site plan conform to the site-specific policies contained in the Official Plan. In addition, the site plan complies with all regulations established in the “General Commercial Zone (C3-14)” (see Attachment 4).

Servicing

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

Community Improvement Plan (CIP)

The subject property is located within the Tecumseh Road Main Street Community Improvement Plan (CIP) area. The proposed development is consistent with the CIP objectives, particularly as they relate to: residential intensification; the positioning of the apartment building at the front edge of the property with parking to the rear; the accommodation of a pedestrian link that will ultimately connect the Tecumseh Road commercial area and the Arbour Street residential area; 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 these two grants are being brought forward concurrently with this site plan control application by way of Reports PBS-2021-22 and PBS-2021-23, respectively.

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed site plan control agreement will result in appropriate development that is based on sound land use planning principles. The development of the proposed four-storey, 38-unit apartment building, along with other proposed residential intensification developments in the surrounding area, will help to realize the community-developed vision articulated in the Tecumseh Road Main Street CIP. Accordingly, Administration is prepared to recommend approval of the attached site plan agreement, as prepared by Wolf Hooker Law Firm (Town Solicitor) (see Attachment 5, with site plan drawing attached thereto as Schedule B) which facilitates the subject development.

As has been the practice of the Town to date, the agreement establishes that a security deposit in the amount of \$20,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled.

Consultations

Fire & Emergency Services
Public Works & Environmental Services
Town Solicitor

Financial Implications

None

Link to Strategic Priorities

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

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	Subject Property Map
2	Proposed Site Plan, Detail View
3	Proposed Architectural Rendering
4	Zoning Map
5	Site Plan Control Agreement



Prepared By:
Tecumseh Planning and
Building Services Department

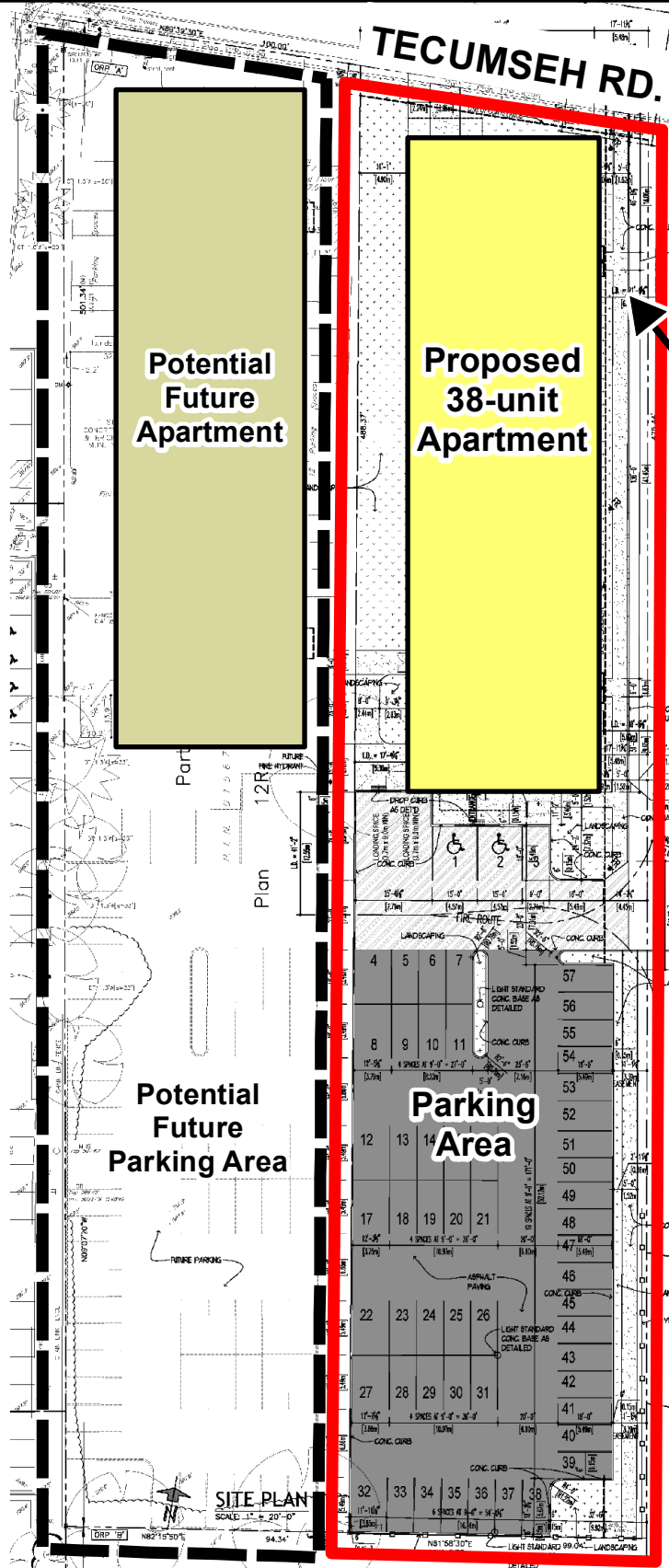


Legend:



Subject Property

Attachment 1
Site Plan Control
Demeter Developments Inc.
11941 Tecumseh Road
Property Location



The mutual access lane will be constructed in conjunction with apartment development to the immediate east, in accordance with Official Plan policies.



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject Property



Future Potential
Development Property

Attachment 2

Site Plan Control

Demeter Developments Inc.

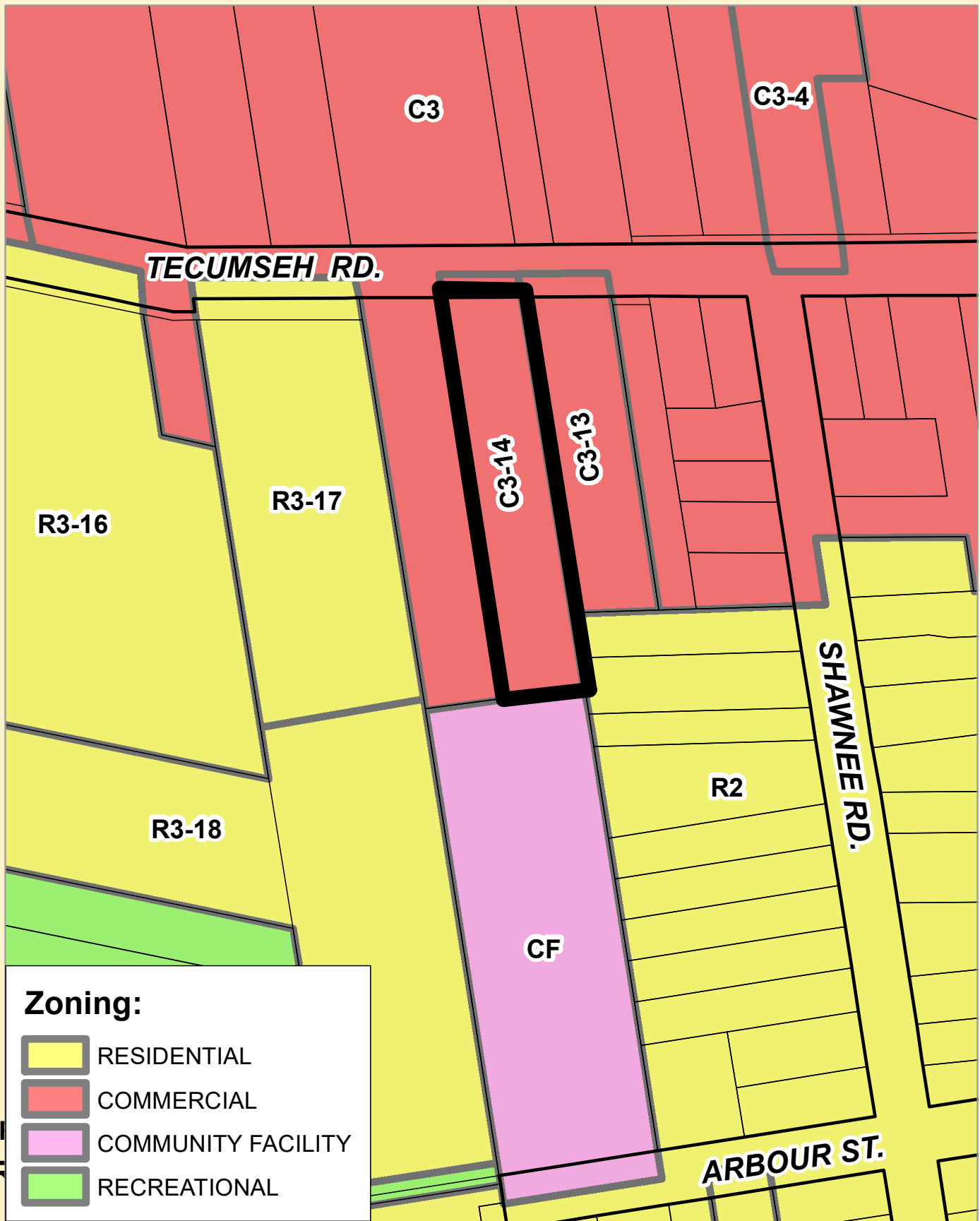
11941 Tecumseh Road

Proposed Site Plan, Detail View



View of north and east facades, looking southwest from Tecumseh Road.





Prepared By:
 Tecumseh Planning and
 Building Services Department



Legend:



Subject
 Property

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

DEMETER DEVELOPMENTS INC.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

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

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Schedule “B” - Site Plan

Schedule “C” - Site Servicing, Grading & Plan

Schedule “D” – Landscape Plan

Schedule “E” – Photometric Plan

Schedule “F” – Elevations

Schedule “G” – Mutual Access Area Illustration

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2021.

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-

DEMETER DEVELOPMENTS 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 Servicing, Grading & 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 Servicing, Grading & 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, Conservation and Parks, 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 Servicing, Grading & 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 the Landscape Plan annexed hereto and marked Schedule "C" and the Engineering Data. Drainage facilities and requirements shall be constructed and installed contemporaneously with the construction of the development. The Owner shall supply, construct or install all facilities and works necessary to connect the Owner's drainage system to the Municipality's storm sewer system, and shall pay to the Municipality any connection charges associated therewith.

2.1.4.5 Landscape Plan

The Owner shall landscape the subject lands all in accordance with the Landscape Plan. 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 Elevations

The owner shall construct the building in accordance with the Elevations 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) at the end of construction a letter confirming that all services have been completed in accordance with the approved plans/reports including as-built drawings showing as-built details and elevations for underground services and final grading.

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, to the satisfaction of the Municipality. The Owner shall provide, install and maintain suitable traffic direction and information signs painted or otherwise marked on the surface of the parking area and driveway approaches, all to the satisfaction of the Municipality.

2.1.8 Entrances

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

2.1.9 Repair

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

2.1.10 Dirt and Debris

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

2.1.11 Address Sign

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

2.1.12 Environmental Laws

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

2.1.13 Noise By-Laws

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

2.1.15 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 Servicing, Grading & 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 Photometric Plan attached hereto as schedule E, the Site Plan, and/or the Site Servicing, Grading & Plan and 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.

2.1.18 Signs

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

2.1.19 Refuse Collection

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

2.1.20 Mutual Access Area

No buildings or structures shall be constructed within 4.3 metres of the Lands’ easterly side lot line to accommodate a future shared vehicle laneway, future sidewalk and associated landscaped area combined with similar facilities along the western lot line of the easterly abutting property (known municipally as 11957 Tecumseh Road East, Tecumseh, ON and identified by PIN 01567-0249) so that a future single mutual access area herein (“the mutual access area”) having a total width of approximately 10.9 metres (i.e. 4.3 metres within the Lands and 6.6 metres within 11957 Tecumseh Road East), as illustrated in approximate location in the image attached as Schedule “G”. This area is intended to provide access to the Lands’ parking area from Tecumseh Road along with access to the easterly abutting property currently under development .

A1.52 m (5’) wide sidewalk is to be provided within the mutual access area with its westerly limit located 0.91 m (3’) from the easterly face of the building from the northerly limit of the property to the southerly limit of the property as identified in the Site Plan to provide for the movement of pedestrians from Tecumseh Road to other lands farther to the south.

The Owner further covenants to negotiate, in good faith, a cross access and maintenance agreement with the owner of the easterly abutting property respecting the mutual access area. Should the parties be unable to settle the terms, the Town is appointed as arbiter with authority to impose a form of agreement in this regard which will be binding on the Owner. The Town shall review and approve the substances of this agreement in advance of its execution.

The Owner shall convey and the Town is hereby authorized to electronically register an easement for public pedestrian access in favour of the Town respecting the Owner’s sidewalk over Part(s) _____ on Plan 12R-_____.

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

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

- a) Workplace Safety Insurance 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 Servicing, Grading & Plan annexed hereto and marked Schedule "B" and "C" within SIX (6) months of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within TWO (2) years of the date of execution of this Agreement.

3.4 APPROVAL LIMITED TO SUBJECT LANDS

The Owner acknowledges that the illustration of a future development on abutting lands to the west does not constitute a site plan approval of such future development. Any development of lands to the west will be subject to the owner of those lands obtaining such approvals as may be necessary, including, without limitation, official plan and/or zoning by-law amendments and an application for site plan approval.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

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

5.2 ROAD WIDENING

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

ARTICLE 6

SECURITY

6.1 PERFORMANCE

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

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that

would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 6.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

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

3200 Electricity Dr., Windsor, ON N8W 5J1

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" to "G", inclusive, 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

DEMETER DEVELOPMENTS INC.

Per: _____
JAMES TJIACHRIS, President

SCHEDULE "A"

THE LANDS

**PT LT 148 CON 2 SANDWICH EAST (TECUMSEH) AS IN R1082471; TOWN OF
TECUMSEH**

Being all of PIN 01567-0343

**11941 TECUMSEH RD E
TECUMSEH, ON**

SITE PLAN

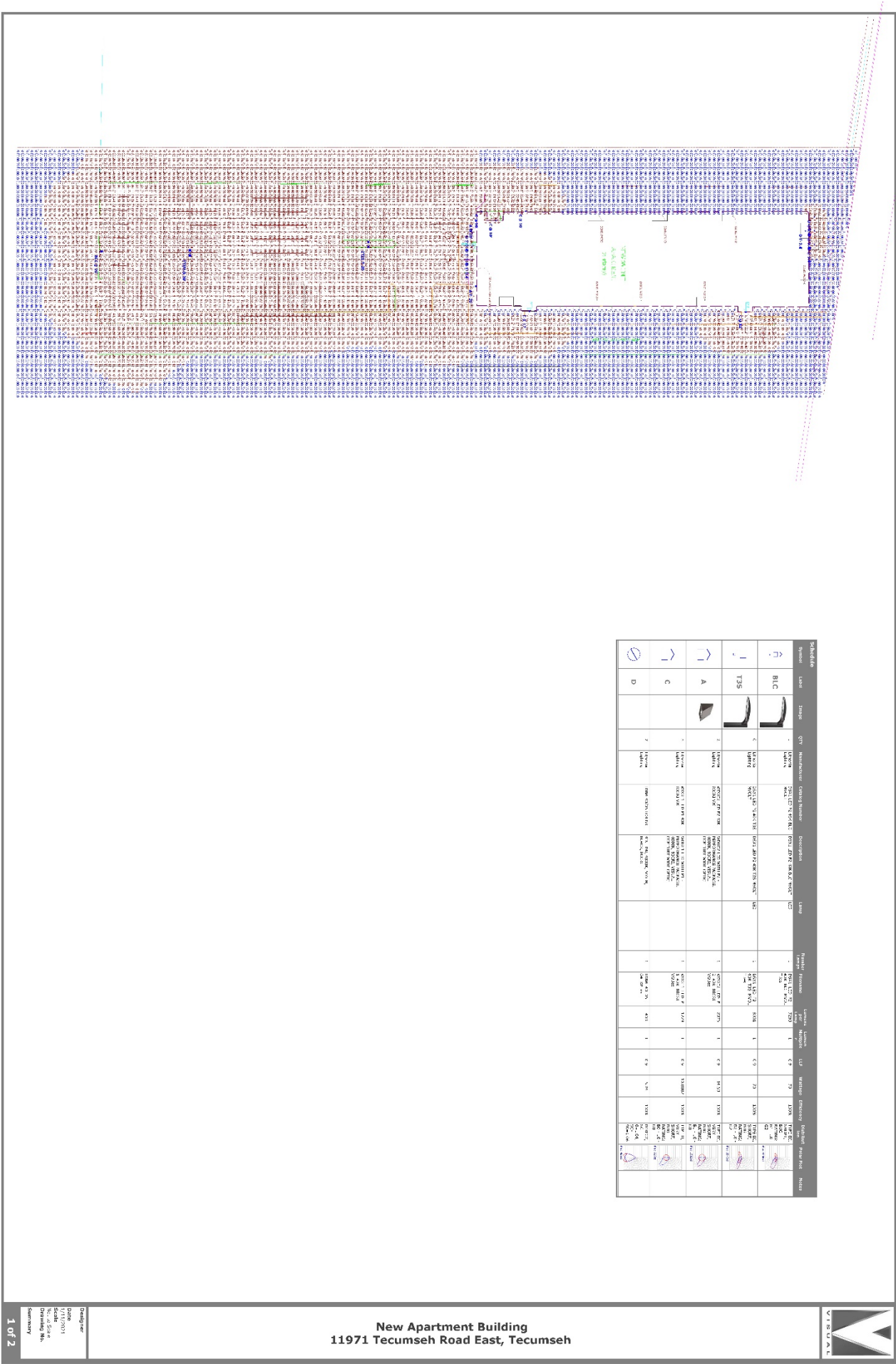


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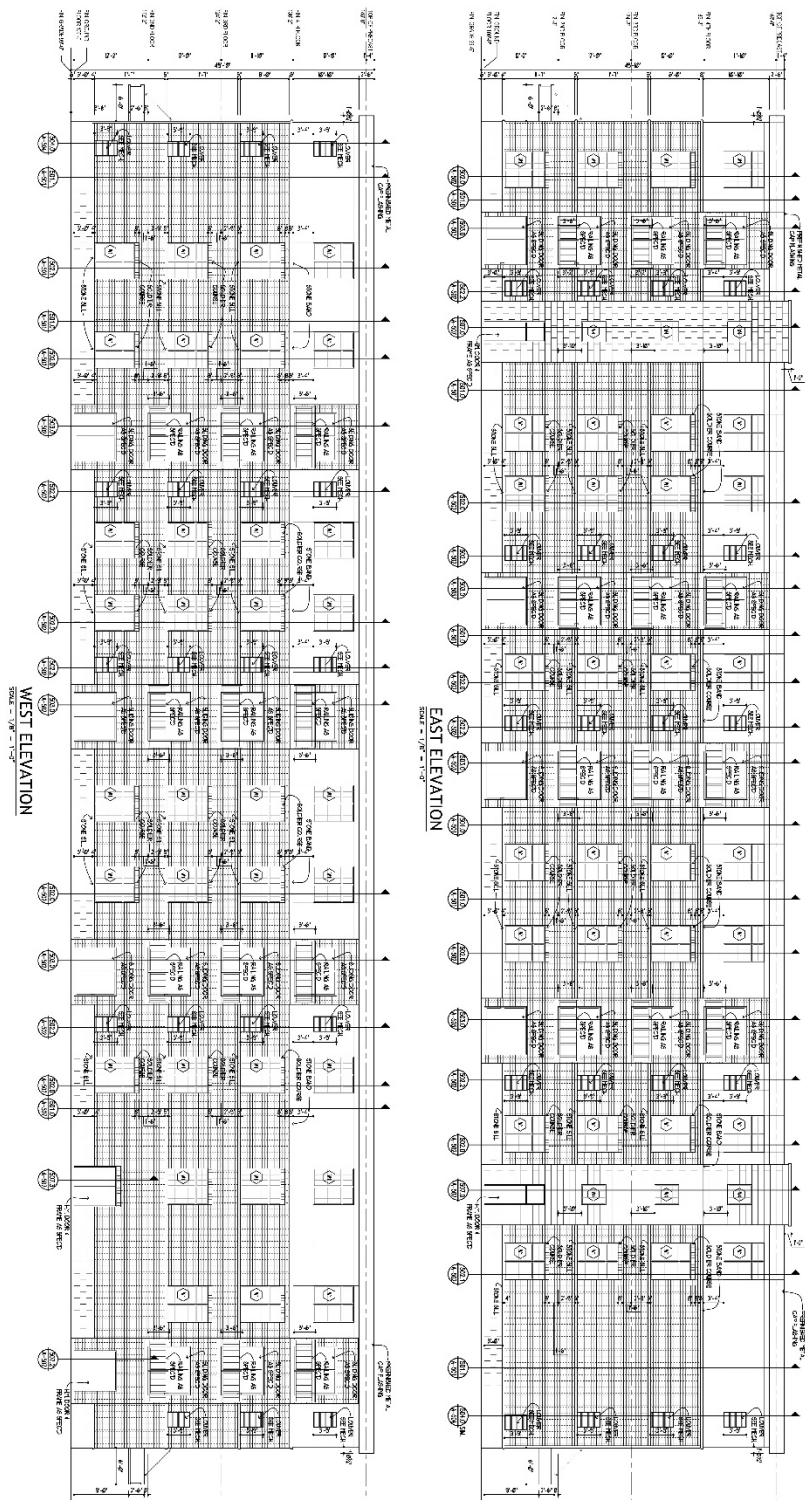
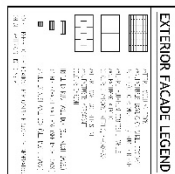
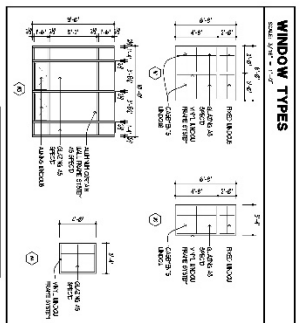
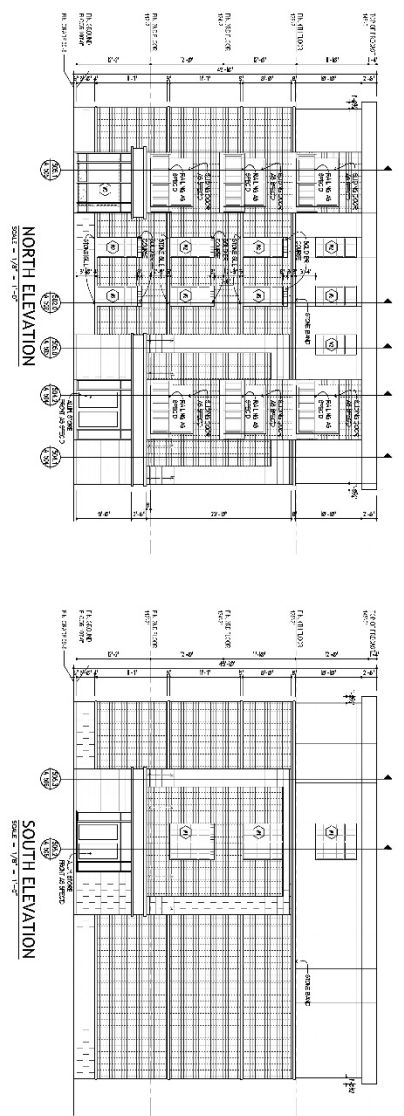
SCHEDULE "E"

PHOTOMETRIC PLAN



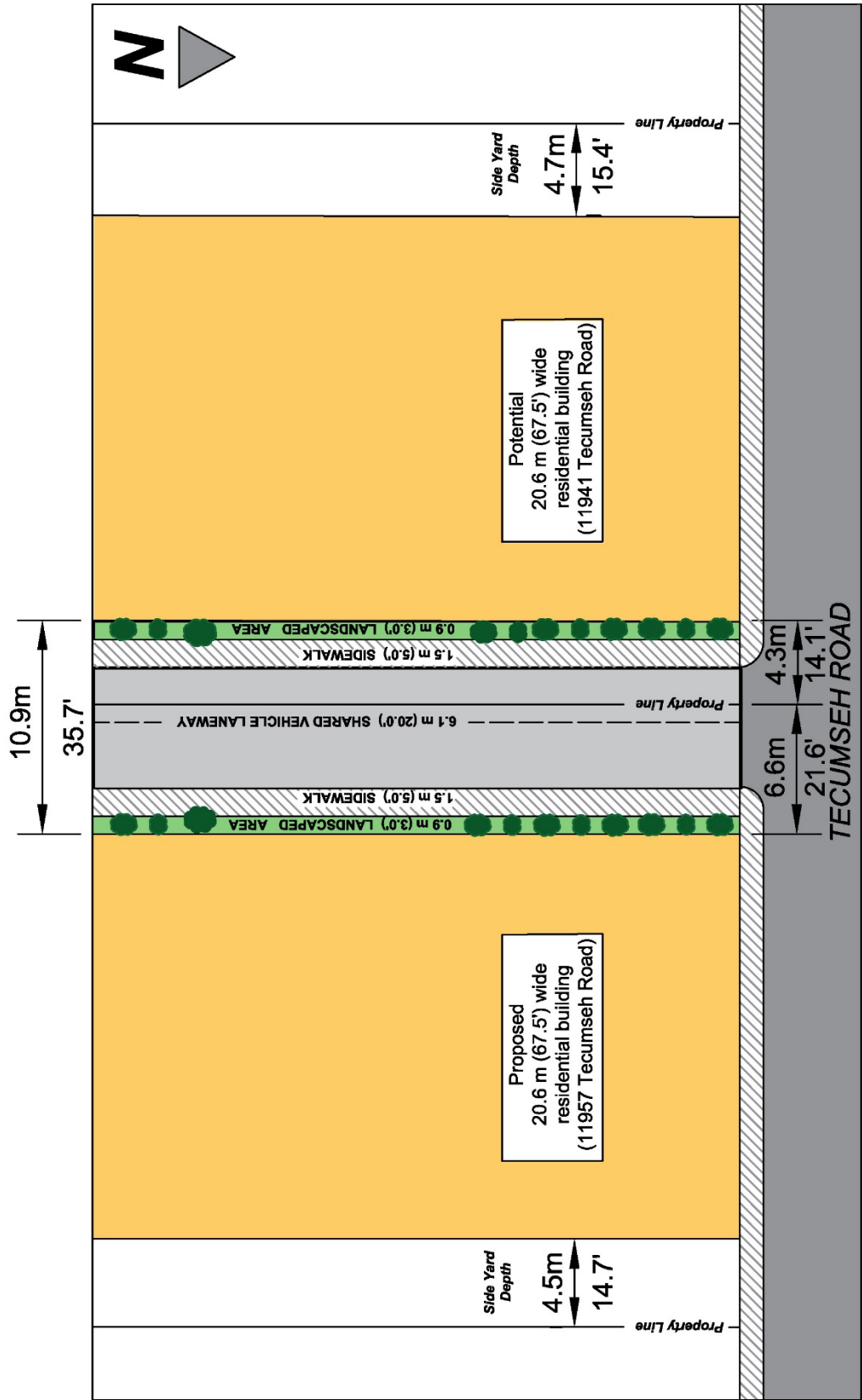
SCHEDULE "F"

ELEVATIONS

[illegible]

SCHEDULE "G"

MUTUAL ACCESS AREA ILLUSTRATION





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: May 11, 2021

Report Number: PBS-2021-22

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
Demeter Developments Inc.
11941 Tecumseh Road
Development Charges Grant Program
OUR FILE: D18 CIPFIP - CIP-05/21

Recommendations

It is recommended:

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 11941 Tecumseh Road (Roll No. 374402000000700), **be deemed eligible and approved** for the Development Charges Grant Program in the amount of \$100,000 in relation to the construction of a four-storey, 38-unit apartment building proposed for the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with PBS-2021-22.

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-2021-22.

Background

Proposed Residential Development

Over the past several months, Town Administration has been in detailed discussions with the Owner of the 0.43 hectare (1.06 acre) parcel of land situated on the south side of Tecumseh

Road approximately 80 metres west of its intersection with Shawnee Road, (11941 Tecumseh Road), regarding the proposed redevelopment of the property for a four-storey, 38-unit apartment building. The property's redevelopment in this form would be consistent with the site specific Official Plan policies and Zoning By-law regulations that were introduced through amendments in 2017. The subject property is also located within the Tecumseh Road Main Street Community Improvement Plan (CIP) area (see Attachments 1A and 1B for location).

Site Plan Control approval is being requested concurrently with this CIP grant application by way of PBS-2021-21. Once the site plan is approved by Council, the Owner is proposing to commence construction of the aforementioned apartment building and associated parking, landscaping and on-site services (see Attachments 2 and 3).

CIP Application – Development Charges Grant Program

Based on the property being located within the CIP area, the Owner has submitted a Financial Incentive Program Grant Application seeking funding under the Development Charges Grant Program in the amount of \$100,000 for the proposed redevelopment.

In addition to the Development Charge Grant being sought, 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. This also is contingent upon approval of the aforementioned Site Plan Control approval. The Building and Property Improvement Grant (BPIG) Program CIP application is also being brought forward for Council approval concurrently with the above-noted applications by way of PBS-2021-23.

Tecumseh Road CIP

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 4 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.



Comments

Proposed CIP Grant Details

The Development Charge Grant Program provides a rebate based on the total development charge in effect which, in the case of the subject development (an apartment building consisting of 11 one-bedroom units and 27 two-bedroom units, along with a development charge credit for the demolition of the two single-unit dwellings that currently occupy the property), would total \$319,024. 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, providing for a total of \$323,594 in funds available for 2021. To date, two other applications, requesting a total of \$115,000 in funding, have been approved by Council in 2021. Accordingly, the current available funding total is \$208,594.

Upon approval of the recommendation of this report, remaining available program funds for 2021 will be \$108,594 as referenced in the tables in Attachments 5A and 5B.

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

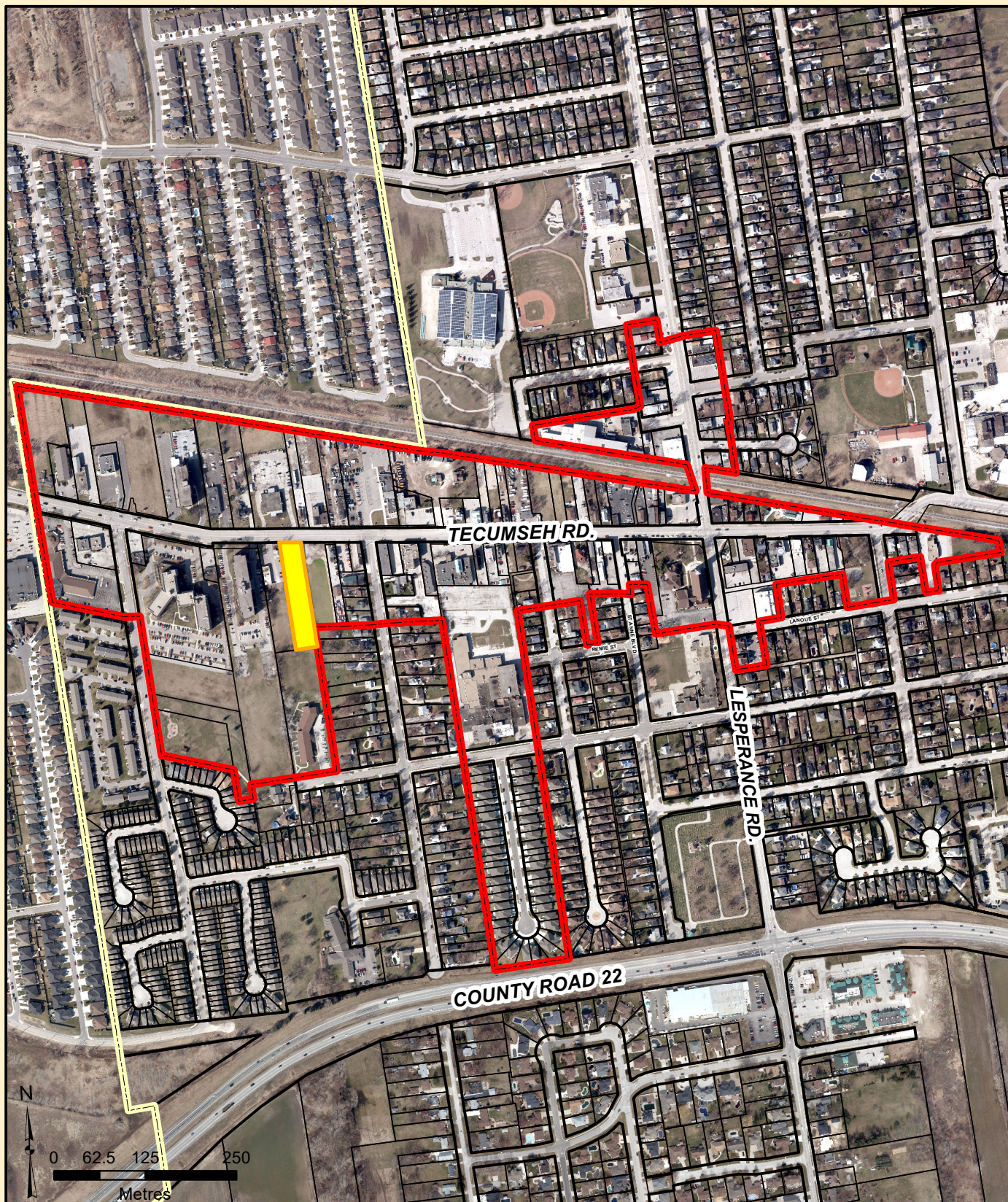
Reviewed by:

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

Recommended by:

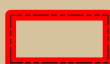
Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1A	Property Location in Relation to CIP Study Area
1B	Property Location, Detail View
2	Proposed Site Plan, Detail View
3	Architectural Rendering
4	CIP Support Programs and Incentives Summary
5A	CIP Incentives Financial Summary Chart No. 1
5B	CIP Incentives Financial Summary Chart No. 2



Prepared By:
Tecumseh Planning and
Building Services Department

Legend:



CIP Area



Subject Property



Municipal Boundary

Attachment 1A

Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road

Development Charges Grant Program
Property Location in Relation to CIP Study Area



TECUMSEH RD.

SHAWNEE RD.

0 15 30 60
Metres



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject Property

Attachment 1B
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Development Charges Grant Program
Property Location, Detail View

TECUMSEH RD.

**Proposed
38-unit
Apartment**

**Parking
Area**



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject Property

Attachment 2

Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Development Charges Grant Program
Proposed Site Plan, Detail View



View of north and east facades, looking southwest from Tecumseh Road.



Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 4
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
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

Attachment 5A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Development Charges Grant
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - as of May 11, 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	\$ 100,000	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ 15,000	\$ -	\$ -
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	\$ 115,000	\$ 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		\$ 208,594		
Remaining Available less Projects Proposed			\$ 108,594	

Attachment 5B
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Development Charges Grant
CIP Incentives Financial Summary Chart No. 2

CIP Approved Projects and Funding Since Inception											
Project											
Code / Year	Project Name	1	2	3	4	5	6	7	8	Total	PBS Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	26-17
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society								\$ 1,000	\$ 1,000	PBS 2018-16
CIP-03/18	Buckingham Realty		\$ 600							\$ 600	PBS 2018-17
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000				\$ 60,416	PBS 2018-18
CIP-05/18	12357 Tecumse Road - Bosely Hair					\$ 20,000				\$ 20,000	PBS 2018-19
CIP-06/18	Team Goran Inc.				\$ 4,000					\$ 4,000	PBS 2018-33
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000								\$ 3,000	PBS 2018-39
CIP-08/18	1122 Lesperance (2586168 ON)				\$ 15,000					\$ 15,000	PBS-2018-42
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562							\$ 562	PBS-2018-23
CIP-01/19	11958 Tecumseh Road	\$ 3,000								-	PBS-2019-15
CIP-02/19	12222 Tecumseh Road						\$ 9,575			\$ 9,575	PBS-2019-29
CIP-03/19	Buckingham Realty						\$ 438			\$ 438	PBS-2019-34
CIP-04/19	Villa Pia Investments - 12000 Tecumseh Road	\$ 3,000	\$ 1,075							\$ 4,075	PBS-2019-38
CIP-05/19	11865 Tecumseh Road	\$ 3,000								-	PBS-2020-01
CIP-07/19	11957 Tecumseh Road			\$ 100,000						\$ 100,000	PBS-2020-03
CIP-01/20	1222 Lesperance Road	\$ 3,000								\$ 3,000	PBS-2020-04
CIP-06/19	Villa Pia Investments - 12000 Tecumseh Road			\$ 26,152						\$ 26,152	PBS-2020-11
CIP-02/20	1033 Lesperance Road - Desjardins Insurance				\$ 3,416		\$ 8,950			\$ 12,366	PBS-2020-15
CIP-03/20	12137 Tecumseh Road - The Job Shoppe						\$ 10,000			\$ 10,000	PBS-2020-16
CIP-04/20	11870 Tecumseh Road - Gateway Tower Inc			\$ 100,000						\$ 100,000	PBS-2020-19
CIP-06/20	12357 Tecumse Road - Bosely Hair	\$ 3,000								\$ 3,000	PBS-2020-31
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
CIP-01/21	1200-1250 Southfield Drive - Skyline Apartments			\$ 100,000						\$ 100,000	PBS-2021-03
CIP-03/21	11865 Tecumseh Road				\$ 15,000					\$ 15,000	PBS-2021-09
	Total	\$ 24,000	\$ 4,237	\$ 570,475	\$ 97,416	\$ 60,000	\$ 38,963	\$ 4,000	\$ 1,000	\$ 794,091	
										GRANT PAID	
					138					GRANT RECINDED	



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: May 11, 2021

Report Number: PBS-2021-23

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
Demeter Developments Inc.
11941 Tecumseh Road
Building Property Improvement Grant Program
OUR FILE: D18 CIPFIP - CIP-06/21

Recommendations

It is recommended:

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 11941 Tecumseh Road (Roll No. 374402000000700), **be deemed eligible and approved** for the Building and Property Improvement Grant Program, the amount of which will be determined based upon the incremental increase in the municipal portion of property tax that results from the works being completed in relation to the construction a four-storey, 38-unit apartment building proposed for the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with PBS-2021-23;

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-2021-23.

Background

Proposed Residential Development

Over the past several months, Town Administration has been in detailed discussions with the Owner of the 0.43 hectare (1.06 acre) parcel of land situated on the south side of Tecumseh Road approximately 80 metres west of its intersection with Shawnee Road, (11941 Tecumseh Road), regarding the proposed redevelopment of the property for a four-storey, 38-unit apartment building. The property's redevelopment in this form would be consistent with the site specific Official Plan policies and Zoning By-law regulations that were introduced through amendments in 2017. The subject property is also located within the Tecumseh Road Main Street Community Improvement Plan (CIP) area (see Attachments 1A and 1B for location).

Site Plan Control approval is being requested concurrently with this CIP grant application by way of PBS-2021-21. Once the site plan is approved by Council, the Owner is proposing to commence construction of the aforementioned apartment building and associated parking, landscaping and on-site services (see Attachments 2 and 3).

CIP Application - Building and Property Improvement Grant Program (BPIG)

Based on the property being located within the CIP area, the Owner has submitted a Financial Incentive Program Grant Application seeking funding under the Building and Property Improvement Grant Program (BPIG), with respect to the proposed redevelopment of the subject property. The BPIG promotes the development of commercial, institutional, mixed-use buildings and multi-unit residential buildings (greater than six units) within the CIP area. The property tax relief of the BPIG is based upon the incremental increase in the municipal portion of property tax resulting from the redevelopment of a property.

In addition to the BPIG being sought, the Owner has also applied for approval a Development Charges Grant under the CIP in the amount of \$100,000 for the subject property as a grant-back towards the \$319,024 Development Charge fee owing to the Town. This grant amount represents the maximum one-time grant for any single property within the CIP area. The Development Charges Grant Program CIP application is also being brought forward for Council approval concurrently with the above-noted applications by way of PBS-2021-22.

It should be noted that the BPIG program being applied for is not subject to the maximum \$100,000 grant limit since the BPIG effectively provides a 100 percent reduction to the incremental increase of the municipal portion of property taxes for a five-year period of time, rather than an outright municipal financial contribution.

assessment value. The total amount of the grant provided will not exceed the value of the work that resulted in the reassessment.

The tax increment used for establishing the grant amount is calculated using the following formula:

- The Municipal Tax Portion of Realty Taxes After Redevelopment **minus** the Municipal Tax Portion of Realty Taxes Before Redevelopment

The payment schedule for all BPIG grants will be a 100% grant on the municipal portion of the incremental tax increase resulting from the development for a five-year period. The Town will collect the full amount of property taxes owed for each of the years of the program's applicability and will issue the BPIG grant to the approved applicant after the final tax bills for each year have been collected. In accordance with this program, if the tax bill is not paid in full, the Town will cancel all future grants and collect past grants made as part of this program. The BPIG may be passed on to subsequent owners for the amount and time left in the original grant payback period. Subsequent owners may be required to enter into an agreement with the Town that outlines the details of the remaining grant amount, eligibility and financial obligations.

As identified above, the tax increment will be established after the final inspection of the improvements in accordance with the Ontario Building Code and MPAC has established a new assessment value. The dollar value for the tax increment used in the first year of the grant will be used for all subsequent years. The grant amount will not take any base year market value change or overall tax rate change into account, meaning the grant is based on the increase in property assessed value as a direct result of the improvements made to the building or property. To qualify for such a grant, the development must meet the policies and design guidelines of the CIP. The subject grant application has been 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. It should be noted that the CIP establishes that the Owner has a period of six months to start and one year to complete the project subject to the CIP application from the date of Council approval and that extensions can be considered on a case-by-case basis. Based on the scale of the proposed apartment building development, it is anticipated that a longer construction period of approximately two years will be required. Based on the foregoing, Administration recommends that the CIP construction timeline requirement be extended to two years for this development. It should be noted that this extension was also recommended to Council for the Development Charges grant that is also being applied for concurrently by way of PBS-2021-22.

Consultations

Financial Services

Financial Implications

The 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. As noted above, the BPIG is not subject to the maximum \$100,000 grant limit since the BPIG program effectively provides a 100 percent reduction to the incremental increase of the municipal portion of property taxes for a five-year period of time, rather than an outright municipal financial contribution. Accordingly, there is no net impact to the CIP grant budget for the duration of the grant.

Based on estimated property valuation increases resulting from the proposed development, the annual municipal tax levy would increase by approximately \$29,452 per year. This estimate is based on the information currently available to Administration. The final tax levy may differ from the estimate based on the reassessment completed by MPAC. The BPIG grant program provides that the grant amount is equivalent to the increase of the municipal portion of the tax levy in the first year and that the grant is fixed at this annual amount for five years. Based on the estimated valuation increase, the BPIG grant would equate to approximately \$29,452 per year for five years, or approximately \$147,260 in total. Following the five-year grant period, all municipal taxes levied would be retained by the municipality.

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

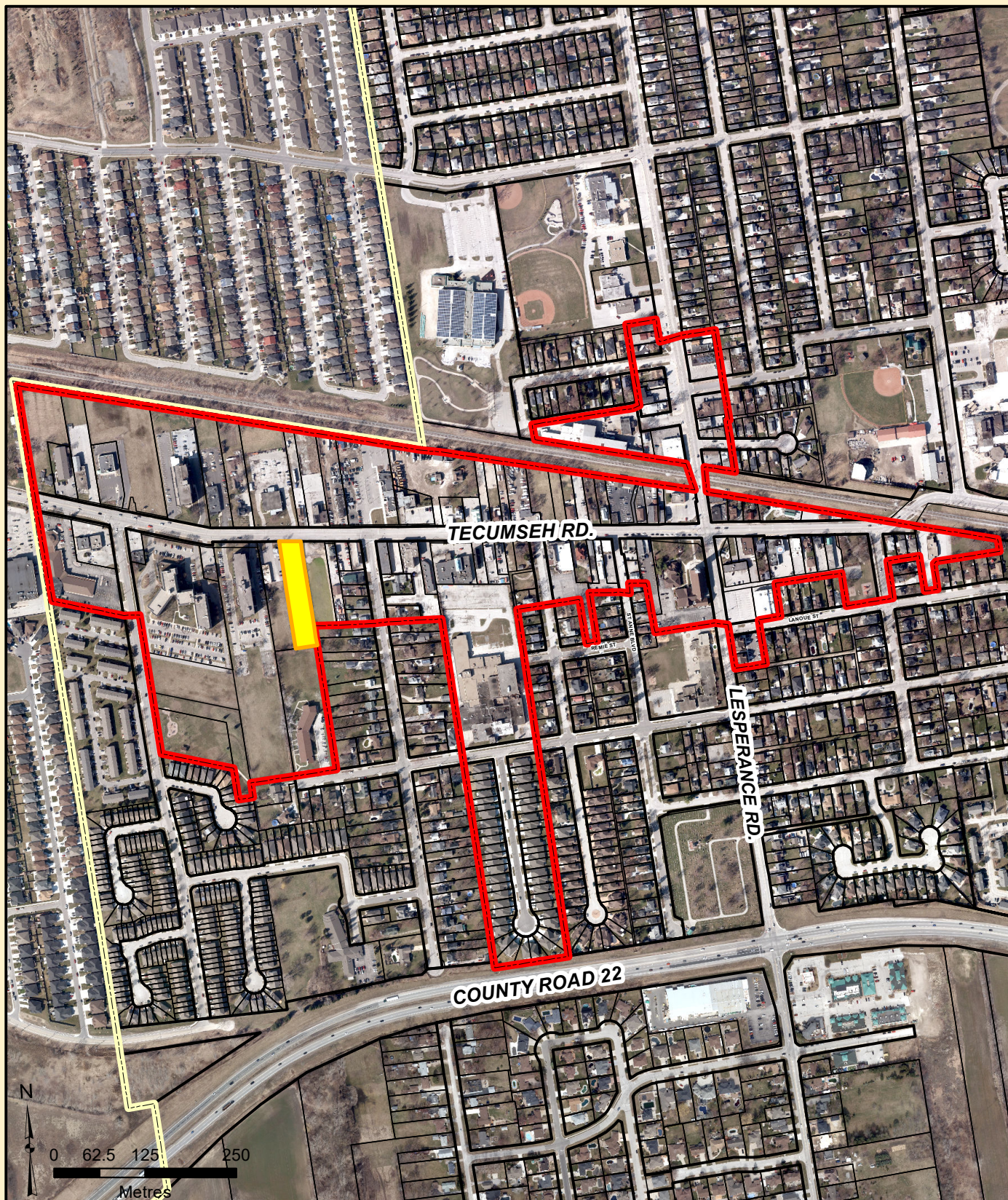
Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1A	Property Location in Relation to CIP Study Area
1B	Property Location, Detail View
2	Proposed Site Plan, Detail View
3	Architectural Rendering
4	CIP Support Programs and Incentives Summary



Prepared By:
Tecumseh Planning and
Building Services Department

Legend:



CIP Area



Subject Property



Municipal Boundary

Attachment 1A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Building Property Improvement Grant Program
Property Location in Relation to CIP Study Area



TECUMSEH RD.

SHAWNEE RD.

0 15 30 60
Metres



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject Property

Attachment 1B

Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Building Property Improvement Grant Program
Property Location, Detail View

TECUMSEH RD.

**Proposed
38-unit
Apartment**

**Parking
Area**



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject Property

Attachment 2

Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Building Property Improvement Grant Program
Proposed Site Plan, Detail View



View of north and east facades, looking southwest from Tecumseh Road.



Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 4
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
11941 Tecumseh Road
Building Property Improvement Grant Program
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

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



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: May 11, 2021

Report Number: PWES- 2021-19

Subject: 2020 Bridge & Culvert Needs Study (Structures with Spans >3.0m)

Recommendations

It is recommended:

That Report No. PWES-2021-19 2020 Bridge & Culvert Needs Study (Structures with Spans > 3.0m) **be received**;

And that the recommendations contained within the 2020 Bridge & Culvert Needs Study (Structures with Spans > 3.0m) **form the basis for prioritizing** projects when completing the annual Public Works & Environmental Services Capital Works Plan.

Background

At the December 10, 2019 Regular Meeting of Council, Council approved the recommendations (Motion: RCM-401/19) of Report No. PWES-2019-49 titled "2020-2024 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the 2020 capital works projects including the completion of the 2020 Bridge & Culvert Needs Study for structures with spans greater than three metres.

Dillon Consulting Limited was retained to conduct the study based on their past experience on the Town's bridge and culvert structures and completion of the 2003, 2008, 2014, 2016 and 2018 Bridge and Culvert Needs Studies.

Comments

The purpose of the Bridge and Culvert Needs Study (BCNS) was to assess the existing bridges and culverts with a span greater than three metres in the Town of Tecumseh and to prepare a comprehensive plan for improving and maintaining these structures for the next ten-year period. A full copy of the 2020 BCNS will be posted on the Town's website.

The eighteen (18) structures located in the Town, and included in this study, were classified as a Bridge or Culvert according to CAN/CSA S6-14 Canadian Highway Bridge Design Code (see Table 1 below and Attachment 2). The structures were inventoried and appraised according to the Ontario Structure Inspection Manual (OSIM) published by the Ministry of Transportation of Ontario, recent field inspections, and discussions with the Town.

Inspections of Bridges and Culverts are to take place every two years as legislated by O.Reg. 472/10 under the Public Transportation and Highway Improvement Act, which states:

- s.2(3): The structural integrity, safety and condition of every bridge shall be determined through the performance of at least one inspection in every second calendar year under the direction of a professional engineer and in accordance with the Ontario Structure Inspection Manual

Table 1: Bridge and Culvert (Structures with Spans >3.0m) Inventory

Structure ID	Structure Location	Structure Type	Year Constructed	Year of Last Major Rehab
1002	Pike Creek at 12 th Concession Road	Concrete Rigid Frame (Bridge)	1961	2016
1003	Pike Creek at 12 th Concession Road	Concrete Slab on Steel Girder (Bridge)	1965	2013
1004	Sullivan Creek at 12 th Concession Road	Concrete Non-Rigid Frame (Bridge)	1965	2019
1005	Pike Creek at Baseline Road	Concrete Slab on Steel Girder (Bridge)	1955	2013
1006	Sullivan Creek at Baseline Road	Concrete Rigid Frame (Culvert)	2015	---
1009	Pike Creek at Malden Road	Concrete Rigid Frame (Culvert)	2007	---
1010	West Townline Drain at Malden Road	Corrugated Steel Pipe Arch (Culvert)	1995	---
1011	Malden Road Drain at South Talbot Road	Concrete Rigid Frame (Culvert)	2007	---
1013	Merrick Creek at 8 th Concession Road	Concrete Non-Rigid Frame (Bridge)	1965	2020
1014	Colchester Townline Drain at 6 th Concession Road	Concrete Non-Rigid Frame (Culvert)	1955	2019
1015	Merrick Creek Drain at 6 th Concession Road	Concrete Rigid Frame (Culvert)	2007	---
1016	Collins Drain at Outer Drive	Concrete Rigid/Non-Rigid Frame (Culvert)	1975	2005

Structure ID	Structure Location	Structure Type	Year Constructed	Year of Last Major Rehab
1021	Pike Creek at 12 th Concession Road	Corrugated Steel Pipe Arch (Culvert)	1965	---
1028	East Townline Drain at St. Thomas Street	Concrete Rigid Frame (Culvert)	1975	---
1029	East Townline Drain at Little River	Concrete Rigid Frame (Culvert)	1975	---
2001	Colchester Townline Drain at 8 th Concession Road	Corrugated Steel Pipe Arch (Culvert)	2012	---
1	Lakewood Park over Lakewood Park Channel	Bowstring Pratt Truss (Bridge)	2016	---
2	Malden Road over Pike Creek	Pratt Truss (Bridge)	2015	---

Bridge Condition Index

The Bridge Condition Index (BCI) was developed by the Ministry of Transportation as a means of combining the inspection information obtained through the OSIM data into a single value. The BCI is calculated using asset management principals based upon the remaining economic worth of the structure. The value takes into consideration that the structure is composed of a number of distinct elements that begin at a certain condition from the point of construction or rehabilitation, and that deteriorate over time.

The index is a planning tool to assist the Town in scheduling improvements. The BCI is the ratio of current approximate value of a structure to its estimated replacement cost and should not be used to rate or indicate the safety of a structure or an individual element. The BCI is organized into ranges of **0** to **100**, where **100** would represent a newly constructed structure, free of any immediate repair needs. Generally, the BCI ratings are considered as (i) **70 to 100** - 'good' condition; (ii) **60 to 70** - 'fair' condition; (iii) less than **60** - 'poor' condition.

The BCI was calculated for each structure and compared to the BCI of previous studies (2003 to 2018) and is depicted in Attachment 3 and 4. The average BCI value calculated for 2020 is 78.4, which is slightly higher than the BCI value of 77.0 that was calculated for the 2018 study. It should be noted that the planned removal of structure No.'s 1028 and 1029 (as part of the Manning Road Improvements Phase 2 to commence in 2021) will further theoretically increase the average BCI value to 80.9.

The average BCI value calculated for 2020 of 78.4 indicates that the Town is maintaining its infrastructure in overall good condition.

Recommended Structure Improvements

1-5 Year Capital Needs

Two (2) structures were identified with deficiencies that should be addressed within the next one to five years:

- Structure No. 1028 – East Townline Drain at St. Thomas Street Bridge
- Structure No. 1029 – East Townline Drain at Little River Road Bridge

Temporary repairs on structures 1028 and 1029, consisting of large steel plates placed on the culvert to slab above the soffit deterioration were carried out in July 2016. Since that time the Town has undertaken a monitoring program that consisted of a biannual inspection by a professional engineer to ensure that the temporary repairs remained satisfactory. These structures are slated to be removed as part of the Manning Road Improvements Phase 2 project, where construction is scheduled to commence in July 2021.

6-10 Year Capital Needs

One (1) structure was identified with deficiencies that should be addressed within the next six to ten years:

- Structure No. 1016 Collins Drain at Outer Drive

Structure 1016 was the only structure identified needing rehabilitation within the six to ten-year timeframe. The proposed works include installation of waterproofing, concrete patch repairs and crack injection to the original culvert structure, full replacement of the asphalt surface, steel beam guiderail posts and replacement of signage. The estimated cost for this work is \$300,000.

Consultations

Financial Services
Dillon Consulting Limited

Financial Implications

The 2020 Bridge & Culvert Needs Study (Structures with Spans > 3.0m) identified \$300,000 in recommended rehabilitations within the six to ten-year timeframe. These recommended works will be incorporated within the Public Works & Environmental Services Capital Works Plan.

The Town's Bridges and Culverts Lifecycle Reserve is the funding source for these capital projects. This reserve also funds lifecycle works for culverts with spans of less than 3.0m.

The annual budget allocation to this reserve was increased by \$20,000 for 2021, bringing the 2021 allocation to \$410,000. The reserve has a 2020 year-end balance of \$548,000, however projects a near-term temporary deficit of close to \$1 million by 2022 that should correct by 2025.

The target annual allocation for this reserve is \$500,000 as established during the 2021 budget process incorporating the Town's Asset Management Plan, PWES 2020-2024 five-year capital plan, recent study updates and current replacement costs. Upcoming annual budget exercises will consider gradual increases to the annual allocation to reach our updated target as well as access to grants, other reserves and project deferrals to address the temporary near-term funding deficit.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Dana Reid
Clerk I Administrative 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	2020 Bridge & Culverts Needs Study, Dillon consulting Limited, dated March 30, 2021 – Executive Summary
2	Bridge & Culverts Location Plan
3	Summary of Bridge Condition Index between 2003 and 2020
4	Bridge Condition Index Trends

Executive Summary

A Bridge and Culvert Needs Study was carried out in 2020 by Dillon Consulting Limited (Dillon) for 18 bridge and culvert structures with spans greater than 3.0 metres, including two pedestrian bridges, located in the Town of Tecumseh (the Town). This report summarizes the findings of the study and identifies the required improvements to structures which are currently deficient or are likely to become deficient within a ten year period from the time of this report.

Two (2) of the 18 structures investigated were identified with significant deficiencies, and rehabilitation of the structures within five years is recommended. The structures are listed below and this information is also summarized in **Appendices B and C**.

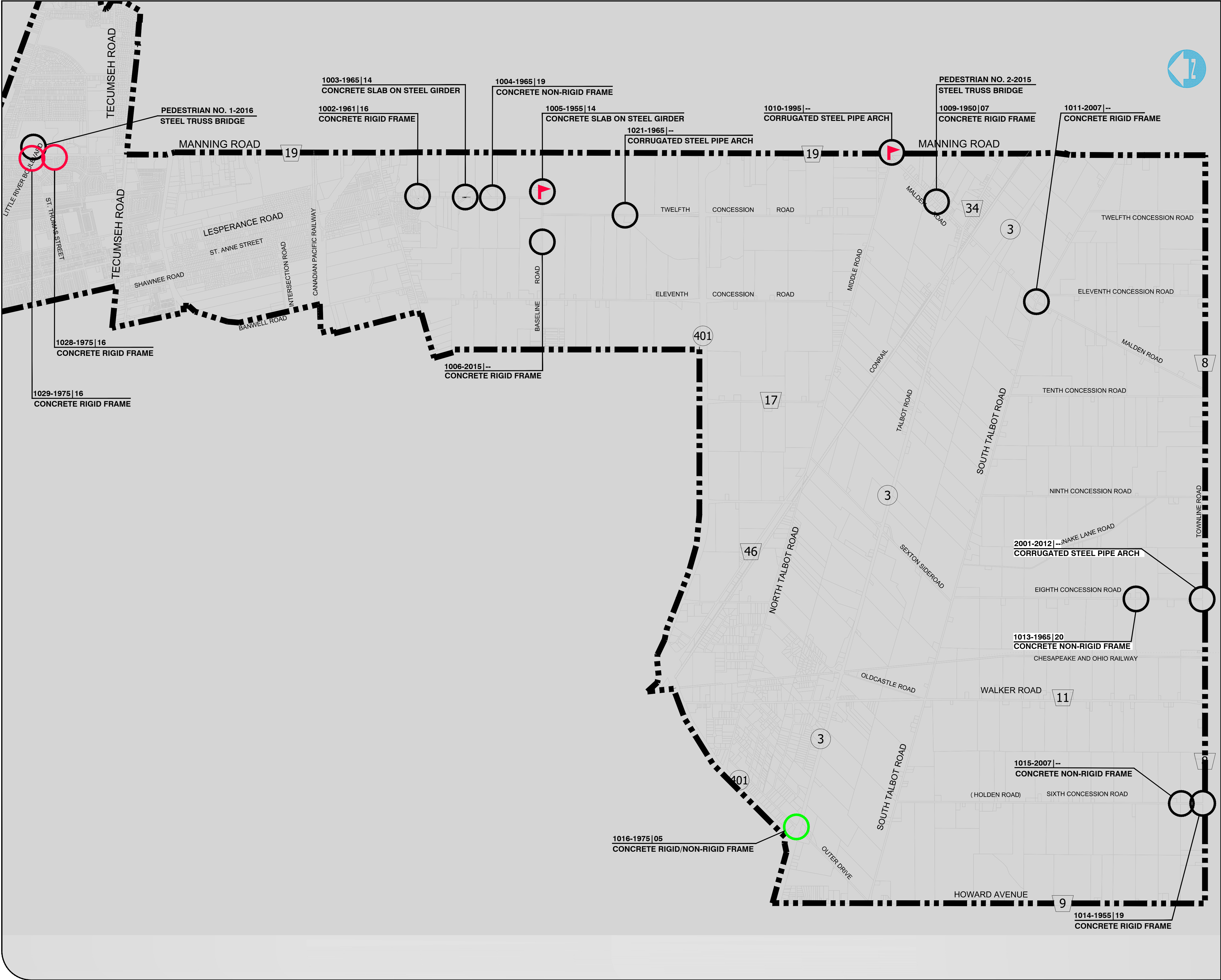
- Structure No. 1028 – East Townline Drain at St. Thomas Street Bridge
- Structure No. 1029 – East Townline Drain at Little River Road Bridge.

Temporary repairs on Structure No. 1028 and 1029, consisting of large steel plates placed on the top slab above the soffit deterioration were carried out in July 2016. Improvements on Manning Road (Phase 2) scheduled for 2021 will remove Structures No. 1028 and 1029 with an enclosed storm water drain and therefore the cost estimates of replacement for these two structures are not included herein.

The total estimated capital needs allocation over the ten year study period (to 2030) is **\$300,000**. This cost estimate excludes H.S.T. and routine maintenance items, and includes an allowance for contingency and engineering. This figure also excludes the costs associated with the improvements on Manning Road (Phase 2), as mentioned above. The Town should consider the needs of the road network when determining priorities for the structures. By combining road and structure works, there may be opportunities for additional cost savings and a reduction in public traffic disruptions. These estimated costs are in 2021 Canadian dollars without allowance for inflation, and are based on visual observations during the study. The recommendations may not necessarily include every improvement possible for each structure. The final estimated costs for structure rehabilitation or replacement will vary on the results of detailed investigations, and/or changes to the proposed scope of work during detailed design.

In this study, the Bridge Condition Index (BCI) was calculated for each structure and compared to the BCI of previous studies (2003 to 2018). This comparison is provided in **Appendix D**. The average BCI value calculated for 2020 is **78.4**, which is slightly higher than the BCI value of **77.0** that was calculated for the 2018 study. The increase in BCI can be attributed to the completed rehabilitation of three structures, namely No. 1004, 1013 and 1014, since the timing of the previous report.

It should additionally be noted that the planned structure removal of No.'s 1028 and 1029 from the Town's asset list will further theoretically increase the average BCI to **80.9**. In recent years, these two structures have been maintained with an economical short-term holding strategy and therefore have negatively influenced the recent average BCI values. For the purposes of this report, the true BCI average (78.4) has been carried, however this is not entirely reflective of the Town's efforts in capital expenditures towards their structure assets.



TOWN OF TECUMSEH
2020 Bridge and Culvert Needs Study
Structures with Spans > 3.0 m

LOCATION PLAN

TIME FRAMES / RECOMMENDED WORK	
	NO RECOMMENDED WORK
	1 TO 5 YEARS REHAB OR REPLACE
	6 TO 10 YEARS REHAB OR REPLACE
	ROADSIDE SAFETY CONCERN

STRUCTURE NUMBER	YEAR CONSTRUCTED		YEAR OF REHABILITATION	STRUCTURE TYPE
0000-0000 00				
XXXXXXXXXX				

SCALE 1:50,000

MAP/DRAWING INFORMATION
THIS DRAWING IS FOR INFORMATION PURPOSE ONLY.
IT INDICATES APPROXIMATE LOCATIONS FOR THE INSPECTED
BRIDGES AND SHOULD BE SURVEYED FOR EXACT LOCATIONS.
CREATED BY: JBP
CHECKED BY: WAO
DESIGNED BY: JW

File Location:
c:\pw working directory\projects 2020\33\bp\dms49281\20-2645-02-fig.dwg
March, 25, 2021 12:31 PM



PROJECT: 20-2645
STATUS: FINAL
DATE: FEBRUARY 2021

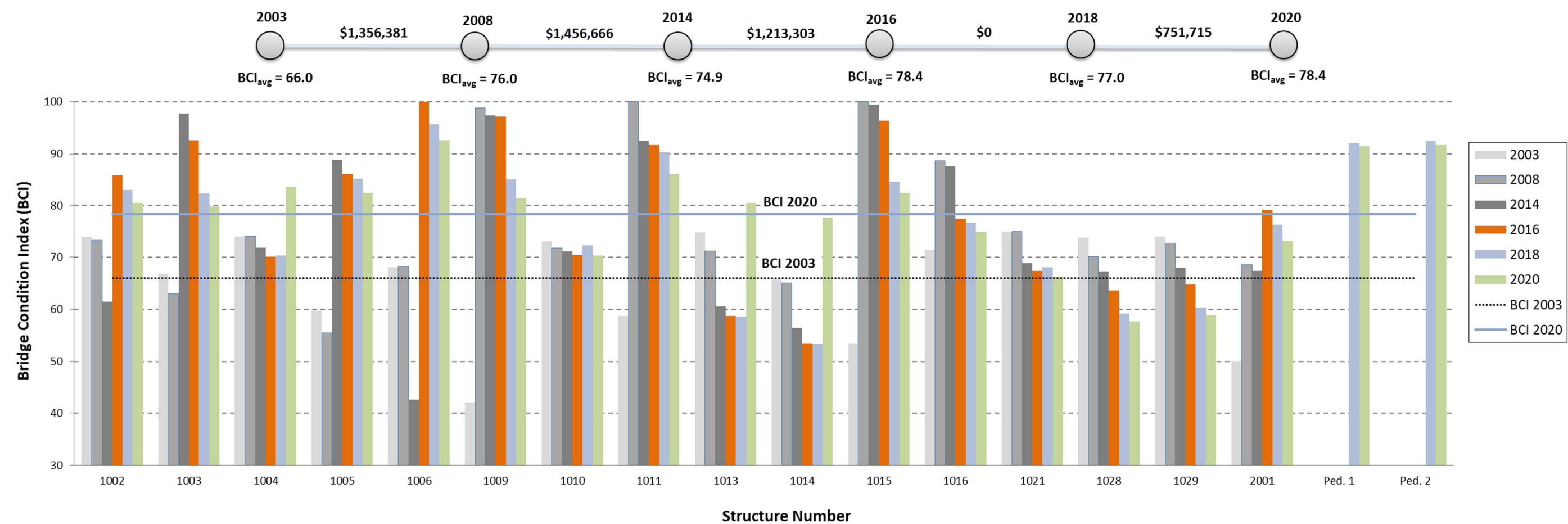
Table D.1: Summary of BCI between 2003 and 2018

Structure ID	BCI 2003	BCI 2008	BCI 2014	BCI 2016	BCI 2018	BCI 2020
1002	73.9	73.4	61.5	<u>85.8</u>	83.0	80.5
1003	66.8	63.0	<u>97.7</u>	92.6	82.3	79.8
1004	74.1	74.1	71.8	70.1	70.3	<u>83.6</u>
1005	59.8	55.4	<u>88.9</u>	86.0	85.1	82.4
1006	68.1	68.2	42.6	<u>100.0</u>	95.7	92.6
1009	42.0	<u>98.8</u>	97.4	97.1	85.0	81.4
1010	73.2	71.7	71.1	70.4	72.3	70.3
1011	58.8	<u>100.0</u>	92.5	91.7	90.4	86.1
1013	74.9	71.2	60.6	58.8	58.7	<u>80.5</u>
1014	65.9	65.1	56.4	53.5	53.3	<u>77.7</u>
1015	53.5	<u>100.0</u>	99.4	96.4	84.6	82.4
1016	71.3	88.7	87.5	77.5	76.7	75.0
1021	75.0	75.0	68.9	67.4	68.1	66.2
1028	73.8	70.1	67.3	63.6	59.2	57.6
1029	74.1	72.7	67.9	64.8	60.4	58.9
2001	50.1	68.6	67.4	79.2	76.3	73.1
1	--	--	--	--	<u>92.1</u>	91.5
2	--	--	--	--	<u>92.5</u>	91.7
BCI _{avg}	66.0	76.0	74.9	78.4	77.0	78.4

Notes:

- Structure 1009, 1011 and 1015 were fully replaced in 2007. Structure 1006 was fully replaced in 2015
- A major rehabilitation of Structures 1003 and 1005 was completed in 2014. The scope of work included: superstructure replacement and concrete patch repairs to the substructure.
- A major rehabilitation of Structure 1002 was completed in 2016. The scope of working included: concrete repairs to deck soffit, abutments and wingwalls, concrete deck overlay.
- A major rehabilitation of Structure 1004 was completed in 2019. The scope of work included: concrete patch repairs, new deck overlay, precast retaining walls, new asphalt and waterproofing.
- A major rehabilitation of Structure 1014 was completed in 2019. The scope of work included: partial full-depth deck replacement, precast retaining walls, new asphalt and waterproofing.
- A major rehabilitation of Structure 1013 was completed in 2020. The scope of work included: concrete patch repairs, full-depth deck repairs, new asphalt and waterproofing.
- Removal of Structures 1028 and 1029 is scheduled for 2021 during the improvements on Manning Road (Phase 2).

Town of Tecumseh - BCI Trends





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: May 11, 2021

Report Number: PWES- 2021-22

Subject: Manning Road Pump Station, Fish Pond Inlet Erosion Repair – Tender Award

Recommendations

It is recommended:

That the low tender from SheaRock Construction Group Inc. in the amount of \$129,790 plus HST, for the Manning Road Pump Station, Fish Pond Inlet Erosion Repair Tender, **be approved;**

And that the Mayor and Clerk **be authorized** to enter into a contract for the services with SheaRock Construction Group Inc.;

And further that funding allocations, reflecting a \$59,448 increase, **be funded** from the Storm Lifecycle Reserve.

Background

The Manning Road Pump Station, located on Riverside Drive at the intersection of Manning Road, was reconstructed in 2012 as part of the Manning Road Improvement Project, Phase 1. A fish habitat enhancement area was incorporated into the pump station reconstruction project as required in the authorization from the Department of Fisheries and Oceans (DFO) to prevent the harmful alteration, disruption or destruction of fish habitat for the enclosure of a portion of the East Townline Drain related to the construction of the pump station.

A combination of record high water levels of Lake St. Clair and strong winds has caused erosion of the east bank of the pond inlet due to wave action. Slumping of the east bank has subsequently exposed electrical conduits. Continued erosion could potentially undermine the stability of the decorative fence and undermine the adjacent walkway compromising the integrity of the walkway and safety to pedestrians.

Following a review of the bank failure, an armour stone revetment was found to be required, which would consist of quarried armour stone blocks placed over an under layer of rip-rap or gabion stone and geotextile. These erosion control structures are durable and perform well under the prevailing lake conditions.

At the June 9, 2020 Regular Meeting of Council, Council approved recommendations of Report No. PWES-2020-19 titled “Amend 2020-2024 PWES Five Year Capital Works Plan, Manning Road Pump Station – Fish Pond Inlet Erosion Repair” that authorized Administration to proceed with the project (Motion: RCM-187/20).

Comments

A tender was advertised on the Town’s website on February 3, 2021, and also posted on the Town’s bids and tenders account. Three (3) bids were received on February 18, 2021 and were opened virtually in the presence of Administration and the Purchasing Officer. All bids were significantly over budget, ranging between \$143,000 to \$327,000, and administration felt that retendering would result in better prices due to timings of work and DFO requirements.

A second tender was advertised on the Town’s website on March 10, 2021, and also posted on the Town’s bids and tenders account. Seven (7) tender submissions were received on April 1, 2021 and were virtually opened in the presence of Administration and the Purchasing Officer.

Tenderer	Total Tender Price (excluding tax)
Shearock Construction Group Inc.	\$129,790
QM LP, dba QM Environmental	\$131,651
South Shore Contracting of Essex County	\$143,085
Sterling Ridge Group	\$169,232
GU Contracting	\$184,501
Murray Mills Excavating Trucking	\$186,060
Facca Inc.	\$281,400

Administration has reviewed the tenders and all were found to be in order. Minor mathematical errors were found (most likely rounding errors). The corrected amounts are shown above and do not change the original standings of the Tenderers. The low tender contains no other irregularities. Dillon Consulting (Dillon), acting on behalf of the Town, also reviewed the submitted Tenders and submitted a review letter which is included with this report as an attachment. Their recommendation was that the tender be awarded to SheaRock Construction Group Inc.

Based on their low tender submission and subsequent discussion, Administration, in consultation with Dillon, recommends that Council award the tender for the Manning Road Pump Station, Fish Pond Inlet Erosion Repair in the amount of \$129,790 plus HST to Shearock Construction Group Inc.

SheaRock has successfully completed other projects for the Town which include the County Road 11 North Sanitary Sewer Extension (2019) and the Highway #3 / County Road 11 Watermain Replacement Project (2020/2021). SheaRock was also recently awarded the tender for the Manning Road Improvements, Phase 2 with construction scheduled to commence in July 2021.

Consultations

Financial Services
Dillon Consulting Limited

Financial Implications

The estimated cost to repair the embankment of the fish pond inlet was estimated in the summer of 2020 at \$100,000 and would be allocated from the Storm Lifecycle Reserve. This cost included a contingency for unforeseen issues in isolating the fish pond from the lake in order to assess the damage and conduct the necessary repairs. During the tendering process Contractors referenced and questioned the DFO requirements for the works and when the tenders were received they were all higher than the original estimate.

Administration worked with Dillon consulting to review and refine the approach, but as sometimes found with smaller projects the scale of the scope of work can influence the cost. This is a smaller remediation project and as such the costs were reflective of this.

Administration would note that this tender had seven submissions which is indicative of a competitive bidding process. Three of the submitted tenders were within \$14,000 of each other.

The tendered / project costs are summarized below:

Cost Item	Amount
Construction (tender)	\$129,790
Engineering	\$26,400
ERCA Permit Fee	\$500
Sub-Total	\$156,690
Non-rebated HST (1.76%)	\$2,758
Total	\$159,448

The total tendered/projected cost is over the \$100,000 budget by \$59,448. It is recommended that the budget allocation shortfall be funded from the Storm Lifecycle Reserve.

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:

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**

1	PWES-2021-22 – Dillon Consulting Ltd. Tender Review Letter
---	--

Our File: 20-3462

April 6, 2021

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

***Proposed Pond Erosion Protection Works at Manning Road Pump Station
Town of Tecumseh***

Seven tenders were received on April 1, 2021, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
GU Contracting	\$184,500.95
Facca Inc.	\$281,400.00
QM LP	\$131,651.10
South Shore	\$143,085.00
Murray Mills	\$186,059.50
Shearock	\$129,790.00
Sterling Ridge	\$169,232.00

Based on our review of the tender submissions, only small mathematical errors were made (likely rounding errors). The corrected Total Tender Price as shown above do not change the original standings of the Tenderers.

There were no other irregularities identified in the tenders received for this work.



3200 Deziel Drive
Suite 608
Windsor, Ontario
Canada
N8W 5K8
Telephone
519.948.5000
Fax
519.948.5054

Dillon Consulting
Limited

Town of Tecumseh

Page 2

April 6, 2021



We understand that all Tenderers submitted the required \$10,000.00 Bid Bond which the Town has retained.

Based on their lowest tender submission, we recommend that the tender be awarded to Shearock Construction Group Inc. for the Total Tender Price of \$129,790.00 (excluding applicable taxes).

It is our understanding that the Town will have to go to Council for approval to secure additional funding. Subject to Council approval of our recommendation, we will prepare the necessary agreements for signing.

Sincerely,

DILLON CONSULTING LIMITED

Chris Gibbons, P. Eng.
Project Manager

KAW:mi



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: May 11, 2021

Report Number: PWES- 2021-24

Subject: Larviciding for the 2021 West Nile Virus Program

Recommendations

It is recommended:

That Report PWES-2021-24, Larviciding for the 2021 West Nile Virus Program **be received** for information.

Background

Ontario Regulation 199/03 requires the Medical Officer of Health to conduct a risk assessment in order to determine whether action is required by municipalities to decrease the risk of West Nile Virus (WNV).

Since 2003, the Windsor-Essex County Health Unit (WECHU) has conducted an annual comprehensive surveillance program. The number of WNV human cases in Windsor-Essex County from 2005 to 2020 is provided in Attachment 1.

Comments

Given the WNV continues to be found in the mosquito population in Windsor-Essex County, the WECHU Medical Officer of Health has therefore effected a formal Notice of Action dated April 26, 2021 (Attachment 1) to decrease the risk of WNV to persons in the Windsor-Essex County area.

The Notice of Action mandates action by the municipalities for lands under their jurisdiction and supports applications to the Ministry of Environment, Conservation and Parks (MECP) for larviciding on private lands.

The WECHU has selected GDG Canada (GDG) as the Consultant/Provider for the 2021 WNV Larviciding Program for Windsor-Essex County. Correspondence to the MECP and GDG authorizing the application of larvicides in water bodies found to contain mosquito species known to transmit the WNV within the Town of Tecumseh has been returned in accordance with the request from the Medical Officer of Health (Attachment 2).

Consultations

Financial Services
Windsor-Essex County Health Unit

Financial Implications

Municipalities will be required to pay for the entire program up front. Once the program funding budget is formally approved, the WECHU will reimburse municipalities for their share of the Provincial contribution.

Similar to past practice, the WECHU will coordinate this program and invoice each municipality for their share of the costs.

The 2021 Public Works Operating Budget includes \$6,000 to maintain the risk management program to help combat the WNV, which historically has been sufficient to fund the Town's share of the program costs.

The budget was set at \$6,000 based on the historic 75%-25% cost sharing between the province and municipality respectively.

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 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
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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
1	WECHU letter dated – April 26, 2021
2	Letter of Support - WECHU

2021 April 26

To: Mayors and Chief Administrative Officers

RE: **Notice of Action under Ontario Regulation 199/03**
West Nile Virus Response – Larviciding

On May 31, 2003, the Province of Ontario published Ontario Regulation 199/03 that requires the Medical Officer of Health to make a determination based on a local risk assessment whether action is required by municipalities to decrease the risk of West Nile Virus (WNV). Ontario Regulation 199/03 provides a table to guide in the determination of a WNV response. A copy of this Regulation and Table is attached.

From 2003 through 2020 the Health Unit conducted a comprehensive West Nile Virus (WNV) surveillance program that included human, mosquito and larvae. The exact number of WNV human cases in Windsor-Essex County from 2005-2020 is presented in the attached Appendix A.

The majority of humans infected with WNV are asymptomatic; however, some can have non-neurological symptoms, such as fever or rash, while very few will progress to neurological symptoms such as encephalitis. It is estimated that less than one percent of infections will have neurological complications.

In accordance with Ontario Regulation 199/03, I am making a formal Notice of Action required to decrease the risk of West Nile Virus to persons in the Health Unit area of Windsor-Essex County. Given the virus continues to be found in the mosquito population, larviciding is a prudent measure to undertake at this time. I have determined that, in accordance with Table 1 of Ontario Regulation 199/03, it is appropriate to larvicide catch basins and standing/surface water indicated as potential breeding sites within two kilometres of an urban area. This Notice of Action mandates action by the municipalities for lands under their jurisdiction and supports applications to the Ministry of Environment for the application of larvicide on private lands.

GDG Canada (GDG) has been selected as the Consultant/Provider for the 2021 WNV Larviciding Program for Windsor-Essex. Municipalities will be required to pay for the entire program up front as has been done in past years. Once the program funding/budget is formally approved by the Ministry, the Health Unit will then be able to reimburse the municipalities for their individual share of the provincial contribution. As in past years, the Health Unit is willing to coordinate this program and invoice each municipality for their shared costs. Any cost above and beyond the approved ministry budget will be billed at hundred percent of the cost to the municipalities.

Please find enclosed a template that can be used to document your municipality's consent for larviciding. This will be needed by GDG to support the specific permit application to the Ministry of Environment. The application to the Ministry of Environment will form the details of the requirements for action under Ontario Regulation 199/03. If you would forward a copy of your signed letter to the WNV program secretary at kfarrugia@wechu.org by Friday, April 30th, 2021 that would be appreciated.

continued...

2021 April 26

Page 2

Letter to Mayors and Chief Administrative Officers
Re: Notice of Action under Ontario Regulation 199/03
West Nile Virus Response – Larviciding

As was the case in previous years, I feel it would be of benefit to each municipality if a coordinated strategy for larviciding could be developed, and it is my intention to continue to work with such a strategy.

Please note that if Windsor-Essex continues to experience record-breaking milder than normal weather conditions, this will impact the strategy/commencement of the program.

Furthermore, I will continue to steer the WNV program planning meetings consisting of members of the health unit management team, the service provider 'GDG', and a representative(s) from your municipality.

Thank you for your continued assistance in this important issue. If you have any questions, please do not hesitate to get in touch with me at 519-258-2146, ext. 1436.

Sincerely,



Dr. Wajid Ahmed,
Medical Officer of Health

Attachments: Ontario Reg. 199/03
Appendix A
Municipal Template to Support Larviciding/Pesticide Application (email to kfarrugia@wechu.org
by May 7th, 2021).

cc: WNV Program Planning Representatives
Windsor – Mayor, CAO
Tecumseh – Mayor, CAO
Amherstburg – Mayor, CAO
Essex – Mayor, CAO
Kingsville – Mayor, CAO
Lakeshore – Mayor, CAO
LaSalle – Mayor, CAO
Leamington – Mayor, CAO
County of Essex – CAO
GDG Environmental

Health Protection and Promotion Act
Loi sur la protection et la promotion de la santé

ONTARIO REGULATION 199/03
CONTROL OF WEST NILE VIRUS

Consolidation Period: From December 15, 2017 to the [e-Laws currency date](#).

Last amendment: [500/17](#).

Legislative History: [231/03](#), [322/04](#), [413/06](#), [422/07](#), [229/08](#), [241/09](#), [500/17](#).

This Regulation is made in English only.

Determination if action required

1. A medical officer of health shall make a determination whether action is required by a municipality to decrease the risk of West Nile Virus to persons either inside or outside the health unit served by the medical officer of health, based upon a local risk assessment. O. Reg. 231/03, s. 1; O. Reg. 322/04, s. 1; O. Reg. 413/06, s. 1; O. Reg. 422/07, s. 1; O. Reg. 229/08, s. 1; O. Reg. 241/09, s. 1.

Notice to municipality

2. (1) Where the medical officer of health has determined that action is required, he or she may give notice to the municipality of the required action. O. Reg. 199/03, s. 2 (1).

(2) In determining required actions under subsection (1), the medical officer of health shall have regard to,

- (a) the guidelines published by the Minister under section 7 of the Act; and
- (b) the generally accepted practices in the field of public health with regard to decreasing the risk of West Nile virus to persons. O. Reg. 199/03, s. 2 (2); O. Reg. 241/09, s. 2.

Must comply

3. A municipality shall comply with any requirements set out in the notice. O. Reg. 199/03, s. 3.

What may be required

4. Action required under this Regulation may include, without being limited to,

- (a) requirements respecting source reduction measures;
- (b) requirements respecting surveillance;
- (c) requirements respecting public awareness campaigns about personal protection;
- (d) requirements respecting control measures for larviciding and adulticiding; and
- (e) requirements respecting the time within which the action shall be taken.

TABLE 1
LARVICIDING AND ADULTICIDING IN ONTARIO — WEST NILE VIRUS RESPONSE

“Triggers” based on surveillance of WNV positive humans, birds, mosquito pools or mammals (horses)

Current-Year WNV findings in Health Unit or municipality	Last Year's WNV findings in Health Unit or municipality	Preparatory Status (Larval surveys, mosquito trapping, mapping, training, etc.)	Larviciding ACTION	Adulticiding ACTION
No West Nile virus found yet	No West Nile virus found; virus found in adjacent Health Unit(s)	Not yet done	Do the preparatory work, then larvicide where indicated	Not indicated
No virus found yet	Virus found	Not yet done	Do the preparatory work, then larvicide where indicated	Not indicated
No virus found yet	Virus found	Done last year and under way this year	Larvicide where indicated	Not indicated
Virus found in <u>non</u> -human (dead bird, mosquito pool or mammal) — isolated or as a “hot spot”	Virus found or not found	Done or under way this year	If a “hot spot” and larvae are present, larvicide around this “hot spot” (if not too late in the season)	Adulticide a 3-km “Zone” ONLY IF there are high-risk indicators of transmission to humans*
<u>Human</u> case(s) — one or a few in a space-time “cluster”	Virus found or not found	Done or under way this year	Larvicide around the case or cluster if larvae are present (and if not too late in season)	Adulticide a 3-km radius Zone around the case or cluster
Human cases continue to occur; continued high-risk indicators*	Virus found or not found	Done or under way this year	Larvicide widely where larvae are found (if not too late in season)	Adulticide 3-km Zones — may be contiguous or overlapping

Note: Public education efforts and non-pesticide means of mosquito source reduction should be in place, and increased as increasing evidence of virus is found (especially human cases) in the current year.

* High-risk indicators of transmission to humans: increasing dead bird sightings; high mosquito infection rates; abundant bridge vector populations; increasing mammal (horse) cases; proximity of mosquito breeding sites to human populations (especially large population centres) and weather conditions that favour mosquito breeding.

1. These are minimum activity standards. Medical Officers of Health may increase the Zone size to be treated or take additional mosquito control actions, if justified by scientific data or recommendations.
2. Medical Officer of Health will maintain a means to record, investigate, and report any confirmed or likely adverse or unintended human health effects attributed to mosquito control actions, and will report any non-human environmental adverse effects that he or she knows about to the Ministry of the Environment and/or other relevant local or provincial authorities.

O. Reg. 199/03, Table 1.

APPENDIX A

Confirmed and probable cases of West Nile virus illness in humans in Windsor-Essex County, Ontario, and Canada (2005-2020).

Year	Number of cases in Windsor-Essex	Number of cases in Ontario	Number of cases in Canada
2005	23	101	238
2006	6	43	151
2007	3	18	2,401
2008	0	10	37
2009	2	4	14
2010	1	9	5
2011	6	81	124
2012	22	271	454
2013	5	57	114
2014	1	13	23
2015	1	34	84
2016	4	54	162
2017	20	159	202
2018	13	138	437
2019	1	19	43
2020	3	77	Not Available
Total	111	1090	4489

Note (1): National WNV data make no distinction between confirmed and probable case count. Since 2002, both confirmed and probable cases have been included in analyses of WNV in Ontario.

Note (2): In addition to clinical cases, provincial analyses include asymptomatic infections. For comparability, the national counts reported here also include asymptomatic infections. National counts have been ascertained from the various sources listed below.

Source (Windsor-Essex and Ontario): Public Health Ontario. Surveillance of West Nile virus. Last updated 07 Nov. 2020. Accessed Apr 13, 2021.

Source (Canada-2005 to 2019): Public Health Agency of Canada: Surveillance of West Nile virus. Last updated 2021 Feb. 01. Accessed Apr 13, 2020.



The Corporation of the Town of Tecumseh
Office of the Mayor

April 26, 2021

Ministry of Environment Conservation and Parks
Southwestern Region
733 Exeter Road
London, ON N6E 1L3

Attention: Regional Pesticide Specialist

To Whom It May Concern:

Re: West Nile Virus – Application of Larvicides

The Town of Tecumseh supports local action by the Windsor-Essex County Health Unit to reduce the risk of West Nile virus. As a result, The Town of Tecumseh authorizes any permit application for West Nile virus control submitted to the Ministry of Environment, Conservation and Parks from an appropriately licensed exterminator to apply a larvicide into the catch basins or surface water:

- Located within and owned by the Town of Tecumseh; and
- Located on municipal and private land that drain into storm drain system or waterways located within the Town of Tecumseh.

Sincerely,

Gary McNamara
Mayor

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 32

Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh (Removal of Holding Zone Symbol "H", affecting a 1.2 hectare portion of a 1.9 hectare parcel of land located between Brouillette Court and County Road 22, approximately 100 metres west of Shawnee Road, 11900 Brouillette Court)

Whereas By-law No. 1746 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Town of Tecumseh;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary to amend By-law No. 1746;

And whereas this By-law conforms to the Official Plan in effect for the Town of Tecumseh, as amended;

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

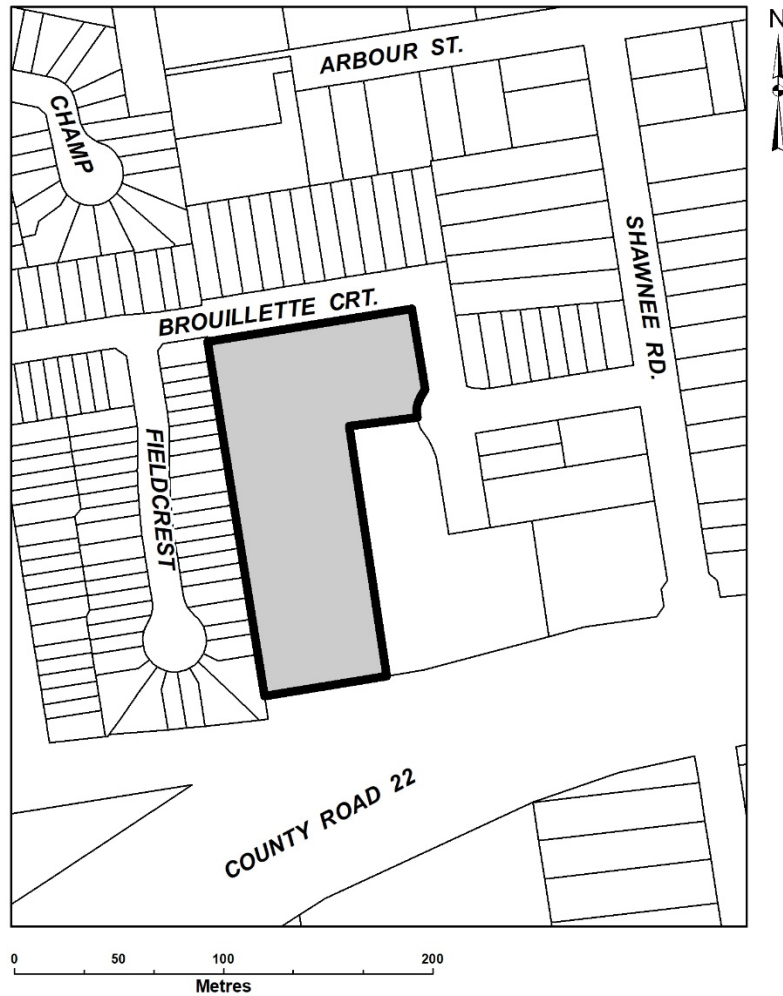
1. **That** Schedule "A", Map 1, to By-law 1746, as amended, is hereby further amended by removing the holding zone (H) symbol for those lands as indicated on Schedule "A" attached hereto and forming part of this By-law.
2. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 36 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 11th day of May, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
PART 1, 12R-12525
PART 1, 12R-15677
11900 BROUILLETTE COURT
TOWN OF TECUMSEH



Change from "(H) CF" to "CF"

This is Schedule "A" to By-law No. 2021-32.
Passed the 11 th day of May, 2021.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 33

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (0.47 hectare property situated on the west side of the 11th Concession Road, approximately 120 metres south of its intersection with County Road 42, Parts 1-4, 12R-25489)

Whereas By-law No. 85-18 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Township of Sandwich South;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary to amend By-law No. 85-18;

And whereas this By-law conforms to the adopted Official Plan in effect for the Town of Tecumseh, upon its approval by the County of Essex;

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

1. **That** Schedule "A", Map 5, to By-law 85-18, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Agricultural Zone (A)" to "Residential Zone 1 (R1-19)".
2. **That** By-law 85-18, Section 6, Residential Zone 1 (R1) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 6.3.19 to immediately follow subsection 6.3.18 and to read as follows:

"6.3.19 Defined Area R1-19 as shown on Schedule "A", Map 5, of this By-Law.

a) Permitted Uses

- i) All uses permitted in the Residential Zone 1 (R1) Zone.

b) Permitted Building and Structures

- i) Buildings and structures for the uses permitted in subsection 6.3.19 a);
- ii) Accessory buildings and structures for the uses permitted in subsection 6.3.19 a).

c) Zone Provisions

All lot and building requirements shall be in accordance with subsections 6.1.3 to 6.2, inclusive of this By-law, with the exception of the following:

i) Minimum Lot Frontage 18.28 metres (60 feet)”

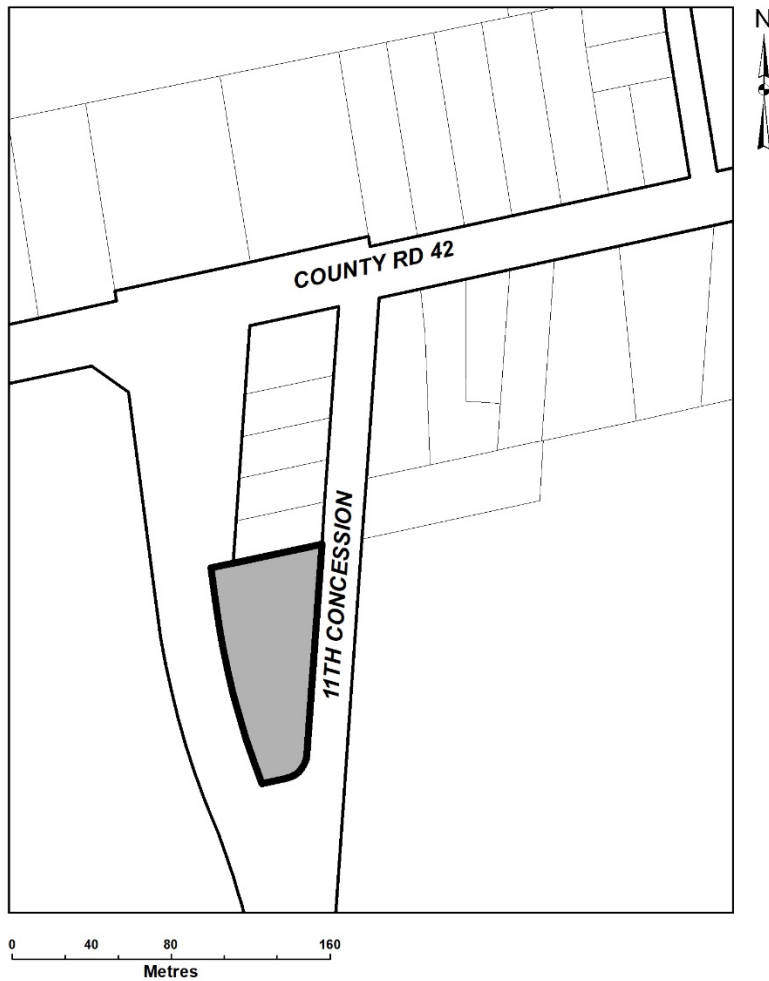
3. **This** By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 11th day of May, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
11TH CONCESSION ROAD
PARTS 1-4, 12R-25489
TOWN OF TECUMSEH



Change from "A" to "R1-19"

This is Schedule "A" to By-law No. 2021-33.
Passed the 11th day of May, 2021.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2021-34

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings Inc.

Whereas Skyline Real Estate Holdings Inc.(Owner) owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

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

And Whereas where site plan control is in effect, Section 41 of the Act states that the approval of plans by a municipal council is required prior to developments of the Lands, and that the municipality may require the Owner to enter into an Agreement with the municipality respecting certain prescribed matters;

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

And Whereas the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-law of the Corporation as of the date of this Site Plan Control Agreement;

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

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

1. **That** the Mayor and Clerk be hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings Inc. dated the 3rd day of March, 2021, a copy of which Site Plan Control Agreement is attached hereto and forms part of this by-law; and to do such further and other acts which may be necessary to implement the said Site Plan Control Agreement.
2. **And that** this by-law shall come into force and take effect upon the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 11th day of May, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

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 3rd day of March, 2021.

B E T W E E N:

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

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 Owner owns 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 Lands 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 Owner 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 on the Lands; and
- (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 Owner makes 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**") and in accordance with all the applicable provisions of the Municipality's By-Laws, subject to any changes as consented to in writing by the Municipality.

2.1.2 Construction and Maintenance

The Owner agrees that the development of the Lands shall be constructed and maintained in accordance with the Site Plan and Site Services Plan so long as this Agreement remains in force.

2.1.3 The Development

The Owner 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 as established by the Professional Engineers Ontario;
- (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, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA); and
- (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 by the Owner and approved by the Municipality, 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 Site 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 site grading plan covering the Lands for their approval prior to the issuance of any building permits. The parties acknowledge that, as of the date hereof, the site grading plan attached hereto as Schedule "H" (the "**Site Grading Plan**") has been approved by the Chief Building Official and/or ERCA. The Owner also agrees to have the approved elevation as per the Site Grading Plan verified by an Ontario Land Surveyor following completion of construction.

Where the finished grade of lot materially deviates from the Site Grading Plan, the Owner shall either submit a new site 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 Site Grading Plan. ERCA's assessment of materiality with respect to the deviation shall determine any issue raised in that regard.

2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the 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 Lands all in accordance with the Landscaping Plan annexed hereto and marked Schedule "C". The Owner further agrees to maintain such landscaping for so long as the buildings exist on the Lands. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction 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 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 Municipality. 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 related to any public road allowance on the Lands, as and if requested by the Municipality.

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 Municipality.

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 Municipality. Remote registry water meters shall be installed as specified by the Municipality. 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 that 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 coordinating 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 consulting 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 to the satisfaction of the Municipality and, to the extent located within a public road allowance, also 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. 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 the Lands 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 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 Lands free from dirt and debris caused by the construction of the 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 applicable to the Lands.

2.1.13 Noise By-Laws

The owner shall at all times ensure 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 Lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Municipality and obtain agreement from the Municipality 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 enter into Local Improvement petitions for any municipal services that are reasonably 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; and/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, subject to the Owner's and/or the Owner's agents and solicitors' review and comment on any requested Local Improvement petition.

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 on the Lands as identified on the Site Plan free and clear of all snow and ice. No snow

or ice from the Lands shall be deposited on any municipal streets.

2.1.17 External Lighting

The Owner shall erect exterior lighting on the 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 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 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 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.

2.1.18 Signs

The Owner shall not erect any signs on the Lands other than the following:

- (a) signs which are allowed by this Agreement, as shown on Schedule "B" and/or Schedule "C";
- (b) signs erected in compliance with the Municipality's Sign By-Laws; and/or
- (c) signs required to be erected under applicable laws or as ordered by a court having jurisdiction over the Lands.

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 said waste storage facility located on the Lands.

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; and
- (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 Municipality may at its option elect to terminate this Agreement:

- (a) WSIB Clearance Certificate issued by the general contractor of the Owner, if required;
- (b) proof of Insurance as provided pursuant to Paragraph 6.4, if required;
- (c) registration against the title of the Lands of this Agreement; and
- (d) postponement to this Agreement by all financial encumbrances, if available where the financial encumbrancer is an institutional lender.

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owner agrees 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 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 the Lands (for example, a municipal road allowance, park or pumping station) or an interest in the Lands (for example an easement) held, owned or controlled by the Municipality, the Owner shall contact the Municipality in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Municipality and allow the Municipality's personnel, to the extent required by the Municipality, 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's costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of the Municipality's Engineer and its solicitor. The Municipality shall deliver invoices to the owner in a timely fashion and the Owner shall pay such invoice within 30 days of delivery.

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 financial encumbrance any easements provided for in the Engineering Data and Site Plan, in, through, over and under the Lands as required for drainage purposes, sewers, hydro, gas, watermains, telephones etc (if any). 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 financial encumbrance.

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of financial encumbrance any area shown on the Site Plan dedicated for road widening (if any). 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 financial encumbrance.

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph "Parts 2 & 4 Owner" refers to the owner from time to time of Parts 2 and 4 on Plan 12R28154 (the "Parts 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 Parts 2 & 4 Owner and Part 1 Owner respecting the operation of the Lands, Parts 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 CE981616;
- (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 1 on Plan 12R28154 as in CE944862;
- (d) the benefit of an easement over Parts 2 and 4 on Plan 12R28154 in CE944861; and
- (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 Owner 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 consulting 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 shall 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 Parts 2 and 4 Lands respectively. The 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 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, save and except any actions, claims, loss, damage or liability arising out of the negligence or wilful misconduct of the Municipality or its employees and agents.

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 of at least \$5,000,000.00, in form satisfactory to the Municipality's solicitor, acting reasonably, wherein the Owner and the Municipality 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 roll and collecting them in the same manner as taxes; the Owner hereby authorizes 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 Owner, 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 Owner hereby consents 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 Owner's expense.

8.3 MORTGAGEES

The Owner agrees to use commercially reasonable efforts to obtain a postponement of any mortgages or other financial encumbrances that may affect the Lands where such encumbrance involves an institutional lender and otherwise shall obtain a postponement.

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, a statutory holiday in the Province of Ontario, or any other day on which the principal chartered banks located in the Municipality 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 party 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 they, or their 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 the laws of Canada applicable therein.

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 have been involved in the preparation of this Agreement, such solicitors act solely as solicitors for the Municipality and with regard to the interests of the Municipality 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:

- (a) 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; and
- (b) that he *or* she *or* it understands the terms, and his *or* her *or* its rights and obligations, under this Agreement.

SIGNATURE PAGE FOLLOWS

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

SIGNED, SEALED AND DELIVERED }
in the presence of }

THE CORPORATION OF THE
TOWN OF TECUMSEH

Per: _____
Gary McNamara - MAYOR

Per: _____
Laura Moy – CLERK

SKYLINE REAL ESTATE
HOLDINGS INC.

Name:
Title:

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

SCHEDULE "B"

SITE PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "C"

SITE SERVICES PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "D"

LANDSCAPING PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "E"

INTERSECTION PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "F"

ELEVATIONS PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "G"

PHOTOMETRICS PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "H"

SITE GRADING PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

The Corporation of the Town of Tecumseh

By-Law Number 2021-35

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings (II) Inc.

Whereas Skyline Real Estate Holdings (II) Inc. (Owner) owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

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

And Whereas where site plan control is in effect, Section 41 of the Act states that the approval of plans by a municipal council is required prior to developments of the Lands, and that the municipality may require the Owner to enter into an Agreement with the municipality respecting certain prescribed matters;

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

And Whereas the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-law of the Corporation as of the date of this Site Plan Control Agreement;

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

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

1. **That** the Mayor and Clerk be hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings (II) Inc. dated the 3rd day of March, 2021, a copy of which Site Plan Control Agreement is attached hereto and forms part of this by-law; and to do such further and other acts which may be necessary to implement the said Site Plan Control Agreement.
2. **And that** this by-law shall come into force and take effect upon the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 11th day of May, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

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 3rd day of March, 2021.

B E T W E E N:

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

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 Owner owns 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 Lands 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 Owner 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 on the Lands; and
- (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 Owner makes 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**") and in accordance with all the applicable provisions of the Municipality's By-Laws, subject to any changes as consented to in writing by the Municipality.

2.1.2 Construction and Maintenance

The Owner agrees that the development of the Lands shall be constructed and maintained in accordance with the Site Plan and Site Services Plan so long as this Agreement remains in force.

2.1.3 The Development

The Owner 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 as established by the Professional Engineers Ontario;
- (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, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA); and
- (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 by the Owner and approved by the Municipality, 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 Site 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 site grading plan covering the Lands for their approval prior to the issuance of any building permits. The parties acknowledge that, as of the date hereof, the site grading plan attached hereto as Schedule "H" (the "**Site Grading Plan**") has been approved by the Chief Building Official and/or ERCA. The Owner also agrees to have the approved elevation as per the Site Grading Plan verified by an Ontario Land Surveyor following completion of construction.

Where the finished grade of lot materially deviates from the Site Grading Plan, the Owner shall either submit a new site 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 Site Grading Plan. ERCA's assessment of materiality with respect to the deviation shall determine any issue raised in that regard.

2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the 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 Lands all in accordance with the Landscaping Plan annexed hereto and marked Schedule "C". The Owner further agrees to maintain such landscaping for so long as the buildings exist on the Lands. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction 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 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 Municipality. 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 related to any public road allowance on the Lands, as and if requested by the Municipality.

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 Municipality.

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 Municipality. Remote registry water meters shall be installed as specified by the Municipality. 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 that 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 coordinating 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 consulting 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 to the satisfaction of the Municipality and, to the extent located within a public road allowance, also 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. 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 the Lands 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 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 Lands free from dirt and debris caused by the construction of the 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 applicable to the Lands.

2.1.13 Noise By-Laws

The owner shall at all times ensure 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 Lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Municipality and obtain agreement from the Municipality 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 enter into Local Improvement petitions for any municipal services that are reasonably 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, and/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, subject to the Owner's and/or the Owner's agents and solicitors' review and comment on any requested Local Improvement petition.

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 on the Lands as identified on the Site Plan free and clear of all snow and ice. No snow or ice from the Lands shall be deposited on any municipal streets.

2.1.17 External Lighting

The Owner shall erect exterior lighting on the 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 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 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 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.

2.1.18 Signs

The Owner shall not erect any signs on the Lands other than the following:

- (a) signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”;
- (b) signs erected in compliance with the Municipality’s Sign By-Laws; and/or
- (c) signs required to be erected under applicable laws or as ordered by a court having jurisdiction over the Lands.

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 said waste storage facility located on the Lands.

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; and
- (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 Municipality may at its option elect to terminate this Agreement:

- (a) WSIB Clearance Certificate issued by the general contractor of the Owner, if required;
- (b) proof of Insurance as provided pursuant to Paragraph 6.4, if required;
- (c) registration against the title of the Lands of this Agreement; and
- (d) postponement to this Agreement by all financial encumbrances, if available where the financial encumbrancer is an institutional lender.

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owner agrees 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 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 the Lands (for example, a municipal road allowance, park or pumping station) or an interest in the Lands (for example an easement) held, owned or controlled by the Municipality, the Owner shall contact the Municipality in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Municipality and allow the Municipality's personnel, to the extent required by the Municipality, 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's costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of the Municipality's Engineer and its solicitor. The Municipality shall deliver invoices to the owner in a timely fashion and the Owner shall pay such invoice within 30 days of delivery.

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 financial encumbrance any easements provided for in the Engineering Data and Site Plan, in, through, over and under the Lands as required for drainage purposes, sewers, hydro, gas, watermains, telephones etc. (if any). 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 financial encumbrance.

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of financial encumbrance any area shown on the Site Plan dedicated for road widening (if any). 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 financial encumbrance.

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “**Parts 2 & 4 Owner**” refers to the owner from time to time of Parts 2 and 4 on Plan 12R28154 (the “**Parts 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 Parts 2 & 4 Owner and Part 3 Owner respecting the operation of the Lands, Parts 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 CE981616;
- (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 3 on Plan 12R28154 as in CE944862;
- (d) the benefit of an easement over Parts 2 and 4 on Plan 12R28154 in CE944861; and
- (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 Owner 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 consulting 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 shall 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 Parts 2 & 4 Lands and Part 3 Lands respectively. The 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 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, save and except any actions, claims, loss, damage or liability arising out of the negligence or wilful misconduct of the Municipality or its employees and agents.

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 of at least \$5,000,000.00 in form satisfactory to the Municipality's solicitor, acting reasonably, wherein the Owner and the Municipality 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 roll and collecting them in the same manner as taxes; the Owner hereby authorizes 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 Owner, 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 Owner hereby consents 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 Owner's expense.

8.3 MORTGAGEES

The Owner agrees to use commercially reasonable efforts to obtain a postponement of any mortgages or other financial encumbrances that may affect the Lands where such encumbrance involves an institutional lender and otherwise shall obtain a postponement.

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, a statutory holiday in the Province of Ontario, or any other day on which the principal chartered banks located in the Municipality 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 party 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 they, or their 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 the laws of Canada applicable therein.

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 have been involved in the preparation of this Agreement, such solicitors act solely as solicitors for the Municipality and with regard to the interests of the Municipality 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:

- (a) 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; and
- (b) that he *or* she *or* it understands the terms, and his *or* her *or* its rights and obligations, under this Agreement.

SIGNATURE PAGE FOLLOWS

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

SIGNED, SEALED AND DELIVERED

in the presence of

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____
Gary McNamara - MAYOR

Per: _____
Laura Moy – CLERK

**SKYLINE REAL ESTATE
HOLDINGS (II) INC.**

Name: _____
Title: _____

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

SCHEDULE "B"

SITE PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "C"

SITE SERVICES PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "D"

LANDSCAPING PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "E"

INTERSECTION PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "F"

ELEVATIONS PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "G"

PHOTOMETRICS PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "H"

SITE GRADING PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

The Corporation of the Town of Tecumseh

By-Law Number 2021-36

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings (III) Inc.

Whereas Skyline Real Estate Holdings (III) Inc. (Owner) owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

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

And Whereas where site plan control is in effect, Section 41 of the Act states that the approval of plans by a municipal council is required prior to developments of the Lands, and that the municipality may require the Owner to enter into an Agreement with the municipality respecting certain prescribed matters;

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

And Whereas the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-law of the Corporation as of the date of this Site Plan Control Agreement;

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

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

1. **That** the Mayor and Clerk be hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Skyline Real Estate Holdings (III) Inc. dated the 3rd day of March, 2021, a copy of which Site Plan Control Agreement is attached hereto and forms part of this by-law; and to do such further and other acts which may be necessary to implement the said Site Plan Control Agreement.
2. **And that** this by-law shall come into force and take effect upon the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 11th day of May, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

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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- 9.8 – Severability
- 9.9 – Entire Agreement
- 9.10 – Execution in Counterparts
- 9.11 – Jurisdiction
- 9.12 – Assignment
- 9.13 – True Copy
- 9.14 – Schedules
- 9.15 – Contra Proferentem Rule Not Applicable
- 9.16 – Independent Legal Advice

SCHEDULES

- Schedule “A” – The Lands
- Schedule “B” – Site Plan
- Schedule “C” – Site Services Plan
- Schedule “D” – Landscaping Plan
- Schedule “E” – Intersection Plan
- Schedule “F” – Elevations Plan
- Schedule “G” – Photometrics Plan
- Schedule “H” – Site Grading Plan

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this 3rd day of March, 2021.

B E T W E E N:

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

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 Owner owns 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 Lands 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 Owner 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 on the Lands; and

- (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 Owner makes 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**") and in accordance with all the applicable provisions of the Municipality's By-Laws, subject to any changes as consented to in writing by the Municipality.

2.1.2 Construction and Maintenance

The Owner agrees that the development of the Lands shall be constructed and maintained in accordance with the Site Plan and Site Services Plan so long as this Agreement remains in force.

2.1.3 The Development

The Owner 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 as established by the Professional Engineers Ontario;
- (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, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA); and
- (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 by the Owner and approved by the Municipality, 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 Site 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 site grading plan covering the Lands for their approval prior to the issuance of any building permits. The parties acknowledge that, as of the date hereof, the site grading plan attached hereto as Schedule "H" (the "**Site Grading Plan**") has been approved by the Chief Building Official and/or ERCA. The Owner also agrees to have the approved elevation as per the Site Grading Plan verified by an Ontario Land Surveyor following completion of construction.

Where the finished grade of lot materially deviates from the Site Grading Plan, the Owner shall either submit a new site 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 Site Grading Plan. ERCA's assessment of materiality with respect to the deviation shall determine any issue raised in that regard.

2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the 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 Lands all in accordance with the Landscaping Plan annexed hereto and marked Schedule "C". The Owner further agrees to maintain such landscaping for so long as the buildings exist on the Lands. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction 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 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 Municipality. 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 related to any public road allowance on the Lands, as and if requested by the Municipality.

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 Municipality.

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 Municipality. Remote registry water meters shall be installed as specified by the Municipality. 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 that 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 coordinating 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 consulting 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 to the satisfaction of the Municipality and, to the extent located within a public road allowance, also 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. 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 the Lands 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 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 Lands free from dirt and debris caused by the construction of the 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 applicable to the Lands.

2.1.13 Noise By-Laws

The owner shall at all times ensure 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 Lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Municipality and obtain agreement from the Municipality 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 enter into Local Improvement petitions for any municipal services that are reasonably 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; and/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, subject to the Owner's and/or the Owner's agents and solicitors' review and comment on any requested Local Improvement petition.

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 on the Lands as identified on the Site Plan free and clear of all snow and ice. No snow or ice from the Lands shall be deposited on any municipal streets.

2.1.17 External Lighting

The Owner shall erect exterior lighting on the 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 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 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 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.

2.1.18 Signs

The Owner shall not erect any signs on the Lands other than the following:

- (a) signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”;
- (b) signs erected in compliance with the Municipality’s Sign By-Laws; and/or
- (c) signs required to be erected under applicable laws or as ordered by a court having jurisdiction over the Lands.

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 bins shall not be permitted. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from such inground waste bins located on the Lands.

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; and
- (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 Municipality may at its option elect to terminate this Agreement:

- (a) WSIB Clearance Certificate issued by the general contractor of the Owner, if required;
- (b) proof of Insurance as provided pursuant to Paragraph 6.4, if required;
- (c) registration against the title of the Lands of this Agreement; and
- (d) postponement to this Agreement by all financial encumbrances, if available where the financial encumbrancer is an institutional lender.

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owner agrees 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 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 the Lands (for example, a municipal road allowance, park or pumping station) or an interest in the Lands (for example an easement) held, owned or controlled by the Municipality, the Owner shall contact the Municipality in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Municipality and allow the Municipality's personnel, to the extent required by the Municipality, 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's costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of the Municipality's Engineer and its solicitor. The Municipality shall deliver invoices to the owner in a timely fashion and the Owner shall pay such invoice within 30 days of delivery.

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 financial encumbrance any easements provided for in the Engineering Data and Site Plan, in, through, over and under the Lands as required for drainage purposes, sewers, hydro, gas, watermains, telephones etc (if any). 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 financial encumbrance.

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of financial encumbrance any area shown on the Site Plan dedicated for road widening (if any). 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 financial 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 Part 3 on Plan 12R28154 (the “**Part 3 Lands**”) being SKYLINE REAL ESTATE HOLDINGS 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 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 CE981616;
- (b) The burden of easements over Parts 2 & 4 on Plan 12R28154 in favour of Parts 1 and 3 on Plan 12R28154 as in CE944861; and
- (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 Owner 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 consulting 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 shall 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. The 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 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, save and except any actions, claims, loss, damage or liability arising out of the negligence or wilful misconduct of the Municipality or its employees and agents.

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 of at least \$5,000,000.00, in form satisfactory to the Municipality's solicitor, acting reasonably, wherein the Owner and the Municipality 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 roll and collecting them in the same manner as taxes; the Owner hereby authorizes 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 Owner, 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 Owner hereby consents 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 Owner's expense.

8.3 MORTGAGEES

The Owner agrees to use commercially reasonable efforts to obtain a postponement of any mortgages or other financial encumbrances that may affect the Lands where such encumbrance involves an institutional lender and otherwise shall obtain a postponement.

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, a statutory holiday in the Province of Ontario, or any other day on which the principal chartered banks located in the Municipality 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 party 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 they or their 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 the laws of Canada applicable therein.

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 have been involved in the preparation of this Agreement, such solicitors act solely as solicitors for the Municipality and with regard to the interests of the Municipality 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:

- (a) 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; and
- (b) that he *or* she *or* it understands the terms, and his *or* her *or* its rights and obligations, under this Agreement.

SIGNATURE PAGE FOLLOWS

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

SIGNED, SEALED AND DELIVERED

in the presence of

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____
Gary McNamara - MAYOR

Per: _____
Laura Moy – CLERK

**SKYLINE REAL ESTATE
HOLDINGS (III) INC.**

Per: _____
Name: _____
Title: _____

SCHEDULE "A"

THE LANDS

01567-1514 (LT)

PART LOTS 147 AND 148, CONCESSION 2 SANDWICH EAST, DESIGNATED AS PARTS 2 AND 4 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PARTS 2 AND 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

SCHEDULE "B"

SITE PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "C"

SITE SERVICES PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "D"

LANDSCAPING PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "E"

INTERSECTION PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "F"

ELEVATIONS PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "G"

PHOTOMETRICS PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

SCHEDULE "H"

SITE GRADING PLAN

The final plans/drawings have been filed and indexed by the Municipality and can be provided upon written request to the Municipality.

Unfinished Regular Council Business

No.	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
1/20	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

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
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
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	Report ICS-2021-02 Rural Broadband Advisory Committee is an item on RCM April 27, 2021 Agenda for Council's consideration.
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

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
02/21	March 9, 2021	RCM 80/21	Parking on Tecumseh Road (Main Street)	That a report be prepared on the options available, on an interim basis, for on-street parking on Tecumseh Road (Main Street) in Q2 of 2021.	PBS/PWES	
03/21	March 23, 2021	RCM 102/21	Indigenous Heritage	That Administration prepare a report on how to recognize Indigenous heritage land with in the Town for the next Policies & Priorities Committee Meeting.	CS	
04/21	April 13, 2021	RCM 110/21	Retail Cannabis Sales	<p>That Administration review and report back on the request to allow for retail cannabis sales in the Town of Tecumseh;</p> <p>And that the report includes an update from the Windsor Essex County Health Unit; and an update on the prior administrative report on retail cannabis sales; as well as resident input;</p> <p>And further that the report be provided at or before the June 9, 2021 meeting of Council.</p>	CS	

Motion – Paramedics Week Banner

Regular Council Meeting
May 11, 2021

Background

The Town is in receipt of an application from Essex-Windsor Emergency Medical Services (Essex-Windsor EMS) under the Town's Banner Policy (Policy) for the placement of a banner on the Town's polls on Tecumseh Road near the intersection of Southfield in recognition of Paramedics Services Week.

Paramedics Services Week (May 23-29, 2021) is a week of celebration for paramedics, emergency medical services support staff and administration across Canada.

Essex-Windsor EMS would like to celebrate the week by hanging temporary banners over the roads in the area municipalities for three weeks (May 16 – June 6, 2021) to provide for all local Essex-Windsor EMS staff, and their families, to safely view the banner and celebrate within their hometowns.

The application has been reviewed and approved by the Public Works, Fire and Parks & Recreation Departments, as well as the OPP, in accordance with the Policy.

The Policy sets out a \$500 application fee to cover the cost of renting equipment to install / remove the banner, as well as maintenance and future replacement of the polls. Essex Power has agreed to install the banner in the Town of Tecumseh at no cost to the Town. As the purpose of the Town's fee is to cover the cost of installation of banners, the following motion is proposed.

Motion

Moved by: Councillor Rick Tonial
Seconded by:

That the fee established in the Banner Policy be waived for the Essex-Windsor Emergency Medical Services for the placement of a banner on the Town's polls on Tecumseh Road, near the intersection of Southfield, in recognition of Paramedics Services Week (May 23-29, 2021).

The Corporation of the Town of Tecumseh

By-Law Number 2021-37

Being a by-law to confirm the proceedings of the May 11, 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 May 11, 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 May 11, 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 11th day of May, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk