

Regular Council Meeting Agenda

Date: September 14, 2021, 7:00 pm

Location: Electronic meeting live streamed at: <https://video.isilive.ca/tecumseh/live.html>.

Pages

- A. Roll Call**
- B. Order**
- C. Report Out of Closed Meeting**
- D. Moment of Silence**
- E. National Anthem**
- F. Disclosure of Pecuniary Interest**
- G. Minutes**
 - 1. Regular Council Meeting - July 27, 2021 9 - 24
 - 2. Public Council Meeting - July 27, 2021 ZBA 5648 North Talbot Road 25 - 27
- H. Supplementary Agenda Adoption**
- I. Delegations**
 - 1. Tom Kitsos, Director Financial Services & Chief Financial Officer 28 - 48
Re: 2022 Pre Budget Council Consultation
- J. Communications - For Information**
 - 1. City of Kitchener dated December 18, 2020 49 - 50
Re: Cannabis Retail
 - 2. City of Toronto dated June 24, 2021 51 - 53
Re: Bill 177 Ontario Act Changes to Provincial Offences Act
 - 3. City of Toronto dated May 6, 2021 54 - 57
Re: Building the Early Learning and Child Care System Toronto Needs

4.	Town of Amherstburg dated July 28, 2021 Re: Elimination of LPAT	58 - 61
5.	Town of Cobourg dated July 19, 2021 Re: Support for Bill C-6 Conversion Therapy	62 - 64
6.	Windsor-Essex County Health Unit dated July 2021 Re: Active School Travel Charter	65 - 66
7.	County of Essex dated August 3, 2021 Re: Increasing Costs for Building Materials	67 - 70
8.	Town of Plympton-Wyoming dated August 11, 2021 Re: Cost of Building Materials	71 - 73
9.	County of Essex dated August 3, 2021 Re: 988 Crisis Line Initiative	74 - 76
10.	Town of Petrolia dated August 9, 2021 Re: 9-8-8 Suicide and Crisis Hotline	77 - 79
11.	Greater Napanee dated August 25, 2021 Re: 988 Suicide and Crisis Prevention Hotline	80 - 83
12.	Township of McMurrish-Monteith dated August 3, 2021 Re: 9-8-8 Suicide and Crisis Hotline	84 - 84
13.	Township of Springwater dated August 13, 2021 Re: Support for the 9-8-8 Crisis Line Initiative	85 - 85
14.	Municipality of Leamington dated July 21, 2021 Re: 9-8-8 Crisis Line	86 - 88
15.	Perth County dated August 16, 2021 Re: Relationship with MPAC	89 - 90
16.	Township of Springwater dated August 13, 2021 Re: Petition to include the PSA test for men into the National Health Care system	91 - 91
17.	Greater Napanee dated August 25, 2021 Re: PSA Test for Men into the Medical Care	92 - 94

18.	Township of Larder Lake dated August 24, 2021 Re: PSA Test for Men into the Medical Care	95 - 96
19.	Town of Amherstburg dated July 28, 2021 Re: PSA for Men into the National Medical Care System	97 - 101
20.	Town of Essex dated August 13, 2021 Re: PSA Test for men into the National Medical Health Care System	102 - 104
21.	County of Essex dated August 17, 2021 Re: Notice of Decision OPA No. 2 Town of Tecumseh- Northshore Public School	105 - 107
22.	County of Essex dated August 30, 2021 Re: Notice of Decision - 12433 Dillon Drive, formerly Victoria Public School	108 - 120
23.	The U.S. and Canadian Advisors to the Great Lakes Fishery Commission dated August 16, 2021 Re: Support for Offshore Productivity, Lake Trout Stocking in Lake Huron, and Canadian Legislation	121 - 124
24.	City of Windsor dated August 6, 2021 Re: Notice of Public Information Centre for Wyandotte Street East and Jarvis Avenue	125 - 125
25.	Prime Minister Justin Trudeau dated August 16, 2021 Re: Cost of Building Materials Resolution	126 - 128
26.	Prime Minister Justin Trudeau dated August 17, 2021 Re: Capital Gains Tax on Primary Residence	129 - 133
27.	City of Sarnia dated July 21, 2021 Re: Capital Gains Tax	134 - 136
28.	Town of Petrolia dated August 9, 2021 Re: Capital Gains Tax	137 - 137
29.	Township of Springwater dated August 13, 2021 Re: Capital Gains Tax	138 - 138
30.	Village of Oil Springs dated August 11, 2021 Re: Capital Gains Tax	139 - 141

31.	Local Authority Notice, Cannabis License dated August 16, 2021 Re: Notification of Micro Processing Cannabis License Application	142 - 142
32.	Municipality of Chatham-Kent dated August 11, 2021 Re: Affordable Internet	143 - 146
33.	Municipality of Leamington dated August 17, 2021 Re: Joint and Several Liability	147 - 148
34.	Ontario Energy Board dated September 1, 2021 Re: Notice to Customers of Hydro One Networks	149 - 149
35.	Township of South Bruce Peninsula dated April 23, 2021 Re: Lottery licensing to assist small organizations	150 - 153
36.	Town of Plympton-Wyoming dated August 31, 2021 Re: Bill C-313 Banning Symbols of Hate Act	154 - 156
37.	City of Brantford dated August 27, 2021 Re: Year of the Garden 2022	157 - 158
38.	City of Hamilton dated August 20, 2021 Re: Noise Concerns and Requests for Expiry of Extended Construction Hours	159 - 160
39.	Government Finance Officers Association dated August 24, 2021 Re: Town of Tecumseh receives GFOA's Distinguished Budget Presentation Award	161 - 161
40.	City of Port Colborne dated August 27, 2021 Re: Phase Out Ontario's Gas Plants	162 - 164
41.	Tay Valley Township dated August 27, 2021 Re: Lottery licensing to assist small municipalities	165 - 165
42.	Town of Plympton-Wyoming dated August 31, 2021 Re: Supporting Affordable Internet	166 - 170
43.	Ministry of Municipal Housing and Affairs dated September 9, 2021 Re: Site Plan Control Guide	171 - 171

K. Communications - Action Required

1. Rail Safety Week September 20 - 26, 2021

It is recommended:

Whereas Rail Safety Week is to be held across Canada from September 20 to 26, 2021;

Whereas it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens;

Whereas Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

Whereas CN has requested Town Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality.

2. Local Authority Services (LAS) dated September 9, 2021

Re: Risk Management Symposium

View the symposium information [here](#)

It is recommended:

That the Mayor and Members of Council **be authorized** to register for the LAS Powering Change Climate Resiliency for a Better Tomorrow virtual Symposium on October 5-6, 2021 at a cost of \$275, subject to funding in the 2021 Budget and compliance with the Town's Travel and Professional Development Policies.

3. AMO Policy Update dated August 23, 2021

Re: Draft Resolution for Municipal Recognition of September 30th as National Day for Truth and Reconciliation and new Municipal Resources Materials

View the AMO Policy Update [here](#).

It is recommended:

That consideration **be given** to recognizing September 30th as National Day for Truth and Reconciliation (also known as Orange Shirt Day) with the adoption of the AMO resolution contained in the August 23, 2021 AMO Communication.

L. Committee Minutes

- | | | |
|----|--|-----------|
| 1. | Town of Tecumseh Business Improvement Area Board dated August 18, 2021 | 174 - 184 |
| 2. | Rural Broadband Advisory Committee dated July 14, 2021 | 185 - 188 |

M. Reports

- | | | |
|----|--|-----------|
| 1. | Chief Administrative Officer | |
| a. | CAO-2021-14 Town of Tecumseh Contributions to WEVaxtoWin | 189 - 193 |
| 2. | Corporate Services & Clerk | |
| a. | CS-2021-23 Call for 2022 Award Nominations | 194 - 199 |
| b. | CS-2021-24 Advisory and Statutory Committees Call for 2022 Applications | 200 - 213 |
| c. | CS-2021-25 Amendments to By-Law 2002-07 Noise By-Law | 214 - 218 |
| 3. | Financial Services | |
| a. | FS-2021-08 2020 Year End Variance Report | 219 - 251 |
| b. | FS-2021-10 2020 Annual Report on Investment and Cash Management | 252 - 258 |
| c. | FS-2021-11 Transfer Payment Agreements for Projects in Municipal Modernization Program- Intake 2 | 259 - 262 |
| 4. | Parks & Recreation Services | |
| a. | PRS-2021-14 Tecumseh Recreation Complex and Arena COVID-19 Screening Process | 263 - 267 |
| 5. | Planning & Building Services | |
| a. | PBS-2021-41 Tecumseh Transit Service (TTS) January to June 2021 Status Report | 268 - 276 |
| b. | PBS-2021-42 Community Housing Renewal Strategy Ontario Priorities Housing Initiatives (OPHI) Town of Tecumseh's Participation in 2021 Rental Housing Component | 277 - 282 |
| c. | PBS-2021-43 County Wide Active Transportation System (CWATS) Town of Tecumseh 2022 Proposed Projects | 283 - 293 |
| d. | PBS-2021-44 Request for Extension of Draft Plan of Subdivision Approval - 1061160 Ontario Inc. (Santarossa) Business Park - (County of Essex - Application: 37-T-17003) North-East Corner of 8th Concession Rd/County Rd 46 Intersection | 294 - 299 |

6. Public Works & Environmental Services

- a. PWES-2021-40 Canada Community Revitalization Fund 300 - 306
(CCRF) - Riverside Drive Trail

N. By-Laws

1. By-Law 2021-63 307 - 308
Being a by-law to amend By-law No. 2019-10 being a by-law to appoint Directors to the Board of Management for the Business Improvement Area for the term of Tecumseh Council 2019-2022
2. By-Law 2021-64 309 - 333
Being a By-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities
3. By-Law 2021-65 334 - 342
Being a by-law to authorize the execution of a Site Plan Control Amending Agreement between The Corporation of the Town of Tecumseh and The TDL Group Corp.
4. By-Law 2021-66 343 - 344
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 - 5648 North Talbot Road
5. By-Law 2021-67 345 - 347
Being a by-law to amend By-law No. 2002-07 being a by-law to respecting the emission of sound
6. By-Law 2021-68 348 - 372
Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing for funding under the Municipal Modernization Fund – Intake 2 Digital Strategy, Business Continuity, and Disaster Recovery Plan Review
7. By-Law 2021-69 373 - 397
Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing for funding under the Municipal Modernization Fund – Intake 2 Town of Tecumseh and Municipality of Lakeshore Economic Development Study

8.	By-Law 2021-70	398 - 422
	Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing for funding under the Municipal Modernization Fund – Intake 2 Town of Tecumseh Payroll Systems Review	
9.	By-Law 2021-71	423 - 424
	A by-law to amend Schedule “F” (Boulevard Parking) of By-law No. 2001-36, as amended, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Municipality.	
10.	By-Law 2021-41 (Third Reading)	425 - 444
	Being a bylaw to provide for the repair and improvements to the CYR Drain	
11.	By-Law 2021-42 (Third Reading)	445 - 489
	Being a bylaw to provide for the Realignment of the South Talbot Drain	
O.	Unfinished Business	
1.	September 14, 2021	490 - 491
P.	New Business	
Q.	Motions	
1.	Confirmatory By-law 2021-72	492 - 493
R.	Notices of Motion	
S.	Next Meeting	
	Tuesday, September 28, 2021	
	6:15 pm Court of Revision - Cyr Drain	
	7:00 pm Regular Council Meeting	
T.	Adjournment	

Regular Meeting of Council

Minutes

Date: Tuesday, July 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

Absent:

Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misk-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Fire Services & Fire Chief, Wade Bondy
Director 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:

Systems Analyst, David Doyon

A. Roll Call

B. Order

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

C. Report Out of Closed Meeting

There was no closed meeting scheduled.

D. Moment of Silence

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

E. National Anthem

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

F. Disclosure of Pecuniary Interest

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

G. Minutes

1. Regular Council Meeting - July 13, 2021

2. Public Council Meeting - July 13, 2021- Cyr Drain

Motion: RCM - 237/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the Tuesday, July 13, 2021 minutes of the Regular Council meeting, and the July 13, 2021 Public Council meeting as were duplicated and delivered to the members, **be adopted**.

Carried

H. Supplementary Agenda Adoption

Motion: RCM - 238/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Andrew Dowie

That the supplementary items added to the Regular Meeting Agenda regarding the Delegation of the Director Public Works & Environmental Services on the Rainfall Event on July 16, 2021, **be approved**

Carried

I. Delegations

1. Phil Bartnik, Director Public Works & Environmental Services

Re: Rainfall Event of July 16, 2021

The Director Public Works & Environmental Services presents the PowerPoint presentation entitled "Rainfall Event of July 16, 2021", as appended to the agenda. A suggestion is raised to post videos on the town's website on stormwater and sewer management and homeowner maintenance to raise awareness.

Motion: RCM - 239/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the PowerPoint presentation entitled "Rainfall Event of July 16, 2021" as appended on the Regular Council Agenda, **be received**.

Carried

J. Communications - For Information

1. City of Kitchener dated July 12, 2021

Re: Anti-Hate Crimes

2. City of Kitchener dated July 12, 2021

Re: Cost of Building Materials

3. Minister of Transport dated July 12, 2021

Re: Removal of Windsor International Airport from NAV Canada's Closure List

4. Township of Adelaide Metcalfe July 12, 2021

Re: Abandoned Cemeteries

5. Township of Adelaide Metcalfe July 12, 2021

Re: Bill 228 - Banning Unencapsulated Polystyrene Foam

6. Township of Adelaide Metcalfe July 12, 2021

Re: Bill 279 - Microplastics Filters for Washing Machines

7. Township of Adelaide Metcalfe July 12, 2021

Re: Endorsement of 988 Suicide and Crisis Prevention Hotline Initiative

8. City of Woodstock dated July 16, 2021

Re: Affording Housing

9. Office of the Solicitor General dated July 8, 2021

Re: Pet Safety

10. Ontario Energy Board dated July 19, 2021

Re: Natural Gas Increase January 1, 2022

11. Municipality of Shuniah dated July 19, 2021

Re: Capital Gains Tax on Primary Residence

12. Town of LaSalle dated July 20, 2021

Re: Capital Gains Tax on Primary Residence

13. Municipality of Shuniah dated July 19, 2021

Re: Municipal Land Transfer Tax

14. Municipality of Lakeshore dated July 20, 2021

Re: Notice of Public Meeting - Floating Homes

15. Municipality of Shuniah dated July 20, 2021

Re: Lyme Awareness Month

16. Town of Plympton-Wyoming dated June 21, 2021

Re: Include PSA Test for Men into the Medical Care

A Member commented on Communications item number 10 from Ontario Energy Board regarding the price increases proposed by Enbridge Gas. The Mayor will send a letter to inquire on the increase in rates and raise the issue at Association of Municipalities of Ontario.

Motion: RCM - 239/21

Moved by Councillor Andrew Dowie
Seconded by Councillor Brian Houston

That Communications - For Information 1 through 16 as listed on the Tuesday, July 27, 2021 Regular Council Agenda, **be received**.

Carried

Motion: RCM - 240/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That the Town of Tecumseh support the resolutions from the City of Kitchener regarding the cost of building materials and the Town of LaSalle regarding capital gains on primary residences.

Carried

K. Communications - Action Required

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

L. Committee Minutes

1. Town of Tecumseh Business Improvement Area Special Committee Meeting Minutes - June 24, 2021

A Member raised concern over challenges with quorum and moving business forward as there is currently a vacancy on the Board.

Motion: RCM - 241/21

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That the June 24, 2021 minutes of the Town of Tecumseh Business Improvement Area Special Committee Meeting as were duplicated and delivered to the members, **be accepted**.

Carried

Motion: RCM - 242/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Bill Altenhof

That Councillors Houston and Dowie **be appointed** to the BIA Board;

And that the term of their appointment to the BIA Board be for the term of Council, ending November 2022, or until such time as new members are appointed.

Carried

2. Court of Revision - July 13, 2021 South Talbot Drain

Motion: RCM - 243/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That the Tuesday, July 13, 2021 minutes of the Court of Revision for the South Talbot Drain as were duplicated and delivered to the members, **be adopted**.

Carried

3. Policies & Priorities Committee Meeting - July 13, 2021

Motion: RCM - 244/21

Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston

That the Tuesday, July 13, 2021 minutes of the Policies & Priorities Committee Meeting as were duplicated and delivered to the members, **be adopted.**

Carried

M. Reports

1. Corporate Services & Clerk

a. CS-2021-18 Council Conferences for 2022

Motion: RCM - 245/21

Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That Members of Council **be authorized** to attend the following conferences scheduled to be held in 2022, in accordance with the Town's Travel Policy No. 14 and Professional Development Policy No. 73:

Carried

b. CS-2021-19 December Holiday Schedule for 2022

Motion: RCM - 246/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That CS-2021-19 entitled "December Holiday Schedule 2022" **be received;**

And that the Tecumseh Town Hall Offices **be closed** for the 2022 December Holiday Season from Saturday, December 24, 2022 through to and including Sunday, January 1, 2023.

Carried

c. CS-2021-20 Council Meetings in 2022

Motion: RCM - 247/21

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That the following Regular Council Meeting dates in 2022 **be cancelled:**

Tuesday, June 14, 2021

Tuesday, August 23, 2022;

Tuesday, October 25, 2022 and

Tuesday, December 27, 2022.

And that notice of the Regular Council Meeting dates **be posted** to the Town's website and linked to the Social Media Pages (Facebook and Twitter).

Carried

- d. CS-2021-21 Management and Non-Union Administrative Support Staff and Council Economic Salary Adjustment for 2021

Motion: RCM - 248/21

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That CS-2021-21 entitled "Management and Non-Union Administrative Support Staff and Council Economic Salary Adjustment for 2021," **be received;**

And that an annual economic adjustment for 2021 of 2.0% **be approved**, effective January 1, 2021, for the Management and Non-union Administrative Support Staff Salary Schedule (Salary Grid), in accordance with Compensation and Salary Administration Policy No. 67;

And further that an annual economic adjustment for 2021 **be approved** as follows, in accordance with By-Law No. 2006-84, as amended by By-law No. 2019-62, being a by-law to provide for the remuneration of Members of Council:

Mayor 2.0%

Deputy Mayor 0.5%

Councillors 1.0%

Carried

- e. CS-2021-22 Request for Noise By-Law Exemption – Tabouli by Eddys

It is requested that approvals for an exemption from the Noise By-Law are circulated to Council for awareness.

Motion: RCM - 249/21

Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

That an exemption from the Town's Noise By-law No. 2002-07, as amended, **be granted** for Saturdays during the months of July, August

and September 2021 to permit musical entertainment from 9:30 pm to 11:00 pm at Tabouli by Eddys located at 1614 Lesperance Road, Unit F5-6, Tecumseh (event);

And that the exemption from the Town's Noise By-law 2002-07 **be conditional** on the event being held in accordance with all of the Ontario Roadmap to Reopening regulations;

And further that the Director Corporate Services & Clerk **be authorized** to grant exemptions to the Noise By-law no later than 11:00 pm;

And furthermore that the OPP **be informed** of exemptions from the Noise-By-Law and the applicants also notify area residents;

And furthermore over that the OPP be requested **to monitor** events for concerns and/or complaints respecting the emissions of sound, resulting from musical entertainment.

Carried

2. Financial Services

a. FS-2021-05 2020 Development Charge Reserve Fund Statement

Motion: RCM - 250/21

Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That the 2020 Development Charge Reserve Fund Statement, prepared in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43, **be received**;

And that the 2020 Development Charge Reserve Fund Statement **be made available** to the public on the Town's website in accordance with the *Development Charges Act, 1997*, S.O. **1997, C. 27, S. 43 (2.1); 2015, C. 26, S. 7 (1)**;

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

Carried

b. FS-2021-09 2022 Business Plan and Budget Timetable

Motion: RCM - 251/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Andrew Dowie

That the proposed 2022 Business Plan and Budget Timetable **be approved** to extend the public engagement timeline for an additional week, commencing from September 16 to October 6, 2021.

Carried

Motion: RCM - 252/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That the proposed 2022 Business Plan and Budget Timetable, as follows, **be approved**:

Council consultation - September 14, 2021

Public engagement - September 16 -29 2021

Table proposed business plan and budget - November 9, 2021

Council deliberations - TBD November, 2021

Council consideration and adoption - December 14, 2021

Carried

3. Parks & Recreation Services

a. PRS-2021-08 Amend 2021-2025 Arena and Pool (5) Year Capital Works Plan Arena Boiler Replacement

Motion: RCM - 253/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That the Boiler Replacement Capital Project be added to PRS-2021-01 2021 – 2025 Arena and Pool Five (5) Year Capital Works Plan;

And that the Arena Boiler Replacement Capital Project, in an amount not to exceed \$30,000 net of 100% refundable HST, **be authorized and funded** out of the Arena Lifecycle Reserve;

And further that the Arena Boiler Replacement Capital Project be awarded to Vollmer Mechanical Contractors Limited.

Carried

- b. PRS-2021-09 Lacasse Park Pickleball Complex Tender Award

Motion: RCM - 254/21

Moved by Councillor Brian Houston
Seconded by Deputy Mayor Joe Bachetti

That the Lacasse Park Pickleball Complex Project overall budget be increased from the original \$600,000 to a total of \$755,000;

And that the increase of \$155,000 be covered by a \$50,000 increase in funding commitment from the Tecumseh Pickleball Association and the remaining \$105,000 funded equally between the Infrastructure Reserve and the Parks Lifecycle Reserve at \$52,500 each;

And further that the project to construct the Lacasse Pickleball Complex be awarded to Front Construction Industries Ltd. in the amount of \$711,505.92.

Carried

4. Planning & Building Services

- a. PBS-2021-31 Transit On-Demand Pilot Program, Federal Funding Approval Confirmation and Commencement of Program

Motion: RCM - 255/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Tania Jobin

That PBS-2021-31, entitled Tecumseh Transit Service (TTS) Initiation of On-Demand Pilot Program Report, **be received**;

And that a one-year pilot project for an on-demand transit service **be initiated in accordance with the work program outlined in PBS-2021-31**;

And further that the Mayor and Clerk **be authorized** to sign any required documents necessary to initiate the work program outlined in PBS-2021-31.

Carried

- b. PBS-2021-38 Zoning By-Law Amendment (Condition of Consent Application B-10/21) Linda Deneau - 5074 North Talbot Road - Scheduling of Public Meeting

Motion: RCM - 256/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That the scheduling of a public meeting, on September 14, 2021 at 4:30 p.m., in accordance with the *Planning Act*, for the application submitted by Linda Deneau to amend Zoning By-law 85-18 by rezoning a 1.09 hectare (2.7 acre) property situated on the north side of North Talbot Road, abutting the west side of Weston Park (5074 North Talbot Road), from "Agricultural Zone (A-33)" to "Hamlet Residential Zone (RH)" in order to facilitate the creation of one new residential lot and the future construction of one single-unit dwelling, **be authorized**.

Carried

- c. PBS-2021-39 Site Plan Control - TDL Group (Tim Hortons Restaurant) - 5250 Walker Road

Motion: RCM - 257/21

Moved by Councillor Andrew Dowie
Seconded by Deputy Mayor Joe Bachetti

That a by-law authorizing the execution of the "The TDL Group Corp." (Tim Hortons Restaurant) site plan control amending agreement, satisfactory in form to the Town's Solicitor, which agreement facilitates the improvements to the existing double drive-through lanes to the Tim Hortons restaurant, along with on-site services/works on the 1.0 hectare (2.5 acre) parcel of land located on the southeast corner of the Walker/North Talbot Road intersection (5250 Walker Road), **be adopted**, subject to the following occurring prior to the Town's execution of the agreement:

- final grading/site service drawings being approved by the Town;
- the Owner executing the site plan control amending agreement; and
- the Owner posting security for performance pursuant to paragraph 5.1 of the amending agreement.

And that the execution of such further documents as are called for by the site plan control amending agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan control amending 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 amending agreement, by the Mayor and Clerk, **be authorized.**

Carried

- d. PBS-2021-40 Zoning By-Law Amendment (Additional Residential Unit) - Cameron and Margaret Brown - 12305 County Road 34 - Scheduling of a Public Meeting

Motion: RCM - 258/21

Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston

That the scheduling of a public meeting, on September 14, 2021 at 5:00 p.m., in accordance with the *Planning Act*, for the application submitted by Cameron and Margaret Brown to amend the Zoning By-law 85-18 by rezoning a 0.57 hectare (1.4 acre) property situated on the south side of County Road 34, approximately 500 metres west of its intersection with Manning Road (12305 County Road 34), from “Hamlet Residential Zone (RH)” to a site-specific “Hamlet Residential Zone (RH-6)” in order to facilitate the construction of one additional residential unit (ARU) on the property, in accordance with subsection 11.2.3 of the Town of Tecumseh Official Plan, **be authorized.**

Carried

5. Public Works & Environmental Services

- a. PWES-2021-35 Canada Community Revitalization Fund

Motion: RCM - 259/21

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That Report PWES-2021-35 Canada Community Revitalization Fund, **be received.**

And that the Town’s application to the Canada Community Revitalization Fund for the Riverside Drive Trail project (as described in report PWES-2021-29), **be endorsed.**

Carried

- b. PWES-2021-36 5205 8th Concession Road Sanitary Sewer Connection Agreement

Motion: RCM - 260/21

Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That Report PWES-2021-36 entitled "5205 8th Concession Road Sanitary Sewer Connection Agreement" **be received**;

And That By-law No. 2021-57 being a by-law to authorize the Mayor and Clerk to execute the (Sanitary) Sewer Connection Agreement with the Owner of 5205 8th Concession Road, which will facilitate the property's sanitary connection to the 8th Concession Road Trunk Sanitary Sewer, **be adopted**.

Carried

- c. PWES-2021-37 5175 8th Concession Road Sanitary Sewer Connection Agreement

Motion: RCM - 261/21

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That Report PWES-2021-37 entitled "5175 8th Concession Road Sanitary Sewer Connection Agreement" **be received**;

And That By-law No. 2021-58 being a by-law to authorize the Mayor and Clerk to execute the (Sanitary) Sewer Connection Agreement with the Owner of 5175 8th Concession Road, which will facilitate the property's sanitary connection to the 8th Concession Road Trunk Sanitary Sewer, **be approved**.

Carried

N. By-Laws

1. By-Law 2021-57

Being a by-law to authorize the execution of a Sewer Connection Agreement between the Corporation of the Town of Tecumseh and Riz-Cona Inc.

2. By-Law 2021-58

Being a by-law to authorize the execution of a Sewer Connection Agreement between The Corporation of the Town of Tecumseh and Amicone Holdings Limited.

3. By-Law 2021-59

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Demeter Developments Inc.

4. By-Law 2021-60

Being a by-law to govern procurement policies and procedures

5. By-Law 2021-61

Being a by-law to authorize the execution of an Encroachment Agreement between The Corporation of the Town of Tecumseh and Kona Sushi, 11977 Tecumseh Road East

Motion: RCM - 262/21

Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That By-Law 2021-57 being a by-law to authorize the execution of a Sewer Connection Agreement between the Corporation of The Town of Tecumseh and Riz-Cona Inc.;

That By-law 2021-58 being a by-law to authorize the execution of a Sewer Connection Agreement between The Corporation of The Town of Tecumseh and Amicone Holdings Inc.;

That By-Law 2021-59 being a by-law to authorize the execution of the Site Plan Control Agreement between the Corporation of The Town of Tecumseh and Demeter Developments Inc.;

That By-law 2021-60 being a by-law to govern procurement policies and procedures;

That By-law 2021-61 being a by-law to authorize the execution of an Encroachment Agreement between The Corporation of the Town of Tecumseh and Kona Sushi, 11977 Tecumseh Road East.

Be given first and second reading.

Carried

Motion: RCM - 263/21

Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston

That By-Law 2021-57 being a by-law to authorize the execution of a Sewer Connection Agreement between the Corporation of The Town of Tecumseh and Riz-Cona Inc.;

That By-law 2021-58 being a by-law to authorize the execution of a Sewer Connection Agreement between The Corporation of The Town of Tecumseh and Amicone Holdings Inc.;

That By-Law 2021-59 being a by-law to authorize the execution of the Site Plan Control Agreement between the Corporation of The Town of Tecumseh and Demeter Developments Inc.;

That By-law 2021-60 being a by-law to govern procurement policies and procedures;

That By-law 2021-61 being a by-law to authorize the execution of an Encroachment Agreement between The Corporation of the Town of Tecumseh and Kona Sushi, 11977 Tecumseh Road East.

Be given third and final reading.

Carried

O. Unfinished Business

1. July 27, 2021

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

P. New Business

OPP Enforcement on Green Valley and Edgewater Streets

A Member requests for OPP presence and speed enforcement on Green Valley Drive and Edgewater Boulevard as motorists are finding alternate routes to the construction on Manning Road.

Parking on Tecumseh Road

A Member inquires on the timeline for the new designated on street parking on Tecumseh Road. The Director Public Works & Environmental Services advised on the challenges with the removal of the existing lines and the specialized equipment required for the project.

Canada Post

A Member requests that Administration invite Canada Post to appear as a delegation to discuss location and density of community mailboxes.

Q. Motions

1. Confirmatory By-Law 2021-62

Motion: RCM - 264/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That By-Law 2020-62 being a by-law to confirm the proceedings of the Tuesday, July 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, September 14, 2021

4:30 pm Public Council Meeting - ZBA 5074 North Talbot Road

5:00 pm Public Council Meeting - ZBA 12305 County Road 34

5:30 pm Public Council Meeting - ZBA 1441 Shawnee Road

6:15 pm Court of Revision - CYR Drain

7:00 pm Regular Council Meeting

T. Adjournment

Motion: RCM - 265/21

Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, July 27, 2021 meeting of the Regular Council **be adjourned** at 9:49 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, July 27, 2021
Time: 6:30 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

Absent: 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 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 6:30 pm.

C. Disclosure of Pecuniary Interest

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

D. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on the proposed zoning by-law amendment for the property situated on the north side of North Talbot Road, approximately 110 metres west of its intersection with 9th Concession Road (5648 North Talbot Road) in order to rezone the subject property from "Agricultural Zone (A-33)" to "Hamlet Residential Zone (RH)" in order to facilitate

the creation of one new residential lot and the future construction of one single-unit dwelling.

The Manager Planning Services presents Report PBS-2021-30 and further explains the proposed application submitted in relation to the Consent application.

In response to an inquiry, the Manager advised of the agricultural zoning classification of the surrounding lands.

Discussion ensues over the future sanitary sewer improvements planned in the area. The Director Public Works & Environmental Services advises on the timing of sanitary sewer improvements is outside of the next five years. The applicant comments that they are hoping to commence building in the next six months and to install a septic system.

E. Delegations

Sandra Vasquez, Applicant

Ms. Sandra Vasquez is joined by her husband Joe, and advise the Members of their construction plans and awareness of the development of the sanitary sewers designated for the area.

F. Communications

1. Notice of Public Meeting - 5648 North Talbot Road

2. ERCA dated July 5, 2021

Re: Zoning By-Law Amendment 5648 North Talbot Road - John Morgan White

Motion: PCM - 32/21

Moved By Councillor Tania Jobin

Seconded By Councillor Bill Altenhof

That Communications - For Information 1 and 2 as listed on the Tuesday, July 27, 2021 Public Council Meeting Agenda, **be received.**

Carried

G. Reports

1. PBS-2021-30 Zoning By-Law Amendment - 5648 North Talbot Road - Scheduling of Public Meeting

Motion: PCM - 33/21

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Brian Houston

That Report PBS-2021-30 Zoning By-Law Amendment - 5648 North Talbot Road - Scheduling of Public Meeting, **be received.**

Carried

H. Adjournment

Motion: PCM - 34/21

Moved By Councillor Bill Altenhof
Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, July 27, 2021 meeting of the Public Council Meeting **be adjourned** at 6:41 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk



2022 Pre-Budget Council Consultation

Presentation to Town Council
September 14, 2021



Strategic Priorities



Smart Growth

Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.



Sustainable Infrastructure

Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.



Community Health and Wellness

Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.



Continuous Improvement

Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.

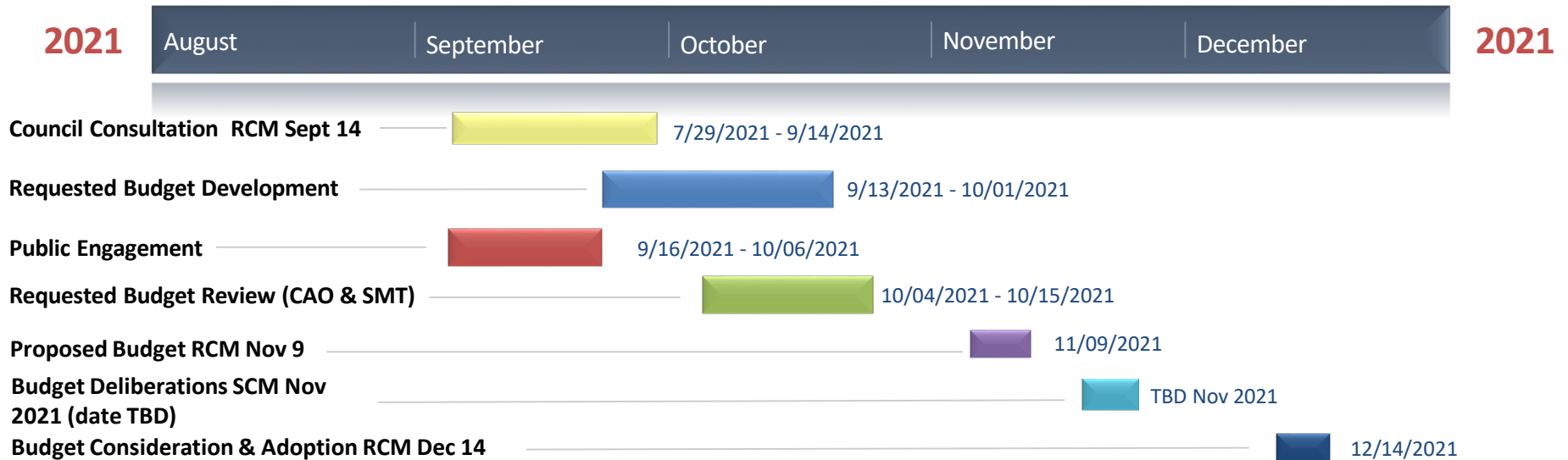


Good Governance

Demonstrate the Town's leadership role in the community by promoting good governance and community engagement.



2022 Budget Timelines



2022 Budget Timelines approved by Council as per RCM-252/21 and RCM-252/21



2022 Budget Approach

- Strategic Priorities
 - Focus on Program and Service Delivery
 - Respect for Taxpayers
- Ongoing COVID-19 Effect
 - Budget assumes normal operations
 - Impact to User Fees
 - Increased safety measures and related costs
 - Deficit backstopped with grant funds
- MPAC Assessment Cycle Postponed
 - CVA update postponed – 2020 assessed values will carry to 2022



2021 Approved Budget & Forecast

Budget Drivers	2020	2021 Approved	2022	2023	2024	2025
Base Department Operations (excl Pay/Ben)	-0.38%	0.31%	0.29%	0.81%	1.16%	1.11%
Service Level Enhancements	1.19%	0.39%	0.42%	0.38%	0.37%	0.36%
Payroll/Benefits	0.92%	0.83%	1.02%	0.80%	0.78%	0.78%
Police Services	0.31%	0.14%	0.28%	0.27%	0.30%	0.32%
Sub-total - Operating	2.03%	1.67%	2.00%	2.27%	2.60%	2.57%
Lifecycle	0.81%	1.52%	0.80%	0.77%	0.93%	0.89%
New Infrastructure Levy	0.86%	0.83%	0.80%	0.77%	0.74%	0.71%
Sub-total - Capital	1.66%	2.34%	1.59%	1.54%	1.67%	1.60%
Total	3.70%	4.01%	3.59%	3.81%	4.27%	4.17%
Assessment (Growth)/Loss	-0.43%	-1.22%	-1.19%	-1.54%	-0.93%	-0.89%
Total w/ Growth factor	3.27%	2.79%	2.40%	2.27%	3.34%	3.28%

Lifecycle funding allows for the replacement of existing long-term assets. New Infrastructure Levy allocations set aside funds for new capital asset additions.



Budget Pressures & Drivers

Projected 2022 Levy Increase from 2021 Budget	\$ Amount	Percent
Operations	\$502,000	1.99%
Lifecycle/Capital	\$400,000	1.60%
Assessment Growth	\$(300,000)	(1.19)%
Total Projected 2022 Levy Increase	\$587,000	2.40%
Projected 2022 Levy Increase – Pre-Budget		
Operations	\$991,000	3.95%
Lifecycle/Capital	\$100,000	0.40%
Assessment Growth	\$(200,000)	(0.80)%
Total 2022 Preliminary Estimate	\$891,000	3.55%



Pressures - Operating Revenues

Operating Revenues	\$ Amount	Percent
Assessment Growth	\$(200,000)	(0.80)%
OPP CSP Grant	\$94,000	0.37%
Balance	\$(18,000)	(0.06)%
Total Operating Revenues	\$(124,000)	(0.49)%



Pressures - Operating Expenditures

Operating Expenditures	\$ Amount	Percent
Organizational Review - Staffing (from NIL & Lifecycle budget lines)	\$ 300,000	1.19%
Wages/Benefits increase (contractual)	\$200,000	0.80%
HR – balance of ½ year implementation	\$132,000	0.53%
PD & Education (2021 adj. partial reversal)	\$81,000	0.32%
Police – OPP Contract	\$70,000	0.28%
Maidstone Rec Facility – net expenditures (new)	\$40,000	0.16%
Insurance (net of reserve transfer)	\$35,000	0.14%
Garbage Collection & Disposal contract	\$30,000	0.12%
CIP Grant expense (one time increase reversal)	(\$75,000)	(0.30%)
Balance - inflation and other	\$102,000	0.40%
Total Operating Expenditures	\$915,000	3.64%



COVID-19 Grant Revenues

COVID-19 Grant Revenue	\$ Amount
SRA Phase 2 funding	(\$234,000)
2021 COVID-19 Recovery Funding	(\$450,000)
SRA Transit Phase 3 funding	(\$20,000)
Total COVID-19 Grant Revenue	(\$704,000)



Pressures – COVID-Specific

COVID-19 Impacted Expenditures	\$ Amount	Percent
Operating Expenditures:		
Arena – Vaccination passport check	\$50,000	0.20%
Arena – Custodian	\$58,000	0.23%
Parks Buildings – Town facilities add'l cleaning	\$28,000	0.11%
COVID-19 safety protocol items	\$60,000	0.24%
Total Operating Expenditures – COVID-19	\$196,000	0.78%
Funded through Grants	\$(196,000)	(0.78%)
Total Impact	\$0	0.00%



2021 Operating Drivers Not Yet Quantified

Drivers Not Yet Quantified	\$ Amount	Percent
CBA 702.13 and FF Association	TBD	TBD
Non-Union Compensation Review	TBD	TBD
Education & County Levies	TBD	TBD



Pressures – Lifecycle/Capital

Lifecycle/Capital Drivers	\$ Amount	Percent
New Infrastructure Levy (NIL)	\$0	0.00%
Lifecycle	\$100,000	0.40%
Total Lifecycle/Capital	\$100,000	0.40%



Outlook Years - Operating

Operating Outlook	2023	2024
Assessment growth	\$(200,000)	\$(200,000)
Org Review implementation	\$170,000	\$175,000
Lottery licencing claim	TBD	TBD



Outlook Years – Lifecycle/Capital

Lifecycle/Capital Outlook	2023	2024
Lifecycle	\$200,000	\$200,000
OCIF Grant - \$1,175,000 in 2021	TBD	TBD
New Infrastructure Levy (NIL)	\$100,000	\$200,000
Sportsplex - \$?? million	TBD	TBD
CIP Infrastructure - \$30+ million	TBD	TBD
Storm Drainage Master Plans - \$140+ million	\$7,900,000	\$5,400,000
Storm Drainage – DMAF Grant	\$(3,160,000)	\$(2,160,000)
Development – Front-End Financing - \$57+ million	TBD	TBD



Lifecycle/Capital

- Lifecycle Funding Model
 - Asset replacement
- New Infrastructure Levy – Target \$2.35 M
 - New capital requirements
 - Development – Front-End Financing
- Allocated to Capital Reserves (\$9.4 M 2021)
- Recommendations for annual project allocations follows budget process
 - Department 5-yr Capital Plans



Water & Sanitary Rates

- Water & Wastewater Rate Study (2015)
 - Currently updating Rate Study for the period of 2021-2030
 - Fixed Rate – to double over 10 year study period
 - Water + 6%, Sanitary + 6% proposed for 2022
 - Variable – lesser increases over study period
 - Water + 1%, Sanitary + 3% proposed for 2022
- Consumption Trends
- Reserve Fund Balances (2020 YE)
 - Water \$13,500,000
 - Sanitary \$ 400,000



Water/Sanitary Drivers

- Water specific
 - Development Front-End Financing
 - Watermain replacement program
 - Cathodic protection program (anode)
 - Property Study & Design
 - Oldcastle Hamlet water tower & booster station
- Sanitary specific
 - Development Front-End Financing
 - Completion of Sanitary Sewer Model Update
 - North Talbot Road Sanitary Sewer Service Area
 - 8th Concession Road Sanitary Sewer Service Area
 - Debt Servicing



Water & Sanitary Rates

Comparative Rates – 2021*



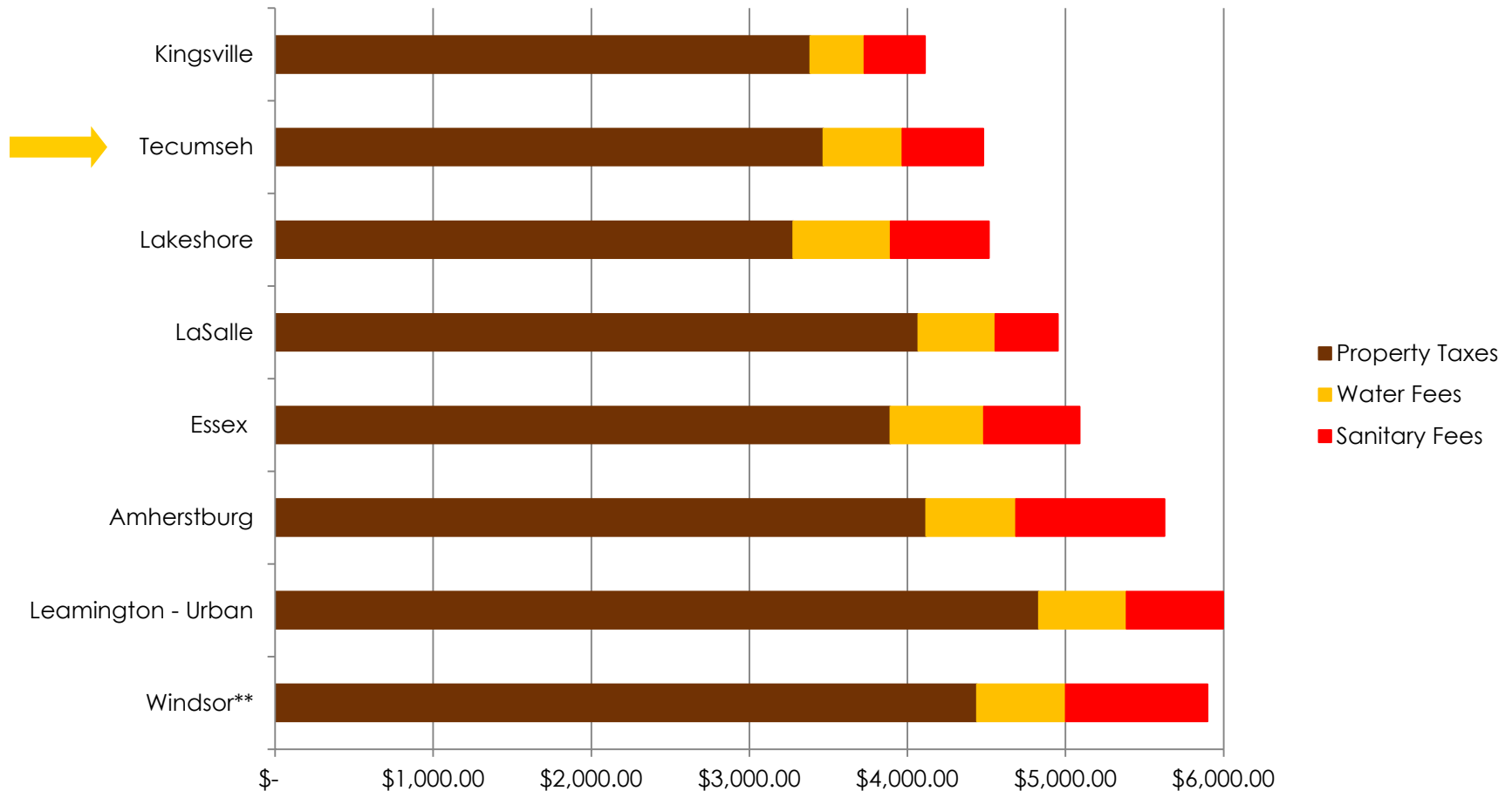
Water and sanitary rates	A'burg	Windsor	Lakeshore	Essex	Leamington	Tecumseh	Lasalle	Kingsville
Water								
Fixed	\$23.12	\$18.83	\$20.61	\$20.08	\$26.03	\$16.90	\$18.33	\$7.63
Variable	\$1.22	\$0.67**	\$1.54	\$1.46	\$1.01	\$1.24	\$1.12	\$1.04
Sanitary								
Fixed	\$33.23	\$17.61	\$19.74	\$21.09	\$50.83	\$16.90	\$10.50	\$20.00
Variable	\$2.25	\$2.86	\$1.60	\$1.47	\$2.43*	\$1.28	\$1.12	\$0.60***
Total Cost	\$1,508	\$1,459	\$1,238	\$1,197	\$1,165	\$1,011	\$884	\$725



*** Charges are capped at \$20 per month

2021 Comparative – Essex County

Combined Tax, Water and Sanitary Burden Comparison *



* - Property Taxes calculated based on home with an assessed value of \$250,000.

Water and Sanitary Fees based on monthly consumption of 20 cubic meters.

** - Windsor taxes calculated using 2020 rate.



Reserves

Key Reserve and Reserve Funds	Target	Actual**	Deficiency
Tax Rate Stabilization Reserve*	\$3,765,000	\$2,653,000	\$1,112,000
New Infrastructure Levy	TBD	\$8,316,000	TBD
Post Retirement Benefits	\$11,105,000	\$1,826,000	\$9,279,000

* Healthy Tax Rate Stabilization Reserve is 10 – 15% of annual levy (15% used in this table)

** 2020 Year-end values



Discussion





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

December 18, 2020

Monika Turner
Director of Policy
Association of Municipalities of Ontario
200 University Ave., Suite 801
Toronto, Ontario M5H 3C6

Dear Ms. Turner:

This is to advise that City Council, at a meeting held on December 14, 2020, passed the following resolution regarding cannabis retail in Ontario:

“WHEREAS the regulator for private cannabis retail in Ontario, the Alcohol and Gaming Commission of Ontario (AGCO) has the authority to license, regulate and enforce the sale of recreational cannabis in privately run stores in Ontario; and

WHEREAS on January 14, 2019 Kitchener City Council agreed to ‘opt-in’ to the Provincial direction to allow Cannabis Retail to occur in the City of Kitchener; and

WHEREAS the AGCO criteria does not take into consideration radial distance separation from other Licensed Cannabis Stores when considering applications for new Licensed Cannabis Stores; and

WHEREAS the City of Kitchener currently has two open retail locations and 12 active applications for Licensed Cannabis Stores, several within a three block radius; and

WHEREAS Council considers it a matter of public interest to include a 500 metre distance separation from other Licensed Cannabis Stores, as excessive clustering and geographic concentration of cannabis retail outlets may encourage undesirable health outcomes, and over-concentration may cause undesirable impacts on the economic diversity of a retail streetscape including the distortion of lease rates, economic speculation, and the removal of opportunity for other commercial businesses; and

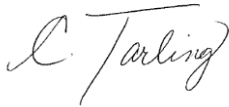
WHEREAS cannabis retail is a new and unproven market, and no studies or precedent exists to determine the number or distribution of stores that

can reasonably be supported by the local economy, and it is therefore prudent to establish the means by which the AGCO, with input from a municipality, can regulate over-concentration as the cannabis retail market evolves;

THEREFORE BE IT RESOLVED THAT Council directs the Mayor, on behalf of Council, to write the Premier of Ontario, the Honourable Rod Phillips, Minister of Finance of Ontario, and the Honourable Doug Downey, Attorney General of Ontario, requesting the Province modify the regulations governing the establishment of cannabis retail stores to consider over-concentration as an evaluation criteria, require a 500 metre distance separation between locations, and provide added weight to the comments of a municipality concerning matters in the public interest when considering the application of new stores; and

BE IT RESOLVED THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario, Federation of Canadian Municipalities, and other municipalities in Ontario."

Yours truly,



C. Tarling
Director of Legislated Services
& City Clerk

c: Garth Frizzell, Federation of Canadian Municipalities
 Berry Vrbanovic, Mayor, City of Kitchener
 Helen Fylactou, Manager of Licensing, City of Kitchener
 Ontario Municipalities

City Clerk's Office

Secretariat
Marilyn Toft
Council Secretariat Support
City Hall, 12th Floor, West
100 Queen Street West
Toronto, Ontario M5H 2N2Tel: 416-392-7032
Fax: 416-392-2980
e-mail: Marilyn.Toft@toronto.ca
web: www.toronto.ca**In reply please quote:
Ref.: 21-GL23.3**

June 24, 2021

RECEIVED**AUG 03 2021****ONTARIO MUNICIPAL AND REGIONAL COUNCILS:****Town of Tecumseh****Subject: General Government and Licensing Committee Item 23.3
Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial
Offences Act (Ward All)**

City Council on June 8 and 9, 2021, adopted the following resolution and has circulated it to all Municipal City Councils and Regional Councils in Ontario for support:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.


for City Clerk

M. Toft/wg

Attachment

c. City Manager

General Government and Licensing Committee

GL23.3		Adopted on Consent		Ward: All
--------	--	-----------------------	--	-----------

Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

City Council Decision

City Council on June 8 and 9, 2021, adopted the following:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.
4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

Committee Recommendations

The General Government and Licensing Committee recommend that:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal

representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

Origin

(May 7, 2021) Report from the City Solicitor and the Director, Court Services

Summary

This report responds to the changes to the Provincial Offences Act under Bill 177 Stronger, Fairer Ontario Act for City Council to review and consider taking action on the staff recommendations contained herein.

Background Information (Committee)

(May 7, 2021) Report from the City Solicitor and the Director, Court Services on Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

(<http://www.toronto.ca/legdocs/mmis/2021/gl/bgrd/backgroundfile-166871.pdf>)

Attachment 1 - Bill 177 Changes to section 5.1 of Provincial Offences Act as enacted and not proclaimed

(<http://www.toronto.ca/legdocs/mmis/2021/gl/bgrd/backgroundfile-166872.pdf>)

City Clerk's Office

Secretariat
Marilyn Toft
Council Secretariat Support
City Hall, 12th Floor, West
100 Queen Street West
Toronto, Ontario M5H 2N2

Tel: 416-392-7032
Fax: 416-392-2980
e-mail: Marilyn.Toft@toronto.ca
web: www.toronto.ca

In reply please quote:

Ref : 21-MM32.12

RECEIVED

AUG 03 2021

Town of Tecumseh

ONTARIO MUNICIPALITIES:

**Subject: Member Motion Item 32.12
Building the Early Learning and Child Care System Toronto Needs (Ward All)**

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.

6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.



for City Clerk

M. Toft/wg

Attachment

Sent to: Prime Minister of Canada
Premier, Province of Ontario
Executive Director, Ontario Municipal Social Services Association
Executive Director, Association of Municipalities of Ontario
Municipalities in Ontario

c. City Manager

City Council

Member Motions - Meeting 32

MM32.12	ACTION	Adopted		Ward: All
----------------	---------------	----------------	--	------------------

Building the Early Learning and Child Care System Toronto Needs - by Councillor Mike Layton, seconded by Councillor Shelley Carroll

City Council Decision

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.
6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.

Summary

The lack of affordable, high-quality early learning and child care is one of the most significant challenges for families in our City. The pandemic has exacerbated the situation, and

accentuated the importance of child care for Toronto parents.

We have seen the gendered-impact of the pandemic on women. We have experienced the toll on parents, particularly mothers, because of the lack of access to child care. We know women will continue to face huge barriers to equitable participation in our economy if child care is not at the centre of COVID-19 recovery strategies. We also know that underserved communities, low-income and BIPOC families, people with disabilities, and those who are precariously-employed will not share in the benefits of economic renewal without access to affordable child care.

A broad consensus has emerged across all sectors, including business, academic, social service and feminist organizations, that a robust system of accessible, high-quality child care services is essential for Canada's economic renewal. The time is now to make long-awaited progress on child care for Toronto families.

The Government of Canada has recognized that investment in child care is urgently needed, and of national importance, for families and the economy. As part of the Budget 2021, it has committed to build a Canada-wide Early Learning and Child Care system that is affordable, high-quality and accessible for all families. The plan calls for \$30 Billion over 5 years, with an ongoing annual expenditure of \$8.3 Billion. The goal is to reduce fees by 50 percent by 2022, and achieve an average cost of \$10.00 per day by 2026.

The announcement is welcome news for women, their families, and cities across the Country. Toronto manages the second largest system of child care services in the Country, and it is important for our City to show its support for building a strong system of Early Learning and Child Care in Toronto and across Ontario – and that we are ready to work with the Federal and Provincial governments to achieve it.

City Council must reinforce the urgency, and express our willingness to be partners with all levels of government, and to act now, with urgency, to ensure this promise becomes a reality for Toronto children and families.

Background Information (City Council)

Member Motion MM32.12

(<http://www.toronto.ca/legdocs/mmis/2021/mm/bqrd/backgroundfile-166359.pdf>)



The Corporation of The Town of Amherstburg

July 28, 2021

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

VIA EMAIL

Re: Elimination of LPAT

Dear Premier Ford,

At its meeting held on June 14th, 2021, Council in the Town of Amherstburg passed the following:

Resolution # 20210614-205

“That Administration BE DIRECTED to send correspondence in support of the Town of Halton Hills resolution regarding their request for the elimination of LPAT”.

Enclosed is a copy of the correspondence from the Town of Halton Hills for convenience and reference purposes.

Regards,

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

cc:

Valerie Petryniak, Clerk, Town Halton Hills
valeriep@haltonhills.ca

The Honourable Steve Clark, Minister of Municipal Affairs and Housing
steve.clark@pc.gc.ca

Taras Natyshak – MPP, Essex, Ontario
Email: tnatyshak.ca@ndp.on.ca

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

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

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

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

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

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

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

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

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

Steve Vlachodimos, City Clerk & Senior Manager of Council Services – City of Windsor
Email: svlachodimos@citywindsor.on.ca

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

Ontario Municipalities

June 1, 2021

The Honourable Doug Ford, Premier of Ontario
Via Email

Dear Premier Ford;

Re: Elimination of LPAT

Please be advised that Council for the Town of Halton Hills at its meeting of Tuesday, May 25, 2021, adopted the following Resolution:

Resolution No. 2021-0115

WHEREAS The Government of Ontario, on June 6, 2019, passed the *More Homes, More Choice Act*, 2019, (Bill108);

AND WHEREAS the changes to the Local Planning Appeal Tribunal (LPAT), contained in Bill 108 gives LPAT the authority to make final planning decisions based on a subjective "best planning outcome" approach rather than compliance with municipal and provincially approved official plans and consistency with provincial plans and policy;

AND WHEREAS Bill 108 restricts third party appeals of plans of subdivision only to the applicant, municipality, Minister, public body or prescribed list of persons;

AND WHEREAS Bill 108 takes local planning decision-making out of the hands of democratically elected municipal councils and puts it into the hands of a non-elected, unaccountable tribunal;

AND WHEREAS the LPAT adds cost and delays delivery of affordable housing by expensive, time consuming hearings, contrary to the intent of the *More Homes, More Choice Act*, 2019;

AND WHEREAS Regional and City/Town Councils have spent millions defending provincially approved plans at the OMB/LPAT;

AND WHEREAS Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans;

NOW THEREFORE BE IT RESOLVED THAT in the short term, the Minister of Municipal Affairs and Housing immediately restore the amendments to the Planning Act that mandated the evaluation of appeals on a consistency and conformity with Provincial policies and plans basis;

AND FURTHER THAT in the long term the Government of Ontario eliminate the LPAT entirely, as an antiquated body that slows delivery and adds costs to housing supply via expensive and drawn out tribunal hearings;

1 Halton Hills Drive, Halton Hills, Ontario L7G 5G2

Tel: 905-873-2600

Toll Free: 1-877-712-2205
haltonhills.ca

Fax: 905-873-2347

AND FURTHER THAT this resolution be forwarded to the Premier, the Minister of Municipal Affairs and Housing, Halton's Members of Provincial Parliament, Leaders of the New Democratic, Liberal and Green parties, the Association of Municipalities of Ontario, the Small Urban Mayors' Caucus of Ontario, Mayors and Regional Chairs of Ontario and Halton's local municipalities.

CARRIED

Attached for your information is a copy of Resolution No. 2021-0115.

If you have any questions, please contact Valerie Petryniak, Town Clerk for the Town of Halton Hills at 905-873-2600 ext. 2331 or valeriep@haltonhills.ca.

Yours truly,



Melissa Lawr
Deputy Clerk – Legislation

- c. The Honourable Steve Clark, Minister of Municipal Affairs and Housing
Halton's Members of Provincial Parliament
Leaders of the New Democratic, Liberal and Green parties
Association of Municipalities of Ontario (AMO)
Small Urban Mayor's Caucus of Ontario
Mayors and Regional Chairs of Ontario
Halton Region
Town of Milton
Town of Oakville
City of Burlington

1 Halton Hills Drive, Halton Hills, Ontario L7G 5G2

Tel: 905-873-2600

Toll Free: 1-877-712-2205
haltonhills.ca

Fax: 905-873-2347



THE CORPORATION OF THE TOWN OF COBOURG

The Corporation of the Town of Cobourg
Legislative Services Department
Victoria Hall
55 King Street West
Cobourg, ON K9A 2M2

Brent Larmer
Municipal Clerk/
Manager of Legislative Services
Telephone: (905) 372-4301 Ext. 4401
Email: blarmer@cobourg.ca
Fax: (905) 372-7558

Sent via E-Mail

Monday July 19, 2021

David Lametti
6415 Monk Blvd.
Montréal, Quebec
H4E 3H8
David.Lametti@parl.gc.ca

Dear David Lametti. Minister of Justice, Attorney General of Canada

**Re: Resolution 272-21 – Support for Bill C-6 An Act to amend the Criminal Code
(Conversion Therapy)**

Please be advised that the Municipal Council of the Corporation of the Town of Cobourg at its Regular Council meeting held on June 28, 2021 passed the following Resolution in regards to Councils support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy).

Resolution 272-21

WHEREAS at the Committee of the Whole Meeting on June 21, 2021, Council considered a Memo from the Secretary of the Equity, Diversity and Inclusion Committee regarding support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

NOW THEREFORE BE IT RESOLVED THAT Council send a letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland— Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

The accompanying Council Resolution Sheet has been enclosed in this letter for your information.

Yours truly,

Brent Larmer
Municipal Clerk/Manager of Legislative Services
Legislative Services Department

Encl.
Resolution 272-21



Moved By

NICOLE BEATTY

Resolution No.:

Last Name Printed

N. BEATTY

272-21

Seconded By

ADAM BUREAU

Council Date:


Last Name Printed

A. BUREAU

June 28, 2021

WHEREAS at the Committee of the Whole Meeting on June 21, 2021, Council considered a Memo from the Secretary of the Equity, Diversity and Inclusion Committee regarding support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

NOW THEREFORE BE IT RESOLVED THAT Council send a letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland—Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

	THE CORPORATION OF THE TOWN OF COBOURG
	EQUITY, DIVERSITY, AND INCLUSION ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Jamie Kramer, Secretary
MEETING DATE:	Thursday, June 17, 2021
SUBJECT:	Motion to Support Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

The following Motion was adopted at the Thursday, June 17, 2021 Cobourg Equity Diversity and Inclusion Advisory Committee (EDIAC) Meeting:

Moved by Member Councillor Beatty

THAT the Equity Diversity and Inclusion Advisory Committee recommend Council write a letter of support to Justin Trudeau, Prime Minister of Canada and David Lametti the Minister of Justice and Attorney General and the Federal Government on behalf of Municipal Council in support of Bill C-6, being an act to amend the Criminal Code of Canada (Conversion Therapy) as it has been presented without any amendments; and

FURTHER THAT this motion and the letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland—Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

Carried

School Active Transportation Charter

Active transportation is any human-powered form of transportation such as walking, cycling, wheeling, rolling, and using mobility devices. School community members who choose active transportation benefit from:

- lifelong habits of physical activity
- improved mental well-being
- heightened independence
- stronger community connections

Reducing personal automobile use around schools by prioritizing active transportation modes, school buses, or public transit, improves air quality around schools. Additionally, the reduction of traffic in school zones creates a safer environment for all users. Normalizing and promoting active and sustainable travel as the preferred choice of transportation reflects the principles of Ontario's Foundation for a Healthy School. Furthermore, it creates a culture where active transportation is the norm.

To ensure active modes of transportation are safe, convenient, and widely utilized, the WEC Active School Travel Committee recognizes the following principles:

Physical & Mental Well-Being

Utilizing active modes of transportation promotes physical and mental well-being.

Equity & Accessibility

Active modes of transportation are universally affordable, which promote independence and accessibility for all users. These modes provide the community with direct access to schools.

Community Safety

Using active modes of transportation for school travel strengthens one's awareness of their surroundings and feelings of safety and comfort in our neighbourhoods.

Learning

Daily physical activity, including active school travel, prepares students to learn more effectively.

Community Cohesion

Using active modes of transportation together creates a supportive environment that builds strong connections in our school communities.

Environmental Sustainability

Active transportation relies on human power, creating less impact on the environment, and can reduce carbon emissions when practiced by a majority of the community.

School Active Transportation Charter

The WEC Active School Travel Committee recognizes the importance of ensuring our school communities are accessible for active transportation and the promotion of such modes. Utilizing these modes has personal, environmental, and community-wide benefits. This charter reflects the principles of the Ontario Ministry of Education's Foundations for a Healthy School, as well as Windsor-Essex County Health Unit's strategic plan for a healthy community.

This charter serves to inform a long-term commitment to providing support, resources, and education towards active school transportation. We will work together to encourage safe, healthy, and sustainable routes to school through our commitment to the aforementioned principles and the execution of the below actions.

- Develop and support the implementation of school policies that promote active transportation.
- Incorporate active transportation policies when making municipal and school facility planning decisions.
- Conduct multi-stakeholder active transportation audits and assessments of school travel plans and neighbouring communities for safety and accessibility.
- Advocate for safety enhancements and infrastructure to encourage all modes of active travel.
- Support, promote, and participate in regional and international active travel and road safety events to encourage active transportation.
- Educate school communities about the physical and mental well-being, learning, and environmental benefits of active transportation.
- Complete annual scans of active transportation policies and resources to provide community partners with updated information and best practices.

Signature

Organization

July 21, 2021

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
justin.trudeau@parl.gc.ca

**Re: Resolution of Council – Support of Kitchener Resolution RE Increasing
Building Material Cost**

Essex County Council, at its Wednesday, July 21, 2021 meeting, adopted the following resolution:

156-2021

Moved By Joe Bachetti
Seconded By Larry Snively

That Essex County Council support the resolution of the Council of the City of Kitchener, seeking Federal and Provincial action to mitigate or offset the impacts to the rising cost of building materials.

Carried

Should any further information be required, please contact the undersigned.

Regards,



Gary McNamara
Warden
Enclosure
/cs

Resolution of Council – Support of Kitchener Resolution RE Increasing Building Material Cost

July 21, 2021

Cc:

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

The Hon. Vic Fedeli, Minister of Economic Development, Job Creation and Trade vic.fedeli@pc.ola.org

Taras Natyshak, MPP, Essex tnatyshak-gp@ndp.on.ca

Percy Hatfield, MPP, Windsor-Tecumseh PHatfield-QP@ndp.on.ca

Rick Nicholls, MPP, Chatham-Kent-Leamington rick.nicholls@pc.ola.org

The Hon. François-Philippe Champagne, Minister of Innovation, Science and Industry

Francois-Philippe.Champagne@parl.gc.ca

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

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

Dave Epp, MP, Chatham-Kent-Leamington Dave.Epp@parl.gc.ca

Christine Tarling, City of Kitchener, Clerk christine.tarling@kitchener.ca

Joanne Vanderheyden, President – FCM, info@fcm.ca

Graydon Smith, President – AMO, amo@amo.on.ca

County of Essex Local Municipalities

519-776-6441 ext. 1327
TTY 1-877-624-4832

360 Fairview Ave. W.
Suite # 314 Essex, ON N8M 1Y6

 countyofessex.ca



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

July 12, 2021

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

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to the rising cost of building materials:

“WHEREAS the prices for construction materials have seen dramatic increases during the pandemic; and,

WHEREAS reports by Statistics Canada noted that the price of lumber increased by 68 percent between March 2020 and March 2021, while fabricated metal products and construction material rose by 9 percent; and,

WHEREAS the Province of Ontario has seen an accelerated overall increase in demands for construction; and,

WHEREAS the Province of Ontario has deemed residential construction as essential activity during province-wide emergency declarations and stay-at-home orders; and,

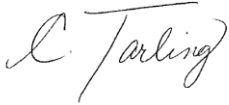
WHEREAS Kitchener City Council considers it a matter of public interest as the increase in rates and demand could result in unsustainable costs on the local construction industry;

THEREFORE BE IT RESOLVED the City of Kitchener advocate to the Federal and Provincial Governments to review actions that could be taken to help mitigate or offset the impacts related to the rising cost of building materials; and;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Right Honourable Justin Trudeau; Honourable Doug Ford,

Premier Ontario; Honourable Peter Bethlenfalvy, Minister of Finance; Honourable Hon. Victor Fedeli, Minister of Economic Development, Steve Clark, Minister of Municipal Affairs; Job Creation and Trade; local MP's and MPP's, to the Federation of Canadian Municipalities, Association of Municipalities of Ontario, and all other municipalities in Ontario."

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling
Director of Legislated Services
& City Clerk

c: Hon. Premiere Doug Ford
Hon. Minister Peter Bethlenfalvy
Hon. Minister Victor Fedeli
Hon. Minister Steve Clark
Federation of Canadian Municipalities
Association of Municipalities of Ontario (AMO)
Ontario Municipalities



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

August 12th 2021

Attention: Prime Minister Trudeau

Re: Rising Costs of Building Materials

Please be advised that on August 11th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Council of the City of Kitchener's motion (attached) requesting that the Federal and Provincial Governments to review actions that could be taken to help mitigate or offset the impacts related to the rising cost of building materials.

'Motion 19

Moved by Gary Atkinson, Seconded by Muriel Wright that Council support item 'h' of correspondence from the City of Kitchener regarding the Rising Costs of Building Materials.

Motion Carried.'

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

Sincerely,

Erin Kwarciak
Clerk
ekwarciak@plympton-wyoming.ca

Cc: (via e-mail)
Hon. Premiere Doug Ford
Hon. Minister Peter Bethlenfalvy
Hon. Minister Victor Fedeli
Hon. Minister Steve Clark
Federation of Canadian Municipalities
Association of Municipalities of Ontario (AMO)
Ontario Municipalities

The Corporation of the Town of Plympton-Wyoming
P.O Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0
Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939
www.plympton-wyoming.com



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

July 12, 2021

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

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to the rising cost of building materials:

“WHEREAS the prices for construction materials have seen dramatic increases during the pandemic; and,

WHEREAS reports by Statistics Canada noted that the price of lumber increased by 68 percent between March 2020 and March 2021, while fabricated metal products and construction material rose by 9 percent; and,

WHEREAS the Province of Ontario has seen an accelerated overall increase in demands for construction; and,

WHEREAS the Province of Ontario has deemed residential construction as essential activity during province-wide emergency declarations and stay-at-home orders; and,

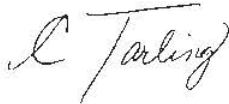
WHEREAS Kitchener City Council considers it a matter of public interest as the increase in rates and demand could result in unsustainable costs on the local construction industry;

THEREFORE BE IT RESOLVED the City of Kitchener advocate to the Federal and Provincial Governments to review actions that could be taken to help mitigate or offset the impacts related to the rising cost of building materials; and;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Right Honourable Justin Trudeau; Honourable Doug Ford,

Premier Ontario; Honourable Peter Bethlenfalvy, Minister of Finance; Honourable Hon. Victor Fedeli, Minister of Economic Development, Steve Clark, Minister of Municipal Affairs; Job Creation and Trade; local MP's and MPP's, to the Federation of Canadian Municipalities, Association of Municipalities of Ontario, and all other municipalities in Ontario."

Yours truly,

A handwritten signature in cursive script, appearing to read "C. Tarling".

C. Tarling
Director of Legislated Services
& City Clerk

c: Hon. Premiere Doug Ford
Hon. Minister Peter Bethlenfalvy
Hon. Minister Victor Fedeli
Hon. Minister Steve Clark
Federation of Canadian Municipalities
Association of Municipalities of Ontario (AMO)
Ontario Municipalities

July 21, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6
Patty.Hajdu@parl.gc.ca

Re: Resolution of Council – Support of Municipality of Leamington Resolution C-181-21 endorsing 988 Crisis Line initiative

Essex County Council, at its Wednesday, July 21, 2021 meeting, adopted the following resolution:

157-2021

Moved By Hilda MacDonald
Seconded By Aldo DiCarlo

That Essex County Council receive the correspondence from the Municipality of Leamington, dated June 15, 2021, advising of their Council's endorsement for the 988 Crisis Line initiative; and further that Leamington Council Resolution No. C-181-21 be supported.

Carried

Should any further information be required, please contact the undersigned.

Regards,



Gary McNamara
Warden
Enclosure
/cs

Resolution of Council – Support of Municipality of Leamington Resolution C-181-21 endorsing 988 Crisis Line initiative

July 21, 2021

Cc:

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

Ontario Minister of Health, Honourable Christine Elliott – Christine.elliott@ontario.ca

Taras Natyshak, MPP, Essex tnatyshak-gp@ndp.on.ca

Percy Hatfield, MPP, Windsor-Tecumseh PHatfield-QP@ndp.on.ca

Rick Nicholls, MPP, Chatham-Kent-Leamington rick.nicholls@pc.ola.org

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

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

Dave Epp, MP, Chatham-Kent-Leamington Dave.Epp@parl.gc.ca

Ian Scott is the Chairperson and Chief Executive Officer of the CRTC - Ian.Scott@crtc.gc.ca ; response@ccts-cprst.ca

Brenda Percy, Clerk, Municipality of Leamington clerks@leamington.ca

County of Essex Local Municipalities

 519-776-6441 ext. 1327
TTY 1-877-624-4832

 360 Fairview Ave. W.
Suite # 314 Essex, ON N8M 1Y6

 countyofessex.ca



June 15, 2021

To Whom it May Concern:

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, June 8, 2021 enacted the following resolution:

No. C-181-21

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

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;

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

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

AND WHEREAS the Municipality of Leamington recognizes 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 Municipality of Leamington endorses this 988 crisis line initiative;

and that Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.

Carried

Dated today, the 15th day of June, 2021.

Brenda Percy, Clerk
The Corporation of the Municipality of Leamington

Wednesday, August 11, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
80 Wellington Street Ottawa, ON
K1A 0A2
Justin.trudeau@parl.gc.ca

RE: 988, a National three-digit suicide and crisis hotline

Dear Prime Minister,

During the August 9, 2021 regular meeting of council, correspondence received from Sarnia-Lambton MP Marilyn Gladu in relation to a National three-digit suicide and crisis hotline was discussed, and the following resolution passed:

Moved: Joel Field

Seconded: Grant Purdy

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;
AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;
AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;
AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;
AND WHEREAS the Town of Petrolia recognizes 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 Town of Petrolia endorses this 988 crisis line initiative;
AND THAT Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.

Carried

On behalf of the Town of Petrolia Council, should our offices be of further assistance please do not hesitate to be in contact.

Kind regards,

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc: file
MP Marilyn Gladu Marilyn.Gladu@parl.gc.ca
MPP Bob Bailey bob.bailey@pc.ola.org
The Honourable Patty Hajdu, Federal Minister of Health Patty.Hajdu@parl.gc.ca
CRTC response@ccts-cprst.ca
Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



Sarnia

1000 Finch Drive, Unit 2
N7S 6G5
Tel.: 519-383-6600
Fax.: 519-383-0609
Marilyn.Gladu@parl.gc.ca



Ottawa

Room 554, Wellington Building
House of Commons
Ottawa, ON K1A 0A6
Tel.: 613-957-2649
Fax.: 613-957-2655
Marilyn.Gladu@parl.gc.ca

Town of Petrolia
411 Greenfield St.
Petrolia, ON
N0N 1R0

July 12, 2021

Dear Mayor Loosley,

On December 11th, 2020, the House of Commons passed a motion introduced by Conservative MP Todd Doherty, through unanimous consent, to bring a national 3-digit suicide prevention hotline line to Canada.

That, given that the alarming rate of suicide in Canada constitutes a national health crisis, the House call on the government to take immediate action, in collaboration with our provinces, to establish a national suicide prevention hotline that consolidates all suicide crisis numbers into one easy to remember three-digit (988) hot-line that is accessible to all Canadians.

We're asking all municipalities across Canada to consider passing a motion similar, to the one below. In order to make 988 a reality, we must continue to put pressure on the government and the Canadian Radio-television and Telecommunications Commission (CRTC).

The past year has been a challenging year. Lives and livelihoods have been lost. We have begun to see the devastating impacts that COVID has had, through isolation, on the mental health of Canadians. The rates of suicide continue to rise. As elected officials and as leaders, and especially during this period of difficulty as a nation, Canadians are counting on all of us to make a difference.

Please consider passing this motion as soon as possible.

Best regards,

Marilyn Gladu

Marilyn Gladu
Member of Parliament: Sarnia-Lambton

Marilyn Gladu
Member of Parliament / Députée
Sarnia—Lambton

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



August 25, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6
Patty.hajdu@parl.gc.ca

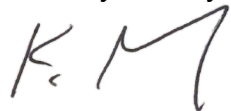
Dear Honourable Patty Hajdu:

Re: SUPPORT FOR 988, A 3-DIGIT SUICIDE AND CRISIS PREVENTION HOTLINE

Please be advised that at the meeting held on July 26, 2021, the Council of the Town of Greater Napanee adopted the following resolution of support:
RESOLUTION #351/21: Richardson, Kaiser

That the correspondence from Scott Aitchison, Township of The Archipelago re: Support for 988 Crisis Line, dated June 18, 2021, and from Adjala- Tosorontio re: Support for 3-digit suicide & crisis hotline, dated June 21, 2021, and from Adelaide Metcalfe re: Supports Owen Sound 988 Suicide Crisis Hotline dated July 12, 2021, be received; And further, That Council direct Staff to provide letters of support to pertinent Ministers and agencies involved. CARRIED.

Thank you for your consideration in this matter.



Katy Macpherson
Legal Services Coordinator

CC: All Ontario Municipalities



Township of The Archipelago

9 James Street, Parry Sound ON P2A 1T4

Tel: 705-746-4243/Fax: 705-746-7301

www.thearchipelago.on.ca

June 18, 2021

21-111

**Moved by Councillor Mead
Seconded by Councillor Zanussi**

RE: Scott Aitchison, MP Parry Sound Muskoka – Support for 9-8-8 Crisis Line

WHEREAS the Federal Government has passed a motion to adopt 9-8-8, a National 3-digit suicide and crisis hotline; and

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

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

WHEREAS in 2022 the United States will have in place a national 9-8-8 crisis hotline; and

WHEREAS the Township of The Archipelago recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in crisis and seeking help;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago hereby endorses this 9-8-8 crisis line initiative; and

FURTHER BE IT RESOLVED that staff be directed to send a letter indicating support to Scott Aitchison, MP Parry Sound Muskoka, Norm Miller, MPP Parry Sound Muskoka, Hon. Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications Commission (CRTC), and all Ontario municipalities and local First Nations.

Carried.

June 21, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6

Re: Support for 988 – 3 digit suicide and crisis prevention hotline

Please be advised that the Council of The Corporation of the Municipality of Adjala-Tosorontio, at its meeting held Wednesday, June 9th, 2021 enacted the following resolution:

RES-167-2021

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 there for be it resolved that the Corporation of the Township of Adjala-Tosorontio endorses this 988 crisis line initiative;

And that this resolution be sent to the Honourable Minister of Health Patty Hajdu, MP Terry Dowdall, Simcoe-Grey, MP Jim Wilson, Simcoe-Grey, Ian Scott, Chairperson & CEO-Canadian Radio-Television and Telecommunications (CRTC) and all municipalities in Ontario.

Sincerely,

Dianne Gould-Brown

Dianne Gould-Brown, CMO
Clerk





TOWNSHIP OF ADELAIDE METCALFE

2340 Egremont Drive, Strathroy, ON N7G 3H6

T: 519-247-3687 F: 519-247-3411

www.adelaidemetcalfe.on.ca

July 12, 2021

City of Owen Sound
808 2nd Avenue East
Owen Sound, ON
N4K 2H4

ATTENTION: JAMIE ECKENSWILLER, DEPUTY CLERK

**RE: SUPPORT OF RESOLUTION – ENDORSEMENT OF 988 SUICIDE AND CRISIS PREVENTION
HOTLINE INITIATIVE**

Please be advised that the Council of the Township of Adelaide Metcalfe, at the regular meeting of June 21, 2021, supported your resolution and the following was passed.

THAT Council support the City of Owen Sound's endorsement of the 988 Suicide and Crisis Prevention Hotline Initiative.

CARRIED.

Kind regards,

A handwritten signature in black ink, appearing to read 'M. Calvert', written over a horizontal line.

Morgan Calvert
CAO/Acting Clerk



TOWNSHIP OF McMURRICH/MONTEITH

District of Parry Sound
P.O. Box 70 31 William Street
Sprucedale, Ontario P0A 1Y0
Phone 705-685-7901 Fax 705-685-7393

www.mcmurrichmonteith.com

E-Mail: clerk@mcmurrichmonteith.com

Reeve: Angela Friesen

Clerk/Treasurer: Cheryl Marshall

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6
Via email: patty.hajdu@pal.gc.ca

August 3, 2021

Re: Support for 9-8-8 – a 3 Digit Suicide and Crisis Prevention Hotline

Please be advised that on July 15, 2021 the Township of McMurrich/Monteith Council passed the following motion to support the Town of Caledon letter endorsing the 9-8-8 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

Resolution 2021-243 Beilke/O'Halloran

Whereas the Federal government has passed a motion to adopt 9-8-8, a National three-digit suicide and crisis hotline;

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

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

And Whereas in 2022 the United States will have in place a national 9-8-8 crisis hotline;

And Whereas in Township of McMurrich/Monteith recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in crisis and seeking help;

Now Therefore Be It Resolved that the Township of McMurrich/Monteith endorses this 9-8-8 crisis line initiative; and that Staff be directed to send a letter indicating such support to our local Member of Parliament, Member(s) of the Legislative Assembly, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.

Yours truly,

Mardi Boshold
Acting Deputy Clerk-Treasurer
Township of McMurrich/Monteith

cc: The Honourable Christine Elliott, Minister of Health, Ontario – christine.elliott@ontario.ca
Norm Miller, MPP for Parry Sound-Muskoka – norm.miller@pc.ola.org
Scott Aitchison, MP for Parry Sound-Muskoka – scott.aitchison@parl.gc.ca
Ian Scott, Chairperson and Chief Executive Officer – CRTC – iscott@telesat.com
All Ontario Municipalities

August 13, 2021

Sent Via Email

To: Hon. Justin Trudeau, Prime Minister of Canada

RE: Support for the 9-8-8 Crisis Line Initiative

At its regular meeting on August 4, 2021, Council of the Township of Springwater passed the following resolution:

C403-2021

Moved by: Cabral

Seconded by: Ritchie

That Council for the Township of Springwater endorse the resolutions from the Township of Adjala-Tosorontio and the Township of the Archipelago supporting the 9-8-8 crisis line initiative; and,

That this resolution be sent to the Hon. Justin Trudeau, Prime Minister of Canada, the Hon. Doug Ford, Premier of Ontario, the Hon. Patty Hajdu, Minister of Health (Canada), the Hon. Christine Elliott, Minister of Health (Ontario); MP Doug Shipley, Barrie—Springwater—Oro-Medonte; the Hon. Doug Downey, Attorney General, MPP Barrie-Springwater-Oro-Medonte; Ian Scott, Chairperson & CEO-Canadian Radio-Television and Telecommunications (CRTC) and all Ontario Municipalities.

Carried.

Please do not hesitate to contact me should you have any questions.

Yours Truly,

Don Allen
Mayor, Township of Springwater

Cc:
Hon., Doug Ford, Premier of Ontario;
Hon. Patty Hajdu, Minister of Health (Canada);
Hon. Christine Elliott, Minister of Health (Ontario);
MP Doug Shipley, Barrie - Springwater - Oro-Medonte;
Hon. Doug Downey, Attorney General and MPP Barrie - Springwater - Oro-Medonte;
Ian Scott, Chairperson & CEO-Canadian Radio-Television and Telecommunications (CRTC);
All Ontario Municipalities

July 21, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6
Patty.Hajdu@parl.gc.ca

Re: Resolution of Council – Support of Municipality of Leamington Resolution C-181-21 endorsing 988 Crisis Line initiative

Essex County Council, at its Wednesday, July 21, 2021 meeting, adopted the following resolution:

157-2021

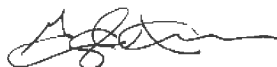
Moved By Hilda MacDonald
Seconded By Aldo DiCarlo

That Essex County Council receive the correspondence from the Municipality of Leamington, dated June 15, 2021, advising of their Council's endorsement for the 988 Crisis Line initiative; and further that Leamington Council Resolution No. C-181-21 be supported.

Carried

Should any further information be required, please contact the undersigned.

Regards,



Gary McNamara
Warden
Enclosure
/cs

Resolution of Council – Support of Municipality of Leamington Resolution C-181-21 endorsing 988 Crisis Line initiative

July 21, 2021

Cc:

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

Ontario Minister of Health, Honourable Christine Elliott – Christine.elliott@ontario.ca

Taras Natyshak, MPP, Essex tnatyshak-gp@ndp.on.ca

Percy Hatfield, MPP, Windsor-Tecumseh PHatfield-QP@ndp.on.ca

Rick Nicholls, MPP, Chatham-Kent-Leamington rick.nicholls@pc.ola.org

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


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

Dave Epp, MP, Chatham-Kent-Leamington Dave.Epp@parl.gc.ca

Ian Scott is the Chairperson and Chief Executive Officer of the CRTC - Ian.Scott@crtc.gc.ca ; response@ccts-cprst.ca

Brenda Percy, Clerk, Municipality of Leamington clerks@leamington.ca

County of Essex Local Municipalities

 519-776-6441 ext. 1327
TTY 1-877-624-4832

 360 Fairview Ave. W.
Suite # 314 Essex, ON N8M 1Y6

 countyofessex.ca

June 15, 2021

To Whom it May Concern:

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, June 8, 2021 enacted the following resolution:

No. C-181-21

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

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;

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

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

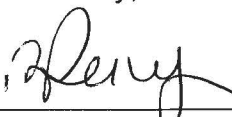
AND WHEREAS the Municipality of Leamington recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Leamington endorses this 988 crisis line initiative;

and that Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.

Carried

Dated today, the 15th day of June, 2021.



Brenda Percy, Clerk
The Corporation of the Municipality of Leamington

MPP Randy Pettapiece
randy.pettapiece@pc.ola.org

August 16, 2021

RE: Relationship with MPAC

Dear MPP Pettapiece,

At the regular meeting of Council held on August 5, 2021, Perth County Council passed the following resolution brought forward from a Notice of Motion:

WHEREAS municipal governments in Ontario are obliged to receive property assessment services from the Municipal Property Assessment Corporation (MPAC); and

WHEREAS municipalities are funding the mandatory services of MPAC; and

WHEREAS the work of MPAC directly affects the equitability of property taxation in Perth County and in Ontario; and

WHEREAS the Government of Ontario has announced in its 2021 Ontario Budget, that it will be undertaking a Property Assessment and Taxation Review which will address MPAC's performance and will seek the input from all benefiting municipalities; and

WHEREAS the Council of the County of Perth endorses Ontario's expressed intention for a review, including a review of the accuracy and stability of property assessments and the strengthening of governance and accountability of MPAC; and

WHEREAS the County of Perth acknowledges that an evaluation of MPAC is warranted given there have been a number of performance and level of service concerns that need to be addressed;

NOW THEREFORE, be it resolved by the Council of the County of Perth:

THAT Staff be given direction to research and prepare a report in anticipation of the Province's request for input that achieves the following:

- Reviews the details of the financial performance (e.g., balance sheet and income statement reviews) of the Municipal Property Assessment Corporation to support our understanding of the viability of the Corporation and its alignment of spend and assets for their defined mission, mandate and objectives;

- Reviews level of service parameters and performance levels (e.g., key indicators related to accuracy, timeliness, process efficiencies, consistency of outcomes, land use classification revisions, and missed properties) of MPAC efforts in Perth County, collaborating with the lower tier municipalities of Perth County to support with data collection; and
- Clarifies the current governance model and accountabilities of MPAC's Board of Directors, including accountabilities for their performance and means of complaint submission and resolution.

AND THAT, a letter, including a copy of this resolution, be distributed to MPP Randy Pettapiece, Perth-Wellington; Hon. Steve Clark, the Minister of Municipal Affairs and Housing; and all municipalities in Ontario.

We thank you for your advocacy on this matter and look forward to supportive responses from our municipal counterparts and officials from all levels of government.

Sincerely,



Jim Aitcheson, Warden
The Corporation of the County of Perth

CC:

Hon. Steve Clark – Steve.Clark@pc.ola.org
Ontario Municipalities

August 13, 2021

Sent Via Email

To: Hon. Justin Trudeau, Prime Minister of Canada

RE: Petition to include the PSA test for men into the National Health Care system

At its regular meeting on August 4, 2021, Council of the Township of Springwater passed the following resolution:

C402-2021

Moved by: Cabral

Seconded by: Chapman

That Council for the Township of Springwater endorse the resolution from the Town of Cochrane petitioning the Federal and Provincial Government to include the PSA test for men into the National Health Care system; and,

That this resolution be sent to the Hon. Justin Trudeau, Prime Minister of Canada; the Hon. Doug Ford, Premier of Ontario; the Hon. Patty Hajdu, Minister of Health (Canada); the Hon. Christine Elliott, Minister of Health (Ontario); MP Doug Shipley, Barrie - Springwater - Oro-Medonte; the Hon. Doug Downey, Attorney General and MPP Barrie - Springwater - Oro-Medonte; all Ontario Municipalities and all First Nation Communities.

Carried.

Please do not hesitate to contact me should you have any questions.

Yours Truly,

Don Allen
Mayor, Township of Springwater

Cc:
Hon., Doug Ford, Premier of Ontario;
Hon. Patty Hajdu, Minister of Health (Canada);
Hon. Christine Elliott, Minister of Health (Ontario);
MP Doug Shipley, Barrie - Springwater - Oro-Medonte;
Hon. Doug Downey, Attorney General and MPP Barrie - Springwater - Oro-Medonte;
All Ontario Municipalities

August 25, 2021

The Honourable Patty Hajdu
Federal Minister of Health
House of Commons
Ottawa, ON K1A 0A6
Patty.hajdu@parl.gc.ca

The Honourable Christine Elliott
Ministry of Health, Ontario 438
University Ave, 8th floor, Toronto
Ontario M5G 2K8
christine.elliott@ontario.ca

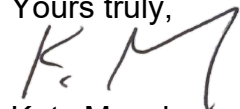
**Re: Correspondence received from the Town of Cochrane regarding
Motion to Include the PSA Test for Men into the Medical Care**

Please be advised that at the meeting held on July 26, 2021, the Council of the Town of Greater Napanee adopted the following resolution of support:

RESOLUTION #350/21: McCormack, Norrie CARRIED
That the correspondence from the Town of Cochrane, dated June 24, 2021 regarding the inclusion of Men's PSA testing into the national health care system, be received; And further, That Council direct Staff to provide letters of support to the Ministers of Health at both the federal and provincial government.

Thank you for your attention in this matter.

Yours truly,



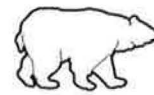
Katy Macpherson
Legal Services Coordinator

Encl.

cc: All Ontario Municipalities

THE TOWN OF COCHRANE

171 Fourth Avenue
Cochrane, Ontario, Canada, P0L 1C0
T: 705-272-4361 | F: 705-272-6068
E: townhall@cochraneontario.com



ONTARIO, CA

COCHRANE
WONDERFULLY UNEXPECTED

"Via Email: justin.trudeau@parl.gc.ca

June 24th, 2021

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

Dear Prime Minister Trudeau:

Re: Motion to Include the PSA Test for Men into the Medical Care

This will serve to advise you that Council, at its regular meeting held Tuesday, June 22nd, 2021, passed the following resolution:

"Resolution No. 182-2021

Moved By: Robert Hutchinson

Seconded By: Daniel Belisle

WHEREAS the male population has been made to pay for prostate blood test and whereas 11 Canadian men will die of prostate cancer every day and

WHEREAS 1.5 million Canadian men are not seeking the early detection PSA testing and

WHEREAS prostate cancer is the most common cancer in men and

WHEREAS when detected early the survival rate is close to 100% and detected late 3 of 4 men will be lost and

WHEREAS men who wish to have this test done have to pay \$33.00 for the test

1/2



THEREFORE I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

FURTHERMORE that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

Carried”

Your attention to this matter is greatly appreciated!

Yours Truly,

THE CORPORATION OF THE TOWN OF COCHRANE



Alice Mercier
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,
Hon. Patty Hajdu, Minister of Health (Canada)
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)
All Municipalities
All First Nation Communities



THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE
69 FOURTH AVENUE, P. O. BOX 40, LARDER LAKE, ON P0K 1L0
PH: 705-643-2158 FAX: 705-643-2311
LARDERLAKE.CA

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

August 27, 2021

Re: Town of Cochrane Motion to Include the PSA Test for Men into the Medical Care

Please be advised that on August 24th, 2021 the Township of Larder Lake Council passed the following motion to support the Town of Cochrane's motion (attached) requesting that the Federal and Provincial Governments move to have the PSA Test for men included in the national health care system and that it be made available for all Canadian men at no charge.

Motion 8

Moved by Paul Kelly, Seconded by Thomas Armstrong that Council hereby supports item 6.1 of letters and communications from the Town of Cochrane regarding inclusion of the PSA test for men into medical care.

Motion Carried.

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

Sincerely,

A handwritten signature in cursive script, reading 'Crystal Labbe'.

Crystal Labbe
CAO
Township of Larder Lake

Cc: (via e-mail)

Hon. Doug Ford
Hon. Patty Jajdu, Minister of Health
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)
All Municipalities

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON

Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

- ☐ Thomas Armstrong
☐ Patricia Hull
☒ Paul Kelly
☐ Lynne Paquette

SECONDED BY:

- ☒ Thomas Armstrong
☐ Patricia Hull
☐ Paul Kelly
☐ Lynne Paquette

Motion #: 8

Resolution #: 8

Date: August 24, 2021

THAT, Council hereby supports item 6.1 of letters and communications from the Township of Cochrane regarding inclusion of the PSA test for men into medical care.

Recorded vote requested: ☐


	For	Against
Tom Armstrong	✓	
Patricia Hull	✓	
Paul Kelly	✓	
Lynne Paquette	✓	
Patty Quinn	✓	

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

Disclosure of Pecuniary Interest*

Chair:



*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



The Corporation of The Town of Amherstburg

July 28, 2021

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

VIA EMAIL

Re: Request to Include the PSA Test for Men into the National Medical Health Care System at No Charge

Dear Prime Minister Trudeau,

At its meeting held on July 12th, 2021, Council in the Town of Amherstburg passed the following:

Resolution # 20210712-237

“That Administration BE DIRECTED to send correspondence in support of the Town of Cochrane's resolution regarding Inclusion of the PSA Test in the National Health Care System at No Charge.”

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

Regards,

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

cc:

Alice Mercier, Clerk, Town of Cochrane
Email: alice.mercier@cochraneontario.com

Hon. Doug Ford, Premier of Ontario
Email: premier@ontario.ca

Hon. Patty Hajdu, Minister of Health, Canada
Email: Patty.Hajdu@parl.gc.ca

Hon. Christine Elliott, Deputy Premier and Minister of Health, Ontario
Email: christine.elliott@pc.ola.org

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

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

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

Chiefs of Ontario, Representing 133 First Nation Communities across Ontario
Tracy Antone, Chief Operating Officer
Email: tracy@coo.org

Hon. Greg Rickford, Minister of Indigenous Affairs, Ontario
Email: greg.rickford@pc.ola.org

Hon. Marc Miller, Minister of Indigenous Services, Canada
Email: Marc.Miller@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

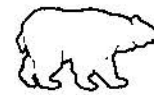
Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Email: lmoy@tecumseh.ca

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

Steve Vlachodimos, City Clerk & Senior Manager of Council Services – City of Windsor
Email: svlachodimos@citywindsor.ca

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

Ontario Municipalities



"Via Email: justin.trudeau@parl.gc.ca

June 24th, 2021

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

Dear Prime Minister Trudeau:

Re: Motion to Include the PSA Test for Men into the Medical Care

This will serve to advise you that Council, at its regular meeting held Tuesday, June 22nd, 2021, passed the following resolution:

"Resolution No. 182-2021

Moved By: Robert Hutchinson

Seconded By: Daniel Belisle

WHEREAS the male population has been made to pay for prostate blood test and whereas 11 Canadian men will die of prostate cancer every day and

WHEREAS 1.5 million Canadian men are not seeking the early detection PSA testing and

WHEREAS prostate cancer is the most common cancer in men and

WHEREAS when detected early the survival rate is close to 100% and detected late 3 of 4 men will be lost and

WHEREAS men who wish to have this test done have to pay \$33.00 for the test

1/2



THEREFORE I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

FURTHERMORE that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

Carried”

Your attention to this matter is greatly appreciated!

Yours Truly,

THE CORPORATION OF THE TOWN OF COCHRANE



Alice Mercier
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,
Hon. Patty Hajdu, Minister of Health (Canada)
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)
All Municipalities
All First Nation Communities



August 13, 2021

TO: The Honourable Justin Trudeau
Prime Minister of Canada
Office of Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2
Email: justin.trudeau@parl.gc.on

AND TO: Honourable Doug Ford, Premier of Ontario
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1Y7
Email: Doug.fordco@pc.ola.org

Re: Include the PSA Test for Men into the Medical Care

Dear Honourable Trudeau,

At its Regular Council Meeting held on July 19, 2021, Town of Essex Council discussed the Town of Cochrane's resolution calling on the Federal and Provincial Governments to move to incorporate the PSA test into the national health care system such that it be made available for all Canadian men at no charge. Council noted the importance of early detection of prostate cancer and the need for all Canadian men to have access to the PSA test. I am pleased to report that as a result of that review Council passed the following resolution:

R21-07-312

Moved by: Deputy Richard Meloche

Seconded By: Councillor Vander Doelen



That the correspondence from Town of Cochrane dated June 24, 2021, requesting the Federal and Provincial Governments move to have the PSA test included in the national health care system for all Canadian men at no charge be received and supported; and

That a letter of support be circulated to The Right Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Doug Ford, Premier of Ontario, The Honourable Patty Hajdu, Minister of Health Canada, The Honourable Christine Elliott, Minister of Health Ontario, Taras Natyshak MPP for Essex, and Chris Lewis, MP for Essex and all local Essex County municipalities.

Carried

I trust you will find this satisfactory. If you have any questions or comments please feel free to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to be "R. Auger", written over a white background.

Robert W. Auger, L.L.B.
Town Solicitor, Legal and Legislative Services/Clerk
rauger@essex.ca

c.c. The Town of Cochrane
Email: townhall@cochraneontario.com

Minister of Health (Canada), Honourable Patty Hajdu
Email: Patty.Hajdu@parl.gc.on

Minister of Health (Ontario), Hon. Christine Elliott
Email: christine.elliott@pc.ola.org



MPP Taras Natyshak
Email: tnatyshak-cp@ndp.on.ca

MP Chris Lewis
Email: Chris.Lewis@parl.gc.ca

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

Paula Parker, Municipal Clerk/Risk Manager
Town of Amherstburg
Email: pparker@amherstburg.ca

Sandra Kitchen, Deputy Clerk
Town of Kingsville
Email: skitchen@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



August 17, 2021

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

VIA EMAIL ONLY

Dear Ms. Moy,

Re: Official Plan Amendment No. 2
13810 and 13814 Tecumseh Road (Northshore Public School)
Town of Tecumseh
File No. 37-OP-2021-006

Please find attached a Notice of Decision regarding the above noted application.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

REBECCA BELANGER, MCIP, RPP
Manager, Planning Services

Enclosure

CC MMAH Brian Hillman

File No.: 37-OP-2021-006
Municipality: Town of Tecumseh
Subject Lands: 13810 and 13814 Tecumseh Road
(Northshore Public School)

Date of Decision: August 17, 2021
Date of Notice: August 17, 2021
Last Date of Appeal: September 6, 2021

NOTICE OF DECISION

With respect to an Official Plan Amendment
Subsection 17(35) and 21 of the Planning Act

A decision was made on the date noted above to approve Amendment No. 2 to the Official Plan for the Town of Tecumseh, as adopted by By-law 2021-54.

Purpose and Effect of the Official Plan Amendment

The purpose of Official Plan Amendment No. 2 is to re-designate the properties at 13810 and 13814 Tecumseh Road from “Residential” to “Community Facility” in order to match the designation of 13800 Tecumseh Road. The re-designation to “Community Facility” will facilitate the development of a new elementary school across the merged properties of 13800, 13810 and 13814 Tecumseh Road. A copy of the decision is attached.

Effect of Written Submissions on Decision

All written submissions received by the Town and County Planning regarding OPA No.2 were considered as a part of the County's review process. No modifications are proposed through the County's decision.

When and How to File An Appeal

Notice to appeal the decision to the Ontario Land Tribunal (OLT) formerly LPAT, must be filed with the County of Essex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager, Planning Services at the address shown below and it must,

- (1) include the reasons for the appeal, and a completed ***Appeal Form (A1) Planning Act*** available from the OLT website: <https://olt.gov.on.ca/appeals-process/forms/>
- (2) be accompanied by the prescribed filing fee payable by certified cheque or money order to the Minister of Finance.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal a decision of the approval authority to the Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal unless, before the amendment was adopted, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

When the Decision is Final

The decision of the County of Essex is final if a Notice of Appeal is not received on or before the last date of appeal noted above.

Getting Additional Information

Additional information about the amendment, including a complete version of the amendment, is available for public inspection during regular office hours at the County of Essex at the address noted below or from the Town of Tecumseh.

Mailing Address for Filing a Notice of Appeal:

County of Essex
Attention: Rebecca Belanger, Manager – Planning Services
360 Fairview Avenue West
Essex, ON N8M 1Y6
Email: rbelanger@countyofessex.ca
Tel: (519) 776-6441, Ext. 1325

DECISION

**With respect to Official Plan Amendment No. 2
Official Plan of the Town of Tecumseh
Subsection 17(34) of the Planning Act**

I hereby approve Amendment No. 2 to the Official Plan for the Town of Tecumseh, as adopted by By-Law 2021-54.

Dated at Essex, Ontario this 17th day of August, 2021

ORIGINAL SIGNED

Rebecca Belanger, MCIP, RPP
Manager, Planning Services
County of Essex



August 23, 2021

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

VIA EMAIL ONLY

Dear Ms. Moy,

Re: Official Plan Amendment No. 1
12433 Dillon Drive (Former Victoria Public School)
Town of Tecumseh
File No. 37-OP-2021-005

Please find attached a Notice of Decision regarding the above noted application.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

REBECCA BELANGER, MCIP, RPP
Manager, Planning Services

Enclosure

CC MMAH Brian Hillman

File No.: 37-OP-2021-005
Municipality: Town of Tecumseh
Subject Lands: 12433 Dillon Drive
(Former Victoria Public School)

Date of Decision: August 23, 2021
Date of Notice: August 23, 2021
Last Date of Appeal: September 13, 2021

NOTICE OF DECISION

With respect to an Official Plan Amendment Subsection 17(35) and 21 of the Planning Act

A decision was made on the date noted above to approve Amendment No. 1 to the Official Plan for the Town of Tecumseh, as adopted by By-law 2021-45.

Purpose and Effect of the Official Plan Amendment

The purpose of Official Plan Amendment No. 1 is to re-designate the property at 12433 Dillon Drive, formerly Victoria Public School, from "Community Facility" to "Residential" and "Recreational". The re-designation to Residential will facilitate the development of the lands for a 55-unit residential development consisting of six, two-storey townhouse dwellings totaling 23 units and two, two-storey stacked townhouse dwellings containing 16 units each, on the subject land. The Recreational designation pertains to the land that is to be conveyed to the Town of Tecumseh for a municipal park. A copy of the decision is attached.

Effect of Written Submissions on Decision

The decision is consistent with policy statements issued under the *Planning Act* and conforms with the County Plan. Public Input in the form of oral and written submissions were received from the public and agencies. The effect of any comments has been detailed in the associated Tecumseh staff reports. The County is satisfied that these comments were considered prior to the approval of Official Plan Amendment No. 1.

Associated File(s):

The lands are also subject to an application under the *Planning Act* for a Zoning By-law Amendment (File No. D19-BRIDAY, By-law No. 2021-46)

When and How to File An Appeal

Notice to appeal the decision to the Ontario Land Tribunal (OLT) formerly LPAT, must be filed with the County of Essex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager, Planning Services at the address shown below and it must,

(1) include the reasons for the appeal, and a completed **Appeal Form (A1) Planning Act** available from the OLT website: <https://olt.gov.on.ca/appeals-process/forms/>

(2) be accompanied by the prescribed filing fee payable by certified cheque or money order to the Minister of Finance.

The reasons for the appeal must include an explanation of how the proposed official plan amendment:

- Is inconsistent with the provincial policy statements issued under subsection 3(1) of the *Planning Act*;
- Fails to conform with or conflicts with a provincial plan; or,
- Fails to conform with the Essex County Official Plan.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal a decision of the approval authority to the Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal unless, before the amendment was adopted, the person or public body made oral submissions at a public meeting or written submissions to the Council or, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

When the Decision is Final

The decision of the County of Essex is final if a Notice of Appeal is not received on or before the last date of appeal noted above.

Getting Additional Information

Additional information about the amendment, including a complete version of the amendment, is available for public inspection during regular office hours at the County of Essex at the address noted below or from the Town of Tecumseh, or by contacting the County of Essex Planning Department at the phone number or email noted below.

Mailing Address for Filing a Notice of Appeal:

County of Essex
Attention: Rebecca Belanger, Manager – Planning Services
360 Fairview Avenue West
Essex, ON N8M 1Y6
Email: rbelanger@countyofessex.ca
Tel: (519) 776-6441, Ext. 1325
Fax: (519) 776-4455

TOWN OF TECUMSEH

AMENDMENT NO. 1

TOWN OF TECUMSEH OFFICIAL PLAN

(Planning File: D19 BRIDAY - Briday Victoria Development Corporation
12433 Dillon Drive - Former Victoria Public School and
former McColl Street Right-of-Way)

June, 2021

Prepared by
Town of Tecumseh Planning and Building Services Department
(519) 735-2184

TOWN OF TECUMSEH
AMENDMENT NO. 1 TO THE TOWN OF TECUMSEH OFFICIAL PLAN

TABLE OF CONTENTS

	<u>Page</u>
OFFICIAL DOCUMENTATION PAGES	i
- The Clerk's Certificate Page	i
- The Approval Page	ii
- The Adopting By-law	iii
THE CONSTITUTIONAL STATEMENT	iv
PART A - THE PREAMBLE	1
Purpose and Basis of the Amendment	1
Map One – Location Map	2
PART B - THE AMENDMENT	3
Details of the Amendment	3
Implementation of the Amendment	3
PART C - THE APPENDICES	5
Appendix 1 - Planning and Land Use Analysis	5
Appendix 2 - Public Participation	5

TOWN OF TECUMSEH

AMENDMENT NO. 1 TO THE TOWN OF TECUMSEH OFFICIAL PLAN

I, Laura Moy, Clerk of the Town of Tecumseh, certify that this is a/the original/duplicate original/certified copy of Amendment No. 1 to the Town of Tecumseh Official.



Laura Moy, Clerk

DECISION

**With respect to Official Plan Amendment No. 1
Official Plan of the Town of Tecumseh
Subsection 17(34) of the Planning Act**

I hereby approve Amendment No. 1 to the Official Plan for the Town of Tecumseh, as adopted by By-Law 2021-45.

Dated at Essex, Ontario this 23rd day of August, 2021

ORIGINAL SIGNED

Rebecca Belanger, MCIP, RPP
Manager, Planning Services
County of Essex

TOWN OF TECUMSEH
BY-LAW NUMBER 2021-45

NOW THEREFORE the Council of the Corporation of the Town of Tecumseh in accordance with the provisions of Section 21 of the *Planning Act, R.S.O. 1990* hereby enacts as follows:

1. Amendment No. 1 to the Town of Tecumseh Official Plan, consisting of the attached explanatory text and map schedule, is hereby adopted;
2. That the Clerk is hereby authorized and directed to make application to the County of Essex for approval of Amendment No. 1 to the Town of Tecumseh Official Plan;
3. This By-law shall come into force and take effect on the day of the final passing thereof.

Enacted and passed this 22nd day of June, 2021.

Signed 
CLERK

Signed 
MAYOR

CORPORATE SEAL
OF MUNICIPALITY

Certified that the above is a true copy of By-law No. 2021-45 passed by the Council of the Town of Tecumseh on the 22nd day of June, 2021.

Signed 
CLERK

THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment.

PART B - THE AMENDMENT, consisting of the following explanatory text and map schedule, constitutes Amendment No. 1 to the Town of Tecumseh Official Plan.

Also attached is PART C - THE APPENDICES which does not constitute part of this amendment. These appendices contain the planning analysis and public involvement associated with this amendment.

OFFICIAL PLAN AMENDMENT NO. 1

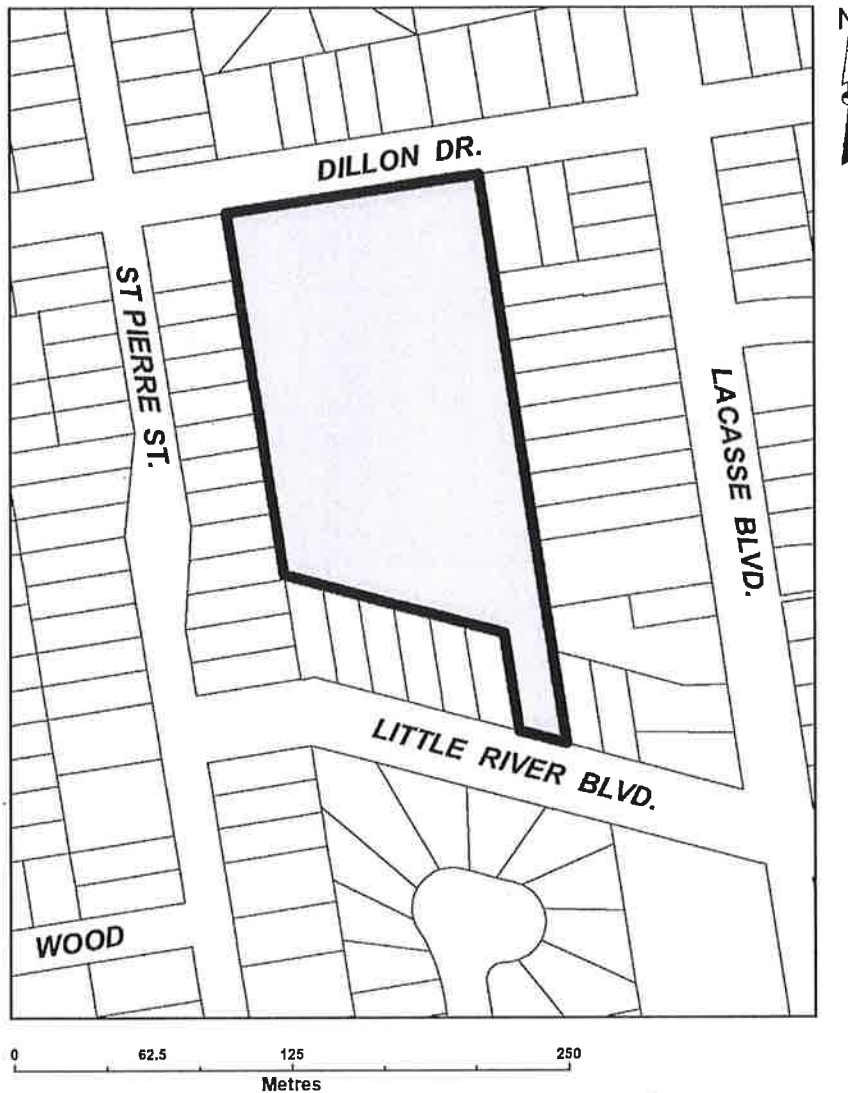
PART A - THE PREAMBLE

Purpose and Basis of the Amendment

The purpose of the proposed Official Plan amendment is to redesignate a 2.29 hectare (5.66 acre) area of land situated on the south side of Dillon Drive, approximately 40 metres east of its intersection with St. Pierre Street (see Map One for location) from "Community Facility" to "Residential" and "Recreational". The redesignation will facilitate the development of the lands for a 55-unit residential development consisting of six, two-storey townhouse dwellings totalling 23 units and two, two-storey stacked townhouse dwellings containing 16 units each, for the subject land. The recreational designation pertains to the land that will be conveyed to the Town of Tecumseh for a municipal park.

The planning and land use analysis for the changes being made as part of OPA No. 1 are described in the documents referred to in the Planning Analysis section of the amendment.

MAP ONE - LOCATION OF SUBJECT PROPERTY
 OFFICIAL PLAN AMENDMENT NO. 1
 TOWN OF TECUMSEH OFFICIAL PLAN
 12433 DILLON DRIVE AND FORMER McCOLL STREET RIGHT-OF-WAY
 TOWN OF TECUMSEH



Area Subject to Proposed Amendment

PART B THE AMENDMENT

Details of the Amendment

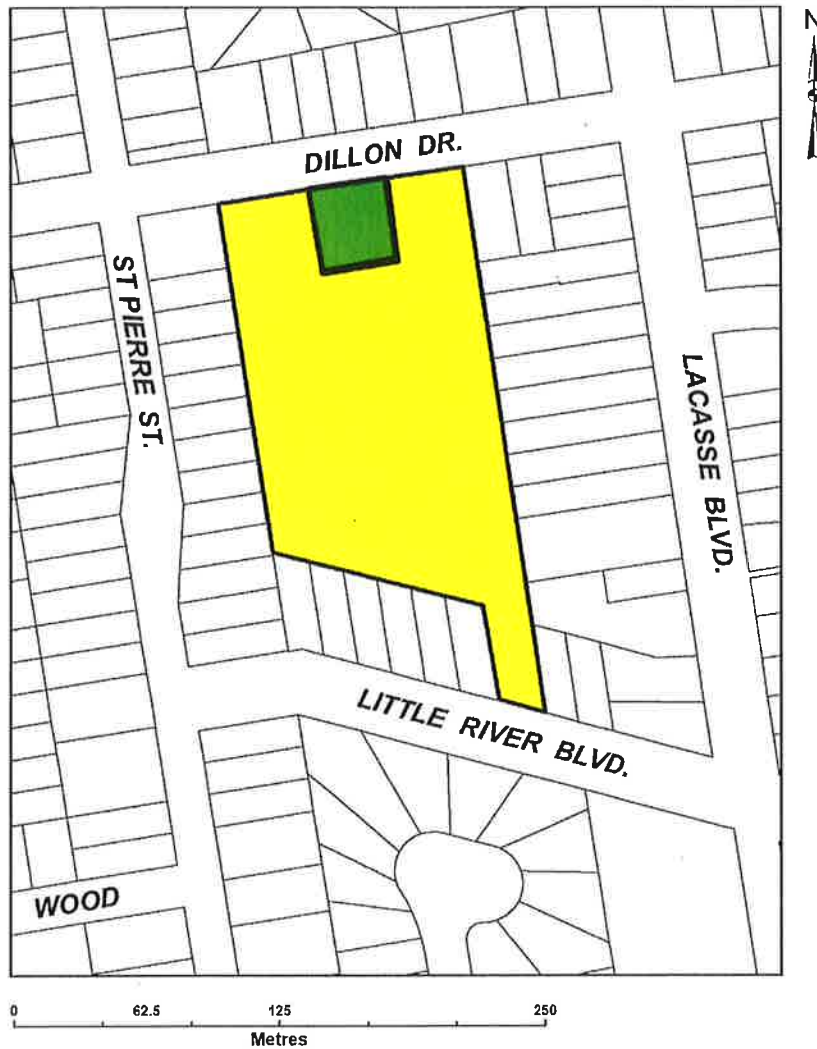
The Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh, as amended, is hereby further amended as follows:

1. Schedule "B-1", Town of Tecumseh Official Plan, Tecumseh North Settlement Area, Land Use Plan, is hereby amended by changing the land use designation for those lands as depicted on Schedule "A" attached hereto from "Community Facility" to "Residential" and "Recreational".

Implementation of the Amendment

This official plan amendment will be implemented through a corresponding zoning by-law amendment which will place the lands in a site-specific "Holding Residential Zone 3 (H)R3-19" and a "Recreational Zone (RE)". The removal of the Holding (H) symbol will be contingent upon the execution and registration of a site plan control agreement.

SCHEDULE "A"
 OFFICIAL PLAN AMENDMENT NO. 1
 TOWN OF TECUMSEH OFFICIAL PLAN
 12433 DILLON DRIVE AND FORMER MCCOLL STREET RIGHT-OF-WAY
 TOWN OF TECUMSEH



Change from "Community Facility" to "Residential"



Change from "Community Facility" to "Recreational"

PART C THE APPENDICES

Appendix 1 - Planning and Land Use Analysis

The planning and land use analysis in support of this Official Plan Amendment is contained within the following attached documents:

- PBS-2019-25, dated August 13, 2019
- PBS-2021-12, dated March 30, 2021
- PBS-2021-28, dated June 8, 2021
- PBS-2021-29, dated June 8, 2021
- PBS-2021-32, dated June 22, 2021

Appendix 2 - Public Participation

The minutes of the public meetings held on September 10, 2019 and March 30, 2021 are attached for information purposes.

Aug. 16, 2021

RECEIVED

AUG 19 2021

Town of Tecumseh

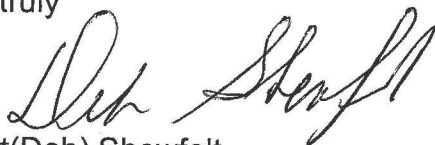
Town of Tecumseh
917 Lesperance Road
Tecumseh Ontario N8N 1W9

Dear Sirs:

Enclosed are resolutions from Canadian & United States Great Lakes Advisers.

We are asking Councils to support these resolutions. All Advisers feel strongly that these changes will greatly improve the health of the Great Lakes.

Yours truly



Delbert(Deb) Shewfelt
Municipal Adviser to the Commission

Please forward copies if approved to the Prime Minister, Ontario Premier and area MP and MPP

MEDIA ADVISORY
FOR IMMEDIATE RELEASE • JUNE 10, 2021

Contact: Captain Denny Grinold, Chair, U.S. Committee of Advisors: (517) 819-7991
Dr. Tom Whillans, Chair, Canadian Committee of Advisors: (705) 748-1011 ext. 7789

**ADVISORS TO THE GREAT LAKES FISHERY COMMISSION PASS RESOLUTIONS ADDRESSING
GLFC FUNDING, OFFSHORE PRODUCTIVITY, LAKE TROUT STOCKING IN LAKE HURON, AND
CANADIAN LEGISLATION**

ANN ARBOR, MI—The U.S. and Canadian Advisors to the Great Lakes Fishery Commission (Commission) met over Zoom during the Commission's recent 66th annual meeting to discuss a number of issues pertaining to the Great Lakes fishery. The Committee of Advisors is composed of citizens who represent various interests including recreational and commercial fishing, academia, Indigenous governments, municipalities, Conservation Authorities, environmental NGOs, and the public-at-large. Advisors meet regularly to consider issues, share information, and provide input to the Commission about the management of the shared Great Lakes fishery. Often, the committee is able to act as a whole, reflecting the concerns and opinions of advisors from both countries. This year, the committee passed five binational resolutions pertaining to issues affecting the entire basin, described below.

1. A Resolution in Support of Restoring the Commission's Fiduciary Relationship with Global Affairs Canada—For the past forty years, Fisheries and Oceans Canada, which serves as a contracted agent for the sea lamprey control program, has performed the Commission's fiduciary function. This dual role has resulted in Canada's support to the Commission being too narrowly focused on sea lamprey control, while neglecting the other responsibilities of the commission including facilitating fishery management and implementing its research program. The Canadian and U.S. Committee of Advisors passed a joint resolution calling upon the Government of Canada to move the Commission's fiduciary function from Fisheries and Oceans Canada back to Global Affairs Canada, as it was when the treaty was originally signed in 1955 and the broader treaty commitments were respected. The resolution is available: http://www.glfc.org/pubs/pdfs/resol2021_3.pdf.

2. A Resolution in Support of Implementing the Recommendation of the SAB's Report Entitled Understanding Declining Productivity in the Offshore Regions of the Great Lakes—In June 2020, the International Joint Commission's (IJC) Science Advisory Board (SAB) released a ground-breaking report entitled "Understanding Declining Productivity in the Offshore Regions of the Great Lakes", which discusses the causes of apparent declines in the productivity in offshore regions of the Great Lakes and assesses how these declines are potentially affecting fisheries. The Commission was one of 13 members of a diverse workgroup that provided input to the report. The report presents a number of recommendations, including:

- Further coordination of efforts between water quality and fishery managers is needed to improve knowledge and adaptive management of nutrients in the nearshore and offshore waters of the Great Lakes, given effects on productivity in these areas;
- Targets for phosphorus reductions under the Great Lakes Water Quality Agreement must appropriately balance potential trade-offs in productivity between nearshore and offshore areas, given the stresses in place; and
- Additional support for applied research, such as experimental approaches to control invasive mussels through the Invasive Mussel Collaborative, is needed.

The Canadian and U.S. Committee of Advisors resolution commends the SAB on the quality of the report and thanks all who contributed. Advisors endorsed the findings and recommendations and called on the Commission to work with the Great Lakes Executive Committee to assist with the development of a standing multi-agency Cooperative Ecosystem Monitoring and Modeling Advisory Committee, as recommended in the report, to review all components of the report's eleven recommendations and to consider the eight identified

knowledge gaps. The joint resolution is available:
http://www.glfc.org/pubs/pdfs/resol2021_4.pdf.

3. A Resolution Calling for a Review of the Strategy For Lake Trout Stocking and its Implementation In Southern Lake Huron

In 2018, the Lake Huron Committee made the decision to cease lake trout stocking in the Michigan waters of southern Lake Huron based on declining relative survival of stocked lake trout and positive trends in wild lake trout reproduction. Yet, since that decision, the current level of natural reproduction is lower than needed to replace lost stocking for the fishery and lake trout biomass has steadily declined. The issue of lake trout stocking is complex and there are multiple scientific unknowns, including impacts on commercial fishers, variability in predation pressure and changes in climate. Recognizing these challenges, the Canadian and U.S. Committee of Advisors passed a resolution urging the Lake Huron Committee to review the Strategy for Reducing Lake Trout Stocking in Lake Huron in consultation with the range of stakeholders (e.g. recreational, commercial and Indigenous fishers, science and environmental communities) concerned with the status of the fishery. The resolution is available:
http://www.glfc.org/pubs/pdfs/resol2021_1.pdf.

4. A Resolution in Support of the Great Lakes – St. Lawrence Group, a Subcommittee of the Canada-United States Inter-Parliamentary Group

In September 2020 the Great Lakes St. Lawrence Group (GLSLG) was formalized as a subcommittee of the Canada-United States Inter-Parliamentary Group for a trial period ending September 30, 2021. The intent of the GLGLG, similar to the U.S. Great Lakes Task Force, is to focus the attention of Canada's elected officials on facilitating and promoting cross-border and multi-partisan cooperation on legislative and policy issues relating to the protection of the Great Lakes and St. Lawrence River. Noting the successes of the GLSLG during the trial period, the Canadian and U.S. Committee of Advisors passed a resolution calling for the Canada-United States Inter-Parliamentary Group to establish the Great Lakes St. Lawrence Group as either a permanent subcommittee or as an independent group when the trial period ends. The resolution also urges the GLSLG seek support from the Government of Canada comparable to that provided through the U.S. Great Lakes Restoration Initiative (GLRI). The resolution is available: http://www.glfc.org/pubs/pdfs/resol2021_2.pdf.

5. A Resolution regarding the Establishment of a Canada Water Agency

Water governance in Canada is complex and multi-jurisdictional, currently involving more than twenty federal departments and agencies, as well as the provinces, territories, municipal governments, and Indigenous governments and Treaty Rights. In 2019, the Prime Minister of Canada directed his ministers to create a new Canada Water Agency to coordinate with all involved parties to find ways to keep water safe, clean and well-managed. The Canadian and U.S. Advisors unanimously passed a resolution supporting the creation of a Canada Water Agency, and calling upon the Government of Canada to ensure CWA's mandate is clearly and strongly aligned with fisheries and fish habitat protection and management. The resolution also urges the creation, governance and activities of the CWA be designed to complement and fill gaps in the existing multi-nation management and science governance institutions. The resolution is available:
http://www.glfc.org/pubs/pdfs/resol2021_5.pdf.

Dr. Tom Whillans of Trent University, chair of the Canadian Committee of Advisors, said, "Despite the extreme challenges of this past year, the Committee of Advisors remained engaged on a variety of legislative and environmental issues. The binational support for these five resolutions, including three that are directed to the Government of Canada, reflects the strength of our cross-border relationships, our diverse areas of interest and expertise, and our shared commitment to science-based management."

"All who serve on the Committee of Advisors are dedicated and driven individuals who are deeply committed to strengthening cooperation, enhancing science, and driving needed legislative actions to protect and rehabilitate the Great Lakes and its world-class fishery," said Captain Denny Grinold, chair of the U.S. Committee of Advisors.

"The Great Lakes Fishery Commission values the input and advice from the Committee of Advisors. Commissioners and staff will take appropriate action on these well-conceived resolutions," said Robert Lambe, executive secretary of the Commission.

--30--

The opinions expressed here are those of the independent committee of advisors and not necessarily those of the Great Lakes Fishery Commission. The Committee of Advisors consists of both U.S. and Canadian representatives, from indigenous, commercial, recreational, academic, agency, environmental, and public fishery interests in the Great Lakes Basin. Advisors provide advice to the Great Lakes Fishery Commission; U.S. advisors are nominated by the State Governors, and appointed by the commission. Canadian advisors are appointed by the commission.

<http://www.glfci.org/advisors.php>

Share this email:



Manage your preferences | Opt out using TrueRemove™
Got this as a forward? Sign up to receive our future emails.
[View this email online.](#)

2100 Commonwealth Blvd Suite 100
Ann Arbor, MI | 48105 US

This email was sent to delbert.shewfelt@gmail.com.
To continue receiving our emails, add us to your address book.

emma

August 6, 2021

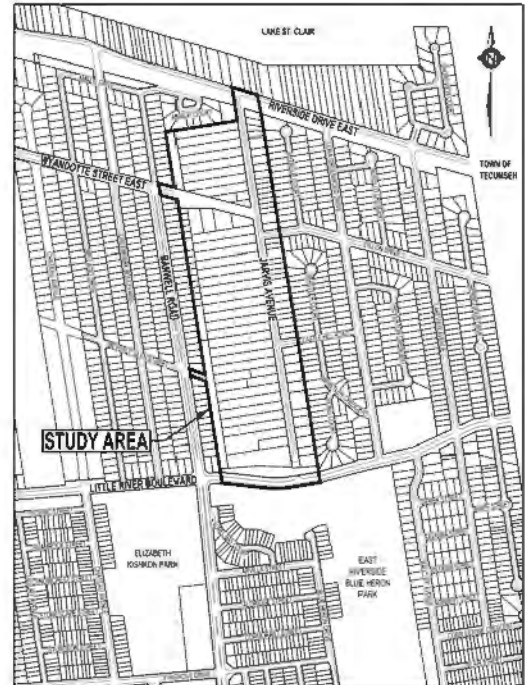
**RE: NOTICE OF PUBLIC INFORMATION CENTRE
MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT
WYANDOTTE STREET EAST AND JARVIS AVENUE**

The City of Windsor is continuing to undertake a Municipal Class Environmental Assessment (Class EA) to evaluate the extension of Wyandotte Street East to Jarvis Avenue to serve neighbourhood transportation and infrastructure needs for a 20-year period.

The study area is bounded by Riverside Drive (to the north), Jarvis Avenue (to the east), Little River Road (to the south) and Banwell Road (to the west), as shown on the key plan.

The study considers the Wyandotte Street East extension for vehicular, pedestrian, transit, and bikeway connections, traffic calming, drainage, and sanitary sewage. In addition, the study evaluates the servicing needs required to improve neighbourhood infrastructure to current municipal standards on Jarvis Avenue.

The study is being undertaken in accordance with the planning and design process for 'Schedule B' projects outlined in the Municipal Class Environmental Assessment (June 2000, as amended in 2007, 2011 and 2020) under the Ontario Environmental Assessment Act.



A previous Public Information Centre was hosted on October 24th, 2019.

A second Public Information Centre (PIC) is planned for this project. The PIC will be held to discuss the proposed design considerations following the earlier stakeholder engagement. Public Information Centre #2 will be hosted in a virtual format.

The PICs will be hosted on Thursday, August 26th from 3pm-4:30pm and 6pm-7:30pm. We want to hear from you! Please join either Zoom meeting as follows:

- 3pm Session: https://citywindsor-ca.zoom.us/webinar/register/WN_0nQJ5QydTZK6jdHFIJrItQ
- 6pm Session: https://citywindsor-ca.zoom.us/webinar/register/WN_jchZBI9hQhqkioTkyJeqRQ

These links can also be accessed online at www.windsoreas.ca.

Upon completion of the study, an Environmental Study Report (ESR) will be prepared and made available for a 30-day public review period.

If you wish to comment on this project or have any questions about this project, please contact:

Andrew Dowie, P. Eng., FEC
Engineer III & Drainage Superintendent
350 City Hall Square West, Suite 310
Windsor ON N9A 6S1
Tel: 519-255-6257 ext. 6490
E-mail: adowie@citywindsor.ca

August 17, 2021

Dear Ms. Moy:

On behalf of Prime Minister Justin Trudeau, I would like to acknowledge receipt of your correspondence of July 30, 2021, supporting a resolution passed by the City of Kitchener regarding the cost of building materials.

Thank you for taking the time to write. Please be assured that your comments, offered on behalf of The Corporation of the Town of Tecumseh, have been carefully reviewed.

I have taken the liberty of forwarding your email to the Honourable François-Philippe Champagne, Minister of Innovation, Science and Industry, and the Honourable Seamus O'Regan, Minister of Natural Resources, for their information and consideration.

Once again, thank you for writing to the Prime Minister.

H. Clancy
Executive Correspondence Officer
/Agente de correspondance
Executive Correspondence Services/
Services de la correspondance de la haute direction



The Corporation of the Town of Tecumseh

July 30, 2021

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

Re: City of Kitchener Resolution Re: Rising Cost of Building Materials

The Council of The Corporation of the Town of Tecumseh, at its regular meeting held Tuesday, July 27, 2021, gave consideration to a letter received from the City of Kitchener, dated July 12, 2021, to the Prime Minister of Canada requesting the Federal and Provincial Governments to review actions that could be taken to help mitigate or offset the impacts related to the rising cost of building materials.

At their meeting, Tecumseh Council passed the following resolution:

“That the Town of Tecumseh **support** the June 28, 2021 resolution of the City of Kitchener regarding the cost of building materials.”

Please consider this letter as confirmation of the Town of Tecumseh’s support of the City of Kitchener’s resolution of June 28, 2021 regarding the rising cost of building materials. A copy of the July 12, 2021 letter providing the resolution from the City of Kitchener is attached for your ease of reference.

Yours very truly,

Laura Moy, Dipl.M.M.
Director Corporate Services & Clerk

LM/sw

Enclosure (Letter from the City of Kitchener, dated July 12, 2021)

cc: The Honourable Doug Ford, Premier of Ontario (premier@ontario.ca)
C. Tarling, Director of Legislated Services & City Clerk, City of Kitchener
(Christine.tarling@kitchener.ca)
Honourable Peter Bethlenfalvy, Minister of Finance (Minister.fin@ontario.ca)
Honourable Victor Fedeli, Minister of Economic Development, Job Creation and Trade
(MEDJCT.Minister@ontario.ca)
Honourable Steve Clark, Minister of Municipal Affairs (minister.mah@ontario.ca)

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

Federation of Canadian Municipalities (resolutions@fcm.ca)

Mr. Taras Natyshak, MPP – Essex (tnatyshak-gp@ndp.on.ca)

Mr. Rick Nicholls, MPP – Chatham-Kent-Essex (rick.nicholls@pc.ola.org)

Mr. Percy Hatfield, MPP – Windsor-Tecumseh (phatfield-gp@ndp.on.ca)

Ms. Lisa Gretzky, MPP – Windsor West (lgretzky-gp@ndp.on.ca)

Mr. Chris Lewis, MP – Essex (chris.lewis@parl.gc.ca)

Mr. Dave Epp, MP Chatham-Kent-Leamington (dave.epp@parl.gc.ca)

Mr. Irek Kusmierczyk, MP – Windsor-Tecumseh (irek.kusmierczyk@parl.gc.ca)

Mr. Brian Masse, MP – Windsor West (brian.masse@parl.gc.ca)

August 17, 2021

Dear Ms. Moy:

On behalf of Prime Minister Justin Trudeau, I would like to acknowledge receipt of your letter of July 30, 2021, in support of a resolution passed by the Town of LaSalle and the Town of Fort Erie in relation to Capital Gains Tax on Primary Residence.

Please be assured that your correspondence, offered on behalf of the Town of Tecumseh, has been carefully reviewed. As you may know, the matter you raise falls under the purview of the Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance. I have therefore taken the liberty of forwarding a copy of your correspondence to Deputy Prime Minister Freeland for her information and consideration.

Thank you for writing to the Prime Minister.

R. Kabongo

Executive Correspondence Officer/Agente de correspondance Executive Correspondence Services/
Services de la correspondance de la haute direction



The Corporation of the Town of Tecumseh

July 30, 2021

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

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

Dear Sirs:

Re: Support Resolution Capital Gains Tax on Primary Residence

The Council of The Corporation of the Town of Tecumseh, at its regular meeting held Tuesday, July 27, 2021, gave consideration to a letter received from the Town of LaSalle, dated July 20, 2021, to the Prime Minister of Canada and the Premier of Ontario supporting the June 1, 2021 resolution from the Town of Fort Erie regarding Capital Gains Tax on Primary Residence.

At their meeting, Tecumseh Council passed the following resolution:

“That the Town of Tecumseh support the July 20, 2021 resolution of the Town of LaSalle and June 1, 2021 resolution of the Town of Fort Erie regarding capital gains on primary residences.”

Please consider this letter as confirmation of the Town of Tecumseh’s support of the Town of LaSalle’s and Town of Fort Erie regarding Capital Gains Tax on Primary Residence. A copy of both of these resolutions are attached for your ease of reference.

Yours very truly,

Laura Moy, Dipl.M.M.
Director Corporate Services & Clerk

LM/sw

Enclosure (Letter from the Town of LaSalle, dated July 20, 2021 and Town Fort Erie dated June 1, 2021)

cc: Mr. Irek Kusmierczyk, MP – Windsor-Tecumseh (irek.kusmierczyk@parl.gc.ca)

Mr. Percy Hatfield, MPP – Windsor-Tecumseh (phatfield-gp@ndp.on.ca)

Town of Fort Erie (cschofield@forterie.ca)

Town of LaSalle (ljean@lasalle.ca)

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

Federation of Canadian Municipalities (resolutions@fcm.ca)



Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario N9H 1S4
Phone: 519-969-7770 Fax: 519-969-4029 www.lasalle.ca

July 20, 2021

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queens Park
Toronto, ON M7A 1A1
premier@ontario.ca

RE: Fort Erie Resolution Regarding Capital Gains Tax on Primary Residence

Honourable and Dear Sirs:

At the July 13, 2021 Regular Meeting of Council, Town of LaSalle Council gave consideration to correspondence received from the Town of Fort Erie, dated June 1, 2021, regarding Capital Gains Tax on Primary Residence.

At the Meeting, the following motion was passed:

That correspondence received from Fort Erie dated June 1, 2021 regarding Capital Gains on Primary Residence be received; and endorsed.

Correspondence received from the Town of Fort Erie is attached for your convenience.

Yours truly,

Linda Jean
Deputy Clerk
Town of LaSalle
ljean@lasalle.ca

cc. All Members of Parliament
All Members of Provincial Parliament
The Town of Fort Erie
Ontario Municipalities





Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

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

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

Web-site: www.forterie.ca

Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



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

cschofield@forterie.ca

CS:dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities



THE CORPORATION OF THE CITY OF SARNIA
City Clerk's Department

255 Christina Street N. PO Box 3018
Sarnia ON Canada N7T 7N2
519-332-0330 (phone) 519-332-3995 (fax)
519-332-2664 (TTY)
www.sarnia.ca clerks@sarnia.ca

July 21, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
80 Wellington Street
Ottawa, ON K1A 0A2
Justin.trudeau@parl.gc.ca

Dear Prime Minister:

Re: Capital Gains Tax Exemptions on Primary Residence

At its meeting held on July 12, 2021, Sarnia City Council adopted the following resolution:

That Sarnia City Council endorse the resolution circulated by the Town of Fort Erie requesting that the Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences.

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

Yours Sincerely,

Amy Burkhart
Acting City Clerk

cc: The Honourable Doug Ford, Premier of Ontario
All Members of Parliament
All Members of Provincial Parliament
All Ontario Municipalities



Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

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

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

Web-site: www.forterie.ca

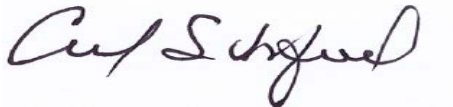
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



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

cschofield@forterie.ca

CS:dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities

Wednesday, August 11, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
80 Wellington Street Ottawa, ON
K1A 0A2
Justin.trudeau@parl.gc.ca

RE: Capital Gains Tax Exemptions on Primary Residence

Dear Prime Minister,

During the August 9, 2021 regular meeting of council, correspondence received from the City of Sarnia in relation to the Town of Ft. Erie resolution of May 31, 2021 Capital Gains Tax Exemptions on Primary Residence was discussed, and the following resolution passed:

Moved: Wade Deighton

Seconded: Grant Purdy

THAT the Council of the Town of Petrolia support and endorse the resolution circulated by the Town of Fort Erie requesting that the Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences.

Carried

On behalf of the Town of Petrolia Council, should our offices be of further assistance please do not hesitate to be in contact.

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc: file
Town of Ft. Erie, Carol Schofield Manager, Legislative Services/Clerk cschofield@forterie.ca
MP Marilyn Gladu Marilyn.Gladu@parl.gc.ca
MPP Bob Bailey bob.bailey@pc.ola.org
Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



August 13, 2021

Sent Via Email

To: Hon. Justin Trudeau, Prime Minister of Canada

RE: Capital gains tax exemptions on primary residences

At its regular meeting on August 4, 2021, Council of the Township of Springwater passed the following resolution:

C401-2021

Moved by: Hanna

Seconded by: Cabral

That Council for the Township of Springwater endorse the resolution from the Corporation of the Town of Fort Erie, and recognize multiple resolutions of other Ontario municipalities such as the Township of South Stormont, the Municipality of Calvin and the City of Sarnia, petitioning the Federal Government to cease further consideration of eliminating capital gains tax exemptions on primary residences; and,

That this resolution be sent to the Hon. Justin Trudeau, Prime Minister of Canada; the Hon. Doug Ford, Premier of Ontario; the Hon. Diane Lebouthillier, Minister of National Revenue; MP Doug Shipley, Barrie - Springwater - Oro-Medonte; the Hon. Doug Downey, Attorney General and MPP Barrie - Springwater - Oro-Medonte; and all Ontario Municipalities

Carried.

Please do not hesitate to contact me should you have any questions.

Yours Truly,

Don Allen
Mayor, Township of Springwater

Cc:
Hon., Doug Ford, Premier of Ontario;
Hon. Diane Lebouthillier, Minister of National Revenue;
MP Doug Shipley, Barrie - Springwater - Oro-Medonte;
Hon. Doug Downey, Attorney General and MPP Barrie - Springwater - Oro-Medonte;
All Ontario Municipalities



The Corporation of the Village of Oil Springs

"Site of the first commercial oil well in North America"

4591 Oil Springs Line, Box 22

Oil Springs, ON N0N 1P0

August 11, 2021

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

Justin.trudeau@parl.gc.ca

Dear Prime Minister:

Re: Capital Gains Tax Exemptions on Primary Residence

At its meeting held on August 10, 2021, Village of Oil Springs Council adopted the following resolution:

That the Council of the Village of Oil Springs support the resolution circulated by the Town of Fort Erie requesting that the Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences.

A copy of the above noted resolution is enclosed for your reference. We hope that you will consider this request favourably.

Yours Sincerely,

Lynda Thomson
Clerk-Treasurer

cc: The Honourable Doug Ford, Premier of Ontario
All Members of Parliament
All Members of Provincial Parliament
All Ontario Municipalities



Community Services

Legislative Services

June 1, 2021
File #120203

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON K1A 0A6
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sirs:

Re: Capital Gains Tax on Primary Residence

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

Whereas primary residences are currently exempt from a capital gains tax, and

Whereas currently secondary and additional non-primary properties are subject to capital gains, and

Whereas the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

Whereas smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

Whereas many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

Whereas a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

Whereas the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

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

Office Hours: 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1800 FAX: (905) 871-4022

Web-site: www.forterie.ca

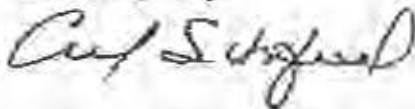
Now therefore be it resolved,

That: The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



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

CS dlk

c.c. All Members of Parliament
All Members of Provincial Parliament
The Regional Municipality of Niagara
Ontario Municipalities

Local Authority Notice – Cannabis License – Town of Tecumseh

Date: Aug. 16, 2021

Re: Cannabis License

To: Town Clerk – Laura Moy
Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9

Dear Laura Moy,

My name is Mohammad Harati and I am the Responsible Person / senior official (Owner / Founder) at Peak remedy inc., and Agile Pharmaceutical Solutions Inc. I like to notify you of micro-processing cannabis license application. Cannabis application is expected to be submitted by September 15, 2021. My home address is as follow:

Operator's Name: Mohammad (Moe) Harati		
Mailing Address: 2025 Everts Ave.		
City: Windsor	Province: ON	Postal Code: N9B 0B9
Telephone: 519-984-5952	Email: moharati53@gmail.com	

Please note that the following address will be used for micro-processing of cannabis. Cannabis application is for Processing / Micro-processing to produce (sublingual) tablets and other forms of edible cannabis products. Property / and site location is as follow:

Property Information
Municipal Address: 5135 Hennin Road, Unit 1 (Front), Oldcastle, ON, N0R 1L0

Sincerely,

Harati Aug. 16, 2021

Mohammad Harati
2025 Everts Ave.
Windsor, ON, N9B 0B9
Email: moharati53@gmail.com
Cell:1-519-984-5952

August 11, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
Justin.Trudeau@parl.gc.ca

Federal Cabinet
Via email to each Minister

The Honourable François-Philippe Champagne
Minister of Innovation, Science and Industry
Francois-Philippe.Champagne@parl.gc.ca

Re: Council Resolution Supporting Affordable Internet

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on August 9, 2021 passed the attached resolution.

Internet is a necessity, not a luxury for the vast majority of Canadians – a fact that has been highlighted throughout the ongoing COVID-19 pandemic. However, despite being an essential utility, too many people are struggling to afford reliable internet services, while some don't have access to broadband internet at all. Ontario residents, and Canadians from coast to coast to coast, should never have to choose between paying their internet bill and other essentials such as food, medication, or housing expenses.

On May 27th, the Canadian Radio-television and Telecommunications Commission (CRTC) arbitrarily reversed its 2019 Rates Order concerning wholesale internet rates charged by Canada's largest carriers to smaller companies. This decision was devastating for consumers as it effectively guarantees internet prices will continue to rise despite the fact that Canadians already pay some of the highest internet prices in the world. Additionally, this decision directly impacts many smaller internet service providers (ISPs) and threatens hundreds of well-paying jobs and tens of millions in investments that would benefit communities in Ontario.

Issued in August of 2019, the CRTC's 2019 Rates Order confirmed the large carriers [systematically broke](#) rate-setting rules to grossly inflate their costs of providing network access. The CRTC set new rates and ordered the large carriers to repay amounts they overcharged competitors during its proceeding. The 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process. It was upheld on appeals by the Federal Court of Appeal, the Supreme Court of Canada, and the Federal Cabinet and was widely expected to be implemented this year. Instead, the CRTC arbitrarily and completely reversed the 2019 Rates Order, a decision that harms competition, reduces customer choice, and ignores the real and urgent need for affordable internet in Canada.

Not only do rural and remote communities continue to struggle to gain access to affordable broadband internet, the digital divide and lack of affordability remain an issue across all communities in Ontario, and Canada. For example, [a recent report by the Brookfield Institute at Ryerson University](#) found that more than a third of households in Toronto are worried about paying their home internet bills over the next few months. More than half of the city's low-income households also have download speeds below the national target of 50 megabits per second. Many rural and remote communities don't have access to broadband, or any internet services, at all. This would be problematic in the best of times, but is even more so now as the pandemic has made high-speed, affordable internet a necessity for education, work, and health care.

[A 2020 price study prepared by Wall Communications Inc.](#) for ISED found that internet prices increased across all service baskets over 2019, making Canada an international outlier among its peer countries. Without intervention from the federal government, who in 2019 promised to reduce internet prices for all Canadians, there is no doubt that this trend will continue.

The Federal Cabinet must overturn the decision now to ensure that affordable internet becomes a reality, not just an ideal. We are sharing this letter and Council resolution with representatives of, and leaders in, communities across Canada. We urge you and them to make this important issue your own, as it directly affects the people in their regions, and across Canada. As you all know, internet is now a necessary utility to all Canadians similar to gas, hydro, water and electricity. The CRTC decision has impacted over 1,200 small ISP's across Canada, thousands of jobs in your communities and negatively impacts millions of Canadians ability to receive affordable internet.

We would welcome the opportunity to discuss this critical issue with you at your earliest convenience, and to work together in making our concerns heard in support of affordable internet for all.

Sincerely,



Darrin Canniff, Mayor/CEO
Municipality of Chatham-Kent

Attachment: Council Resolution Supporting Affordable Internet

C: (via email)
Honourable Doug Ford, Premier of Ontario
Dave Epp, MP, Chatham-Kent-Leamington
Lianne Rood, MP, Lambton-Kent-Middlesex
Rick Nicholls, MPP, Chatham-Kent-Leamington
Monte McNaughton, MPP, Lambton-Kent-Middlesex
Association of Municipalities of Ontario (AMO)
Federation of Canadian Municipalities (FCM)
All Ontario Municipalities

Whereas internet connectivity is a basic necessity and essential utility for the vast majority of Canadians;

Whereas too many Canadians struggle to afford reliable, high-speed internet services, or do not have access to broadband internet at all;

Whereas the need for high-speed and affordable internet is always critical, but is even more so now as the COVID-19 pandemic has shown it is required for education, work, and health care;

Whereas independent studies have consistently shown that Canadians pay some of the highest prices for internet in the world and that internet prices have increased year over year;

Whereas the Canadian Radio-television and Telecommunications Commission's (CRTC) 2019 Rates Order set wholesale internet prices that would facilitate greater competition and promote innovative broadband services and more affordable prices for consumers;

Whereas the 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process, and was upheld on appeal by unanimous decision of the Federal Court of Appeal, while the Supreme Court of Canada and the Federal Cabinet declined to review it;

Whereas on May 27, 2021, the CRTC decided to reverse its 2019 Rates Order, effectively guaranteeing that internet prices will continue to rise for consumers;

Now therefore be it resolved that the Municipality of Chatham-Kent call on the Federal Cabinet, Prime Minister Justin Trudeau, and ISED Minister Francois-Phillippe Champagne to overrule the CRTC's reversal and immediately implement the evidence-based 2019 Rates Order.

Be it further resolved that the Premier of Ontario, Ontario Minister of Industry, local MPPs, the Association of Municipalities of Ontario, all 444 Ontario municipalities and the Federation of Canadian Municipalities be sent correspondence of Council's resolution along with the attached letter.

August 17, 2021

To Whom it May Concern:

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, July 13, 2021 enacted the following resolution:

No. C-208-21

Whereas the current joint and several liability regime as set out in the Negligence Act financially impacts all municipalities across the province whether or not a claim occurred within a municipality's borders.

Whereas municipalities are often added to claims as they are seen as having significant resources with the backing of taxpayers.

Whereas insurance companies ultimately recover their losses by way of, among other things, increased annual premiums from their insureds.

Whereas the Municipality's total annual cost of all insurance premiums has grown by \$148,869.28 over the last 5 years which equals a percentage increase of approximately 23%. Liability insurance premiums account for \$64,638.68 of this amount, an approximate 16% increase when comparing premiums from 2017 to 2021.

Whereas higher insurance costs diverts property tax dollars from delivering public services to the Municipality's residents.

Be it resolved that Council supports the recommendations proposed by the Association of Municipalities of Ontario ("AMO") to address joint and several liability reform and rising insurance costs more generally, which recommendations include:

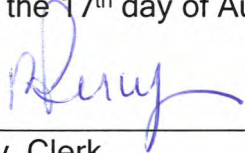
1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.

4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

Be it further resolved that Council direct Administration to forward a copy of this resolution to the Premier of the Province of Ontario and AMO

Carried

Dated today, the 17th day of August, 2021.



Brenda Percy, Clerk
The Corporation of the Municipality of Leamington

cc: Hon. Doug Ford, Premier of Ontario
Association of Municipalities of Ontario

Hydro One Networks Inc. has applied to change the amount it charges to transmit electricity in Ontario and its electricity distribution rates and other charges.

Learn more. Have your say.

Hydro One Networks Inc. has applied to the Ontario Energy Board for approval of a plan to set the amount it charges for using its transmission system and the amount it charges for electricity distribution in each of five years beginning on January 1, 2023 and ending on December 31, 2027.

Transmission Ratepayers

The Ontario Energy Board’s decision on the transmission portion of this application will have an effect on all electricity consumers in Ontario. The cost of transmission is reflected in the delivery charges included on customer bills.

If the transmission portion of the application is approved as filed, a typical residential customer and a typical general service customer of Hydro One Networks Inc. would see the following monthly changes:

	2023	2024	2025	2026	2027
R1 Residential 750 kWh	(\$0.43)	\$0.49	\$0.61	\$0.77	\$0.52
General Service less than 50kW (2,000 kWh)	(\$0.90)	\$1.03	\$1.30	\$1.62	\$1.11

The changes for customers of other electricity distributors across the province may vary depending on the customer’s electricity usage and the electricity distributor that serves them.

Other customers, including businesses, may be affected as well.

Hydro One Distribution Customers

The Ontario Energy Board’s decision on the distribution portion of this application will only have an effect on distribution customers of Hydro One Networks Inc.

If the distribution portion of the application is approved as filed, a typical residential customer and a typical general service customer of Hydro One Networks Inc. would see the following monthly changes that are in addition to the transmission changes noted above:

	2023	2024	2025	2026	2027
R1 Residential 750 kWh (without Distribution Rate Protection)	(\$2.78)	\$1.40	\$2.36	\$3.18	\$2.26
General Service less than 50kW (2,000 kWh)	(\$8.32)	\$1.43	\$6.12	\$8.38	\$6.99

Seasonal rates are being considered in a separate proceeding (EB-2020-0246), but are expected to be implemented in this proceeding.

Other customers, including businesses, may be affected as well.

Hydro One Acquired Distribution Customers

Hydro One Networks Inc. previously acquired the electricity distribution assets of Norfolk Power, Haldimand County Hydro and Woodstock Hydro. If the application is approved, a typical former residential customer of these three distributors, using 750 kWh per month, would see changes as set out in the table below that are in addition to the transmission changes noted above:

	2023	2024	2025	2026	2027
Norfolk Power	\$0.90	\$1.51	\$1.38	\$1.86	\$1.58
Haldimand County Hydro	\$0.88	\$1.51	\$1.38	\$1.86	\$1.58
Woodstock Hydro	(\$1.02)	\$1.24	\$1.14	\$1.53	\$1.30

Other former customers of these distributors, including businesses, may be affected as well.

Although Hydro One Networks Inc. has also acquired the electricity distribution assets of Peterborough Hydro and Orillia Hydro, distribution rates for former customers of these distributors will not be impacted by this application.

Other

Hydro One Networks Inc. has also applied to change other miscellaneous charges, conditions of service, rate class requirements, and establish new rate classes. It is important to review the application carefully to determine whether you may be affected by these changes.

THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider Hydro One’s application. During this hearing, which could be an oral or written hearing, we will question Hydro One on its case for a rate change. We will also hear questions and arguments from individuals that have registered to participate (called intervenors) in the OEB’s hearing. At the end of this hearing, the OEB will decide what, if any, rate change will be allowed.

If Hydro One’s application is approved, the OEB’s review in the years 2023 through 2027 will be limited to ensuring certain annual adjustments are made in accordance with the approved rate plan. Utilities such as Hydro One typically apply for a full review of their rates every five years. Any rate changes for the years in between are made by applying an OEB-approved formula which is tied to inflation and other factors intended to promote efficiency. You may not get notice of future rate changes made by applying the formula.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review Hydro One’s application on the OEB’s website now
- You can file a letter with your comments, which will be considered during the hearing
- You can become an intervenor. As an intervenor, you can ask questions about Hydro One’s application and make arguments on whether the OEB should approve Hydro One’s request. Apply by **September 14, 2021** or the hearing will go ahead without you and you will not receive any further notice of the proceeding
- At the end of the process, you can review the OEB’s decision and its reasons on our website

LEARN MORE

These proposed changes relate to Hydro One’s transmission and distribution services and provide the total bill impacts. Our file number for this case is **EB-2021-0110**. To learn more about this hearing, find instructions on how to file a letter with your comments or become an intervenor, or to access any document related to this case, select the file number **EB-2021-0110** from the list on the OEB website: www.oeb.ca/notice. You can also phone our Public Information Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARING

There are two types of OEB hearings – oral and written. Hydro One has requested an oral hearing. The OEB is considering this request. If you have comments, you can write to the OEB by **September 14, 2021**.

PRIVACY

If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This rate hearing will be held under section 78 of the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B.





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

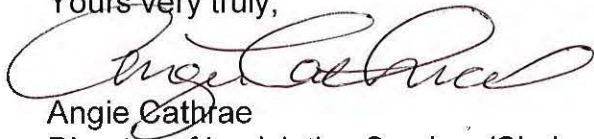
It was **Moved** by J. Kirkland, **Seconded** by K. Durst and **Carried**

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 black 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

Attorney General
McMurtry-Scott Building
720 Bay Street
11th Floor
Toronto ON M7A 2S9
Tel: 416-326-4000
Fax: 416-326-4007

Procureur général
Édifce McMurtry-Scott
720, rue Bay
11^e étage
Toronto ON M7A 2S9
Tél.: 416-326-4000
Télec.: 416-326-4007



Our Reference #: M-2021-9206

August 26, 2021

Ms. Angie Cathrae
Director of Legislative Services/Clerk
Town of South Bruce Peninsula

Email: angie.cathrae@southbrucepeninsula.com

Dear Ms. Cathrae:

Thank you for your letter regarding an additional level of licensing to permit small organizations to hold fundraisers.

The legal framework for gaming in Canada flows from the *Criminal Code*. Under the *Criminal Code*, gambling is illegal in Canada unless it falls within one of the exceptions outlined in Section 207 of the Code. This section permits provincial governments and licensed charitable or religious organizations to conduct and manage lottery schemes, provided they meet certain criteria under a licence issued by the appropriate authority.

A “lottery scheme” consists of three elements: a fee or consideration, a chance, and a prize. Depending on the nature of the games being conducted, they could be considered a “lottery scheme.” If a type of gaming activity qualifies as a “lottery scheme,” it must be either be conducted and managed by the province or conducted and managed by a charitable or religious organization and licensed by the Alcohol and Gaming Commission of Ontario (AGCO) or a municipality to be considered legal under the *Criminal Code*.

As you may be aware, in Ontario, the Registrar of the AGCO is responsible for the overall administration of charitable lottery licences. Both the Registrar and municipal councils have the authority to issue charitable lottery licences within certain parameters. The Registrar of the AGCO has issued a [Lottery Licensing Policy Manual \(LLPM\)](#) which sets out the types of lottery schemes for which a licence may be issued and is used to determine eligibility for a lottery licence and for the use of proceeds. The policies and procedures contained in the LLPM reflect the mandate of the AGCO to regulate charitable lotteries to ensure they are conducted with honesty and integrity, and in the public interest.

To hold charitable lottery events, eligible organizations must obtain a charitable lottery licence issued by the AGCO or a municipality, and proceeds raised from these lottery events must be used solely to support the eligible charitable or religious purposes approved on the lottery licence. At minimum, organizations eligible for a lottery licence must have been in existence for at least one year, have a place of business in Ontario, provide charitable services in Ontario and use their proceeds for charitable objects or purposes which benefit Ontario residents, among other things.

For more information about the rules regarding charitable lotteries, the types of lottery licences that are available and to determine eligibility, you may wish to contact Mr. Frank Cuda, Manager of Gaming Eligibility, AGCO, by email at frank.cuda@agco.ca or by telephone at 416-326-3137.

Please know that our government values the contributions that not-for-profit organizations make in their communities.

I trust the above information will be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Doug Downey". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Doug Downey
Attorney General

c: Mr. Bill Walker, MPP for Bruce–Grey–Owen Sound
Mr. Frank Cuda, Manager of Gaming Eligibility, Alcohol and Gaming Commission of Ontario



Right Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa ON K1A 0A2
(via e-mail)

August 31st 2021

Attention: Prime Minister Trudeau

Re: Bill-C 313 Banning Symbols of Hate Act

Please be advised that on August 25th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Council of the City of Kitchener's motion (attached) requesting that the Federal and Provincial Governments to support MP Peter Julian's motion M-84 Anti-hate Crimes and Incidents and Private Member's Bill - C 313 Banning Symbols of Hate Act.

Motion 12

Moved by Muriel Wright, Seconded by Gary Atkinson that Council supports correspondence item 'g' from the City of Kitchener regarding Anti-Hate Crimes Incidents Bill C-313 Banning Symbols of Hate Act.

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me.

Sincerely,

Erin Kwarciak
Clerk
ekwarciak@plympton-wyoming.ca

Cc: (via e-mail)

-Hon. Minister Steve Clark	-Association of Municipalities of Ontario (AMO)
-Hon. Minister Parm Gill	-Federation of Canadian Municipalities (FCM)
-Lianne Rood, MP, Lambton-Kent-Middlesex	-All Ontario Municipalities
-Monte McNaughton, MPP, Lambton-Kent-Middlesex	
-Marilyn Gladu, MP, Sarnia-Lambton	
-Bob Bailey, MPP, Sarnia-Lambton	

The Corporation of the Town of Plympton-Wyoming

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

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

www.plympton-wyoming.com



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

July 12, 2021

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

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to Motion M-84 Anti-Hate Crimes and Incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act:

"WHEREAS racism and hate crimes in Kitchener have been on the rise since the start of the global pandemic; and,

WHEREAS the City of Kitchener continues to seek opportunities to dismantle systemic racism; and,

WHEREAS the City's Strategic Plan has identified Caring Community as a priority, and the proposed motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act supports several of the bodies of work currently being moved forward under this strategic goal; and,

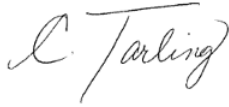
WHEREAS MP Peter Julian's motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act is an opportunity to make all Canadians feel safer in the communities that they live;

THEREFORE IT BE RESOLVED that the City of Kitchener endorses MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act; and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Right Honourable Justin Trudeau, Minister of Municipal Affairs Steve Clark, Minister of Citizenship and Multiculturalism Parm Gill, 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: Hon. Minister Steve Clark
Hon. Minister Parm Gill
Mike Harris (Kitchener Conestoga), MPP
Amy Fee (Kitchener South-Hespeler), MPP
Laura Mae Lindo (Kitchener Centre), MPP
Catherine Fife (Waterloo), MPP
Raj Saini (Kitchener Centre), MP
Tim Louis (Kitchener Conestoga), MP
Bardish Chagger (Waterloo), MP
Marwan Tabbara (Kitchener South-Hespeler), MP
Association of Municipalities of Ontario (AMO)
Ontario Municipalities



August 27, 2021

Federation of Canadian Municipalities

Sent via email: resolutions@fcm.ca

To Whom it May Concern:

Please be advised that the Council of the Corporation of the City of Brantford adopted the following resolution at its City Council meeting held on August 24, 2021:

12.2.14 Year of the Garden 2022

WHEREAS the City of Brantford is committed to being a Garden Friendly City, supporting the development of its garden culture; and

WHEREAS the City has a rich tradition of horticultural excellence with more than 180 floral gardens in municipal parks and along City streets, unique mosaic and carpet bed displays as well as annual plantings that enhance public art and historic monuments throughout the community and within the Downtown; and

WHEREAS Equal Grounds Community Gardens coordinates and supports more than 20 active community gardens throughout the City- an initiative that is maintained fully by community residents and volunteers, to provide places for growing local, healthy and nutritious fruits and vegetables in urban neighbourhoods; and

WHEREAS the City is proud to be home to landscapes that demonstrate a growing commitment to environmental sustainability and climate action including an emphasis on water conservation, and the use of native plants and species providing food and habitat for bees and other pollinators; and

WHEREAS gardens and gardening contribute to the quality of life of our municipality and create safe and healthy places where people can come together, and the entire Country is being asked to proclaim 2022 as the "Year of the Garden";

NOW THEREFORE BE IT RESOLVED:

- A. THAT, the City of Brantford actively PARTICIPATE in the "Year of the Garden" by promoting beautification initiatives, enhancing plantings city wide, encouraging resident engagement and creating a supporting media campaign, and
- B. THAT Staff BE DIRECTED to prepare a plan for 2022 that highlights Brantford's gardening excellence and commitment to environmental sustainability, along with the required budget to be submitted to the

Estimates Committee for consideration through the 2022 budget process,
and

- C. THAT this resolution BE SHARED with the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, The Member of Parliament and Member of Provincial Parliament for Brantford-Brant, the County of Brant, and all Ontario municipalities.

I trust this information is of assistance.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tanya Daniels', with a large, stylized loop at the end.

Tanya Daniels
City Clerk

tdaniels@brantford.ca

Copy to: Association of Municipalities of Ontario
Phil McColeman, MP Brantford-Brant
Will Bouma, MPP Brantford-Brant
The County of Brant
All Ontario Municipalities



OFFICE OF THE MAYOR
CITY OF HAMILTON

August 20, 2021

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

Dear Premier Ford:

City Council, at its meeting held on August 13, 2021, approved Item 13 of Planning Committee Report 21-012 which reads as follows:

13. Noise Concerns and Request for Expiry of Extended Construction Hours

WHEREAS, municipalities have the authority under the *Municipal Act, 2001* to pass a Noise By-law to regulate and prohibit with respect to noise;

WHEREAS, in response to the COVID-19 pandemic, the Ontario government sought to accelerate construction projects in municipalities;

WHEREAS, the Ontario government passed O.Reg 131/20, under the *Municipal Act, 2001* ("O.Reg 131/20") allowing for extended construction hours for projects associated with the healthcare sector to 24 hours a day and any other construction activity in a municipality between the hours of 6am and 10pm;

WHEREAS, O.Reg 131/20 limits a municipality's authority and enforcement through Section 451.1 of the *Municipal Act, 2001* from prohibiting and regulating noise with respect to after-hour noise from construction sites;

WHEREAS, there has been an increase in complaints as a result of after-hour noise caused by construction sites impacting the quiet enjoyment of the residents of Hamilton; and,

WHEREAS, O.Reg 131/20 is set to expire on October 7, 2021;

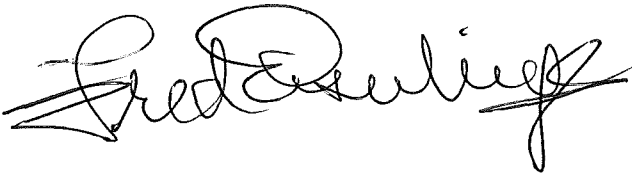
THEREFORE BE IT RESOLVED:

- (a) That the Mayor contact the Premier of Ontario, and local Members of Parliament to ask that the Province to promptly expediate the expiry of O.Reg 131/20, the COVID exemption for after-hours noise from construction sites.

- (b) That the Mayor contact the Premier of Ontario, and local Members of Parliament to request that the Province not make the temporary regulations of O.Reg 131/20, or any similar restrictions, permanent through an amendment to the *Municipal Act, 2001*.
- (c) That the request be sent to other municipalities in Ontario, including the Association of Municipalities of Ontario for their endorsement.

Your consideration of Council's request is appreciated. We would ask that you reference File #C21-014 when responding to this correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Eisenberger', with a stylized flourish at the end.

Fred Eisenberger
Mayor

File #C21-014

- c.c. Hon. Andrea Horwath, Leader of the Official Opposition, MPP, Hamilton Centre
Hon. Donna Skelly, MPP, Flamborough-Glanbrook
Hon. Paul Miller, MPP, Hamilton East-Stoney Creek
Hon. Monique Taylor, MPP, Hamilton Mountain
Hon. Sandy Shaw, MPP, Hamilton West-Ancaster-Dundas
Association of Municipalities of Ontario
All Ontario Municipalities (by email)

FOR IMMEDIATE RELEASE

August 24, 2021

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **Town of Tecumseh, Ontario**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 21,000 members and the communities they serve.



PORT COLBORNE

Corporate Services Department
Clerk's Division

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

T 905.835.2900 ext 106 F 905.834.5746

E amber.lapointe@portcolborne.ca

August 27, 2021

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

Sent via E-mail: premier@ontario.ca

Dear Premier Ford:

Re: City of Stratford Resolution – Phase Out Ontario's Gas Plants

Please be advised that, at its meeting of August 23, 2021, the Council of The Corporation of the City of Port Colborne resolved as follows:

That correspondence from the City of Stratford regarding the Phase Out of Ontario's Gas Plants, be supported.

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

Sincerely,

Amber LaPointe
City Clerk

ec: MP Vance Badawey
MPP Jeff Burch
Association of Municipalities of Ontario
Federation of Canadian Municipalities
Ontario Small Urban Municipalities
All Ontario Municipalities



Corporate Services Department
Clerk's Office
CITY of STRATFORD
City Hall, P.O. Box 818
Stratford ON N5A 6W1

519-271-0250 Ext. 5237
Fax: 519-273-5041
www.stratford.ca

July 23, 2021

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

premier@ontario.ca

Dear Premier Ford:

Re: Resolution to Phase Out Ontario's Gas Plants

At their June 28, 2021 Regular Council meeting, Stratford City Council adopted a resolution petitioning the provincial government to immediately take steps to replace gas powered electrical generation with non-carbon-based sustainable alternatives.

A copy of the resolution is attached for your consideration. We kindly request your support and endorsement.

Sincerely,

Tatiana Dafee
Clerk

Encl.
/ja

cc: MPP Randy Pettapiece
MP John Nater
Association of Municipalities of Ontario
Federation of Canadian Municipalities
All Ontario municipalities



THE CORPORATION OF THE CITY OF STRATFORD

Resolution: Phase Out Ontario's Gas Plants

WHEREAS the Earth is on course toward a climate crisis, unless timely actions are taken to minimize the greenhouse effect;

AND WHEREAS the use of fossil fuels is a major contributor to the greenhouse effect because of the increasing amount of heat trapping Carbon Dioxide in the atmosphere;

AND WHEREAS Stratford, along with other municipalities has declared a "Climate Emergency" and is considering a Carbon Net Zero goal to be achieved by 2050;

AND WHEREAS the 2050 Carbon Net Zero goal has been, and is being adopted by countries and governments at all levels, as well as by industries, social and economic institutions;

AND WHEREAS the most effective way of achieving that goal is through initiatives in reducing carbon footprint, and greening;

AND WHEREAS in the Province of Ontario, Electricity generation fueled by Natural gas contributes substantially to the province's carbon footprint and provides an opportunity for rapid reduction of carbon dioxide emissions through the elimination of this form of generation;

AND WHEREAS in the interest of environmental and economic wellbeing for the province of Ontario, immediate action to replace the gas generators by sustainable zero carbon alternatives should be undertaken;

NOW THEREFORE IT BE RESOLVED that the City of Stratford strongly appeal to the Government of Ontario to immediately take steps to replace gas powered electrical generation with non-carbon based sustainable alternatives;

AND BE IT FURTHER RESOLVED that this resolution be circulated to Ontario municipalities and their organizations including AMO and OSUM for their consideration of support.

Adopted by City Council of The Corporation of the City of Stratford on June 28, 2021

The Corporation of the City of Stratford, P.O. Box 818, Stratford ON N5A 6W1
Attention: City Clerk, 519-271-0250 ext 5329, clerks@stratford.ca



August 27, 2021

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

Dear Minister Downey:

Sent via Email: attorneygeneral@ontario.ca

RE: Lottery Licensing to Assist Small Organizations

The Council of the Corporation of Tay Valley Township at its Council meeting on August 24th, 2021 adopted the following resolution:

RESOLUTION #C-2021-08-39

"THAT, the Council of Tay Valley Township hereby requests Staff to contact the Ministry responsible for the 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 THAT, all municipalities in Ontario are sent this resolution to seek their assistance in lobbying the Ministry."

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or clerk@tayvalleytwp.ca.

Sincerely,

Amanda Mabo, Acting CAO/Clerk

cc: All municipalities in Ontario



Right Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa ON K1A 0A2
(via e-mail) Justin.Trudeau@parl.gc.ca

The Honourable Francois—Philippe Champagne
Minister of Innovation, Science and Industry
Francois-Philippe.Champagne@parl.gc.ca

August 31st 2021

Attention: Prime Minister Trudeau

Re: Council Resolution Supporting Affordable Internet

Please be advised that on August 25th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Council of the Municipality of Chatham-Kent (attached) requesting that the Federal and Provincial Governments support affordable internet for all Canadians.

Motion 12

Moved by Muriel Wright, Seconded by Gary Atkinson that Council supports correspondence item 'f' from the Municipality of Chatham-Kent regarding Affordable Internet'

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me.

Sincerely,

Erin Kwarciak
Clerk
ekwarciak@plympton-wyoming.ca

Cc: (via e-mail)

- | | |
|---|---|
| -Hon. Minister Steve Clark | -Association of Municipalities of Ontario (AMO) |
| -Bob Bailey, MPP, Sarnia-Lambton | -Federation of Canadian Municipalities (FCM) |
| - Marilyn Gladu, MP, Sarnia-Lambton | -All Ontario Municipalities |
| - Monte McNaughton, MPP, Lambton-Kent-Middlesex | |
| -Lianne Rood, MP, Lambton-Kent-Middlesex | |

The Corporation of the Town of Plympton-Wyoming

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

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

www.plympton-wyoming.com

August 11, 2021

The Right Honourable Justin Trudeau
Prime Minister of Canada
Justin.Trudeau@parl.gc.ca

Federal Cabinet
Via email to each Minister

The Honourable François-Philippe Champagne
Minister of Innovation, Science and Industry
Francois-Philippe.Champagne@parl.gc.ca

Re: Council Resolution Supporting Affordable Internet

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on August 9, 2021 passed the attached resolution.

Internet is a necessity, not a luxury for the vast majority of Canadians – a fact that has been highlighted throughout the ongoing COVID-19 pandemic. However, despite being an essential utility, too many people are struggling to afford reliable internet services, while some don't have access to broadband internet at all. Ontario residents, and Canadians from coast to coast to coast, should never have to choose between paying their internet bill and other essentials such as food, medication, or housing expenses.

On May 27th, the Canadian Radio-television and Telecommunications Commission (CRTC) arbitrarily reversed its 2019 Rates Order concerning wholesale internet rates charged by Canada's largest carriers to smaller companies. This decision was devastating for consumers as it effectively guarantees internet prices will continue to rise despite the fact that Canadians already pay some of the highest internet prices in the world. Additionally, this decision directly impacts many smaller internet service providers (ISPs) and threatens hundreds of well-paying jobs and tens of millions in investments that would benefit communities in Ontario.

Issued in August of 2019, the CRTC's 2019 Rates Order confirmed the large carriers [systematically broke](#) rate-setting rules to grossly inflate their costs of providing network access. The CRTC set new rates and ordered the large carriers to repay amounts they overcharged competitors during its proceeding. The 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process. It was upheld on appeals by the Federal Court of Appeal, the Supreme Court of Canada, and the Federal Cabinet and was widely expected to be implemented this year. Instead, the CRTC arbitrarily and completely reversed the 2019 Rates Order, a decision that harms competition, reduces customer choice, and ignores the real and urgent need for affordable internet in Canada.

Not only do rural and remote communities continue to struggle to gain access to affordable broadband internet, the digital divide and lack of affordability remain an issue across all communities in Ontario, and Canada. For example, [a recent report by the Brookfield Institute at Ryerson University](#) found that more than a third of households in Toronto are worried about paying their home internet bills over the next few months. More than half of the city's low-income households also have download speeds below the national target of 50 megabits per second. Many rural and remote communities don't have access to broadband, or any internet services, at all. This would be problematic in the best of times, but is even more so now as the pandemic has made high-speed, affordable internet a necessity for education, work, and health care.

[A 2020 price study prepared by Wall Communications Inc.](#) for ISED found that internet prices increased across all service baskets over 2019, making Canada an international outlier among its peer countries. Without intervention from the federal government, who in 2019 promised to reduce internet prices for all Canadians, there is no doubt that this trend will continue.

The Federal Cabinet must overturn the decision now to ensure that affordable internet becomes a reality, not just an ideal. We are sharing this letter and Council resolution with representatives of, and leaders in, communities across Canada. We urge you and them to make this important issue your own, as it directly affects the people in their regions, and across Canada. As you all know, internet is now a necessary utility to all Canadians similar to gas, hydro, water and electricity. The CRTC decision has impacted over 1,200 small ISP's across Canada, thousands of jobs in your communities and negatively impacts millions of Canadians ability to receive affordable internet.

We would welcome the opportunity to discuss this critical issue with you at your earliest convenience, and to work together in making our concerns heard in support of affordable internet for all.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Canniff', written over a horizontal line.

Darrin Canniff, Mayor/CEO
Municipality of Chatham-Kent

Attachment: Council Resolution Supporting Affordable Internet

C: (via email)
Honourable Doug Ford, Premier of Ontario
Dave Epp, MP, Chatham-Kent-Leamington
Lianne Rood, MP, Lambton-Kent-Middlesex
Rick Nicholls, MPP, Chatham-Kent-Leamington
Monte McNaughton, MPP, Lambton-Kent-Middlesex
Association of Municipalities of Ontario (AMO)
Federation of Canadian Municipalities (FCM)
All Ontario Municipalities

Whereas internet connectivity is a basic necessity and essential utility for the vast majority of Canadians;

Whereas too many Canadians struggle to afford reliable, high-speed internet services, or do not have access to broadband internet at all;

Whereas the need for high-speed and affordable internet is always critical, but is even more so now as the COVID-19 pandemic has shown it is required for education, work, and health care;

Whereas independent studies have consistently shown that Canadians pay some of the highest prices for internet in the world and that internet prices have increased year over year;

Whereas the Canadian Radio-television and Telecommunications Commission's (CRTC) 2019 Rates Order set wholesale internet prices that would facilitate greater competition and promote innovative broadband services and more affordable prices for consumers;

Whereas the 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process, and was upheld on appeal by unanimous decision of the Federal Court of Appeal, while the Supreme Court of Canada and the Federal Cabinet declined to review it;

Whereas on May 27, 2021, the CRTC decided to reverse its 2019 Rates Order, effectively guaranteeing that internet prices will continue to rise for consumers;

Now therefore be it resolved that the Municipality of Chatham-Kent call on the Federal Cabinet, Prime Minister Justin Trudeau, and ISED Minister Francois-Phillippe Champagne to overrule the CRTC's reversal and immediately implement the evidence-based 2019 Rates Order.

Be it further resolved that the Premier of Ontario, Ontario Minister of Industry, local MPPs, the Association of Municipalities of Ontario, all 444 Ontario municipalities and the Federation of Canadian Municipalities be sent correspondence of Council's resolution along with the attached letter.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2021-4132

September 9, 2021

Dear Head of Council:

Our government believes everyone deserves a safe and affordable place to call home. Inadequate supply and high housing costs have made housing unattainable for too many people in Ontario. We want to reduce red tape and streamline development approvals so that we can help to put affordable home ownership in reach of more Ontario families, and provide more people with the opportunity to live closer to where they work.

That is why I am pleased to provide you with this [Site Plan Control Guide](#). This guide provides an overview of site plan control and shares best practices from some communities across Ontario which municipalities may consider implementing to make the site plan process more efficient.

The Site Plan Control Guide also works to support The Provincial Policy Statement, 2020 and other recent changes to the land use planning system – including changes to the *Planning Act* through Bill 108, the *More Homes, More Choice Act, 2019* and to A Place to Grow: Growth Plan for the Greater Golden Horseshoe. Collectively, these changes support key government priorities of increasing housing supply, supporting job creation and reducing red tape – while continuing to protect Ontarians' health and safety and the environment, including the Greenbelt.

If you have any questions about the Site Plan Control Guide, please email the Ministry at provincialplanning@ontario.ca.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c: Chief Administrative Officer

From: Stephen Covey
Sent: Tuesday, August 24, 2021 10:31 AM
To: Gary McNamara <gmcnamara@tecumseh.ca>
Subject: We'd like to hear from you: Rail Safety Week 2021 Proclamation request

cn.ca

Dear Mayor McNamara:

Don't forget to adopt the Rail Safety Week 2021 Proclamation

Rail Safety Week will be held in Canada, the United States, and Mexico from **September 20-26, 2021**. As a proud neighbour of your community, CN is committed to help prevent accidents and injuries at rail crossings by collaborating on efforts to raise rail safety awareness to help keep your fellow citizens safe.

We want to remind you of this important opportunity to become a powerful ally in rail safety efforts by adopting the attached resolution in support of Rail Safety Week. Like many other municipalities, by adopting the resolution your council can help prevent injuries in your community and save lives.

Please send a copy of your proclamation by e-mail to Marie-Pier.Triganne@cn.ca or by mail to the address below and let us know about your plans to promote rail safety in your community.

CN – Marie-Pier Triganne
935 de la Gauchetière Street West
16th floor
Montreal, Quebec
H3B 2M9

For questions or concerns about rail safety in your community, please contact our Public Inquiry Line at 1-888-888-5909. For additional information about Rail Safety Week 2021, please consult cn.ca/railsafety or operationlifesaver.ca.

Sincerely,

Stephen Covey
Chief of Police and Chief Security Officer

(Draft Resolution)

RESOLUTION IN SUPPORT OF RAIL SAFETY WEEK

Whereas *Rail Safety Week* is to be held across Canada from September 20 to 26, 2021;

Whereas it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens;

Whereas Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

Whereas CN has requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor _____

seconded by Councillor _____

It is hereby **RESOLVED** to support national ***Rail Safety Week*** to be held from September 20 to 26, 2021.

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

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of
Wednesday, August 18, 2021 held electronically at 6:00 PM.
Live stream is available on the BIA website at www.tecumsehbia.com

- **(TOTBBM-52-8)**

Call to Order

The meeting is called to order at 6:04 PM by Candice Dennis, Chair.

- **(TOTBBM –53-8)**

- **Roll Call**

Chair	Candice Dennis
Vice Chair	Linda Proctor
Director	Leo Demarce
Director	Joseph Fratangeli
Councilor	Andrew Dowie
Councillor	Brian Houston

Regrets:	Treasurer	Paul Bistany
	Director	Jessica Fowler
	Director	Jules Champoux

Absent:

Minute Taker: Coordinator Denise Pelaccia

Guest:

Live Stream:

- **(TOTBBM – 54-8)**
- **Disclosure of Pecuniary Interest – No disclosures of pecuniary interest at this meeting.**
- **(TOTBBM – 55-8)**
- **Delegations – No delegations at this meeting.**
- **(TOTBBM – 56-8)**
- **Communications**
 - **6.1 TOTBIA Board of Management Meeting Minutes**

Motion: (BBM-29/21) Moved by: Joseph Fratangeli
 Second by: Linda Proctor

That the minutes of the Town of Tecumseh TOTBIA Regular General Meeting held on May 19, 2021 be approved as distributed. No minutes to approve for TOTBIA Regular Board of Management Meeting held on June 16, 2021 & July 21, 2021 due to meeting being canceled because of having no quorum.

Approved.

Carried.

Motion: (BBM-30/21)

Moved by: Leo Demarce

Second by: Linda Proctor

That the minutes of the Town of Tecumseh TOTBIA Special Meeting held on June 24, 2021 approved as distributed. No minutes to approve for TOTBIA Regular Board of Management Meeting held on June 16, 2021 & July 21, 2021 due to meeting being canceled because of having no quorum.

Approved.

Carried.

- **6.2 Letters From– No letters at this time.**

- **(TOTBBM – 57-8)**

- **SUPPLEMENTARY Agenda Adoption**

- **Motion: (BBM-31/21)**

Moved by: Leo Demarce

Second by: Joseph Fratangeli

That the Tecumseh BIA Board of Management accept the Agenda for August 18, 2021 due to being revised three days after distribution.

Carried.

Approved.

- **(TOTBBM – 58-8)**

- **Reports**

8.1 Chair Report:

Chair Report- June 2021:

- Router was installed – Thank you Leo for assisting!
- Office to be closed June 28th – June 30th.
- Denise will be away. Office will reopen Friday.
- **VACATION PLAN - FB POST, 3 WEEKS OF FRIDAY EMAILS - OFFICE WILL BE CLOSED, OFFICE VM, AUTO EMAIL REPLY, etc.

Chair Report- July 2021:

- Board Resignation - Jim Dowie (June 23rd).
- Council & Town were notified June 24th and requested involvement in the replacement of this seat on the Board asap. No response received.

- **8.2 Treasurer Report:**

Tecumseh BIA

2021 Month End Financials:

See PDF of Financial Reports for May, June & July 2021 in Agenda.

May 2021 Financial Report:

Motion: (BBM-32/21)

Moved by: Leo Demarce

Second by: Linda Proctor

June 2021 Financial Report:**Motion: (BBM-33/21)**

Moved by: Leo Demarce

Second by: Linda Proctor

July 2021 Financial Report:**Motion: (BBM-34/21)**

Moved by: Leo Demarce

Second by: Joseph Fratangeli

- **8.3 Coordinator Report – D. Pelaccia reports the following:**

May 2021-**Financial Information**

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

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

Membership Statistics**NEW BUSINESSES/MEMBERS IN THE BIA AREA:**

- o GUNA Convenience- 13153 Tecumseh Rd. E. (Kenney Plaza. Grand Opening TBD.)
- o Renew Massage Clinic- 152 Lesperance Rd. (Shore's Edge Building. Grand Opening TBD.)
- o MANOR- Real Estate Brokerage Team Inc., Chuck Roy- 12137 Tecumseh Rd. E. (Old office of DEERKBROOK- Andrew J. Smith Real Estate Inc. Officially opened on June 1st, 2021. Grand Opening TBD.)
- o Potted & Quenched Plant & Gift Shop- 100 Lesperance Rd., Unit 2 (Grand Opening TBD)

MEMBERS PREPARING TO OPEN:

- Imperial Gifts and Décor- 12000 Tecumseh Rd. E., Unit UNKNOWN (Grand Opening- TBD)
- Bourbon- 12049 Tecumseh Rd. E. (Grand Opening TBD)
- Unique Gallery Art and Coffee Shop- 1614 Lesperance Rd. (Tecumseh Towne Centre- Exact Address in Plaza TBD & Grand Opening TBD)
- New Earth Wellness- 152 Lesperance Rd. (Officially opens in March 2022. Currently renting at reduced rate from Landlord until hard open.)

MEMBERS WHO HAVE MOVED:

- Berton Physiotherapy & Chiropractic- 1041 Lesperance Rd. (Moved out of BIA to 555 Tecumseh Rd. E.)
- DEERBROOK- Andrew J. Smith Real Estate Inc.- 12357 Tecumseh Rd. E. (Relocated within BIA from 12137 Tecumseh Rd. E.)

MEMBERS PREPARING TO CLOSED:

- TD Canada Trust (Southfield Rd.)- 11846 Tecumseh Rd. E. (Location officially closed as of June 18th, 2021.)

Current Status and Total Number of Members by sector:***May 2021 VS. June 2021**

- o Open – 411 VS. 415
- o Associate Members – 5 VS. 5
- o Empty Units/Bldgs. – 45 VS. 45
- o Empty Lots/– 16 VS. 16

- o Empty Commercial Houses – 12 VS. 12
 - o Property Owners – 140 (27 Plazas) VS. 140 (27 Plazas)
 - o Grand Total – 622 VS. 626
- Arts/Entertainment 4 VS. 4 Dining 60 VS. 60 Health & Wellness 139 VS. 140 Home/Commercial Services 14 VS. 14 Professional Services 63 VS. 64 Retail 127 VS. 129 Vacant Lots 16 VS. 16 Property Owners 140 VS. 140 Vacant Units/Bldgs. 46 VS. 46 Residential/Commercial Houses 12 VS. 12 TOTAL MEMBERS (VOTE) 622 VS. 626

Associate Membership Program

New Associate Members:

- o Moni Hair Boutique- 1825 Manning Rd., Unit 300
 - o ONESource Moving Solutions- 425 Leffler Dr.
- Potential New Members (pending due to COVID):
- o Crossroads Canine Academy & Daycamp- 284 E. Pike Creek Rd.
 - o Lombardi Barbershop- 25 Amy Croft Dr., Unit #25B
 - o Sherwin Williams Paint- 35 Amy Croft Dr., Unit 9
 - o Silver Tee Golf- 1360 Highway #3
 - o The Cheese Bar- 25 Amy Croft Dr., Unit 29-30B

BIA Social Media:

Current Followers-

- May 2021 VS. June 2021:

- Facebook: 1,668 VS. 1,701
- Instagram: 581 VS. 628
- Twitter: 556 VS. 554

- Have posted on all social media platforms: Facebook, Instagram & Twitter, about if Tecumseh Dollars are on sale/when, and when they are sold out/ready to be sold again. The launch dates continue to get postponed to a later date as the province-wide shutdown persists. Next tentative launch date is Monday, July 5th at 9:00 AM.
- Have planned out the rest of the year for virtual Tecumseh Dollars giveaways, including all holidays and other special events. All graphics have been made to go along with each giveaway and the Donation spreadsheet has been updated and prepared for the rest of 2021.
- Completed our successful virtual Mother's Day giveaway on our Facebook page where we gave away Tecumseh Dollars. These giveaways continue to improve our social media engagement and followings on all platforms.
- Have shared multiple social media posts by Members in our BIA on all social media platforms- Facebook, Instagram & Twitter, even on weekends and at night on weekdays.
- Shared the "sign wars" social media posts on all platforms that went on throughout the month of May between some of our Tecumseh BIA business Members.
- The banners for our 15th Annual Gallery Without Walls art banner contest have officially been hung up and down Lesperance Rd. along the street poles. All of the top 3 winners have come to claim their cash prizes and the other winners have been called to come claim their poster keep-sakes we printed off for them to take home as a "thank you."

HST Rebate:

Nothing at this time.

June 2021-

Financial Information

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

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

Membership Statistics

NEW BUSINESSES/MEMBERS IN THE BIA AREA:

- o GUNA Convenience- 13153 Tecumseh Rd. E. (Kenney Plaza. Grand Opening TBD.)
- o Renew Massage Clinic- 152 Lesperance Rd. (Shore's Edge Building. Grand Opening TBD.)
- o MANOR- Real Estate Brokerage Team Inc., Chuck Roy- 12137 Tecumseh Rd. E. (Old office of DEERKBROOK- Andrew J. Smith Real Estate Inc. Officially opened on June 1st, 2021. Grand Opening TBD.)
- o Potted & Quenched Plant & Gift Shop- 100 Lesperance Rd., Unit 2 (Grand Opening TBD)

MEMBERS PREPARING TO OPEN:

- Imperial Gifts and Décor- 12000 Tecumseh Rd. E., Unit UNKNOWN (Grand Opening- TBD)
- Bourbon- 12049 Tecumseh Rd. E. (Grand Opening TBD)
- Unique Gallery Art and Coffee Shop- 1614 Lesperance Rd. (Tecumseh Towne Centre- Exact Address in Plaza TBD & Grand Opening TBD)
- New Earth Wellness- 152 Lesperance Rd. (Officially opens in March 2022. Currently renting at reduced rate from Landlord until hard open.)

MEMBERS WHO HAVE MOVED:

- The Beauty Refinery- 1041 Lesperance Rd. (Moved to 13126 Tecumseh Rd. E., Unit 4)
- Fringe Theory- 13126 Tecumseh Rd. E., Unit 4 (Moved out of BIA to 13072 Talbot Rd., Maidstone)

MEMBERS CLOSED:

- TD Canada Trust (Southfield Rd.)- 11846 Tecumseh Rd. E. (Location officially closed as of June 18th, 2021.)

Current Status and Total Number of Members by sector:

***June 2021 VS. July 2021**

- o Open – 415 VS. 414
- o Associate Members – 5 VS. 5
- o Empty Units/Bldgs. – 45 VS. 45
- o Empty Lots/– 16 VS. 16
- o Empty Commercial Houses – 12 VS. 12
- o Property Owners – 140 (27 Plazas) VS. 140 (27 Plazas)
- o Grand Total – 626 VS. 625

Arts/Entertainment 4 VS. 4

Dining 60 VS. 60

Health & Wellness 140 VS. 140

Home/Commercial Services 14 VS. 14

Professional Services 64 VS. 64

Retail 129 VS. 128

Vacant Lots 16 VS. 16

Property Owners 140 VS. 140
Vacant Units/Bldgs. 46 VS. 46
Residential/Commercial Houses 12 VS. 12
TOTAL MEMBERS (VOTE) 626 VS. 625

Associate Membership Program

New Associate Members:

- o Moni Hair Boutique- 1825 Manning Rd., Unit 300
- o ONESource Moving Solutions- 425 Leffler Dr.

Potential New Members (pending due to COVID):

- o Crossroads Canine Academy & Daycamp- 284 E. Pike Creek Rd.
- o Lombardi Barbershop- 25 Amy Croft Dr., Unit #25B
- o Sherwin Williams Paint- 35 Amy Croft Dr., Unit 9
- o Silver Tee Golf- 1360 Highway #3
- o The Cheese Bar- 25 Amy Croft Dr., Unit 29-30B

BIA Social Media:

Current Followers-

- June 2021 VS. July 2021:

- Facebook: 1,701 VS. 1,733
- Instagram: 628 VS. 660
- Twitter: 554 VS. 558

- Have posted on all social media platforms: Facebook, Instagram & Twitter, about if Tecumseh Dollars are on sale/when, and when they are sold out/ready to be sold again. We were unable to sell Tecumseh Dollars in June due to the ongoing provincial-wide shut down and had to abide by Covid rules and regulations. Next tentative launch date is Tuesday, August 3rd at 9:00 AM due to the Civic Holiday on Monday, August 2nd.
- Have planned out the rest of the year for virtual Tecumseh Dollars giveaways, including all holidays and other special events. All graphics have been made to go along with each giveaway and the Donation spreadsheet has been updated and prepared for the rest of 2021.
- Completed our successful virtual Father's Day giveaway on our Facebook page where we gave away Tecumseh Dollars. These giveaways continue to improve our social media engagement and followings on all platforms.
- Completed our successful virtual Spin-The-Wheel for Beauty Services giveaway on our Facebook page where we gave away Tecumseh Dollars to winners who then specifically chose a business within the beauty services industry to patron and the Tecumseh Dollars were 3 dropped off on their behalf to use toward their future service appointments or product purchase. This program ran right before Stage 2 to drive awareness, anticipation, and business for the businesses within the beauty service industry in our BIA to help them gain bookings and hopefully new clients due to being forced to shutdown for so long because of the provincial pandemic rules and regulations set out by the government.
- Have shared multiple social media posts by Members in our BIA on all social media platforms- Facebook, Instagram & Twitter, even on weekends and at night on weekdays.
- The winners of our Gallery Without Walls Banner Contest are still continuing to come pick up their poster keep-sakes we printed off for them to take home as a "thank you." We only have five people left to claim their posters.

Additional Office Notes:

- Contacted the Town of Tecumseh after hearing Council disapproved of the way the Tecumseh BIA was doing the month-end financials. After further investigation, the Tecumseh BIA does not have the proper software set-up on the office computers to make Excel documents AODA accessible.
- The online AODA training received for making Excel spreadsheets AODA compliant was unsuccessful due to not having access to the software in order to create accessible Excel files.
- Asked the Town of Tecumseh for help to install the software needed and have booked an on-site appointment with the Systems Analyst at the Town of Tecumseh to assist in this matter.

HST Rebate:

- Nothing at this time.
-

July 2021-**Financial Information**

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

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

Membership Statistics**NEW BUSINESSES/MEMBERS IN THE BIA AREA:**

- o GUNA Convenience- 13153 Tecumseh Rd. E. (Kenney Plaza. Grand Opening TBD.)
- o Renew Massage Clinic- 152 Lesperance Rd. (Shore's Edge Building. Grand Opening TBD.)
- o MANOR- Real Estate Brokerage Team Inc., Chuck Roy- 12137 Tecumseh Rd. E. (Old office of DEERKBROOK- Andrew J. Smith Real Estate Inc. Officially opened on June 1st, 2021. Grand Opening TBD.)
- o Potted & Quenched Plant & Gift Shop- 100 Lesperance Rd., Unit 2 (Grand Opening TBD)

MEMBERS PREPARING TO OPEN:

- Imperial Gifts and Décor- 12000 Tecumseh Rd. E., Unit UNKNOWN (Grand Opening- TBD)
- Bourbon- 12049 Tecumseh Rd. E. (Grand Opening TBD)
- Unique Gallery Art and Coffee Shop- 1614 Lesperance Rd. (Tecumseh Towne Centre- Exact Address in Plaza TBD & Grand Opening TBD)
- New Earth Wellness- 152 Lesperance Rd. (Officially opens in March 2022. Currently renting at reduced rate from Landlord until hard open.)

MEMBERS WHO HAVE MOVED:

- The Beauty Refinery- 1041 Lesperance Rd. (Moved to 13126 Tecumseh Rd. E., Unit 4)
- Fringe Theory- 13126 Tecumseh Rd. E., Unit 4 (Moved out of BIA to 13072 Talbot Rd., Maidstone)
- MEMBERS CLOSED:
- TD Canada Trust (Southfield Rd.)- 11846 Tecumseh Rd. E. (Location officially closed as of June 18th, 2021.)

Current Status and Total Number of Members by sector:***June 2021 VS. July 2021**

- o Open – 415 VS. 414
- o Associate Members – 5 VS. 5

- o Empty Units/Bldgs. – 45 VS. 45
- o Empty Lots/– 16 VS. 16
- o Empty Commercial Houses – 12 VS. 12
- o Property Owners – 140 (27 Plazas) VS. 140 (27 Plazas)
- o Grand Total – 626 VS. 625

Arts/Entertainment 4 VS. 4
 Dining 60 VS. 60
 Health & Wellness 140 VS. 140
 Home/Commercial Services 14 VS. 14
 Professional Services 64 VS. 64
 Retail 129 VS. 128
 Vacant Lots 16 VS. 16
 Property Owners 140 VS. 140
 Vacant Units/Bldgs. 46 VS. 46
 Residential/Commercial Houses 12 VS. 12
 TOTAL MEMBERS (VOTE) 626 VS. 625

Associate Membership Program

New Associate Members:

- o Moni Hair Boutique- 1825 Manning Rd., Unit 300
- o ONESource Moving Solutions- 425 Leffler Dr.
- Potential New Members (pending due to COVID):
- o Crossroads Canine Academy & Daycamp- 284 E. Pike Creek Rd.
- o Lombardi Barbershop- 25 Amy Croft Dr., Unit #25B
- o Sherwin Williams Paint- 35 Amy Croft Dr., Unit 9
- o Silver Tee Golf- 1360 Highway #3
- o The Cheese Bar- 25 Amy Croft Dr., Unit 29-30B

BIA Social Media:

Current Followers-

- June 2021 VS. July 2021:
- Facebook: 1,701 VS. 1,733
- Instagram: 628 VS. 660
- Twitter: 554 VS. 558

- Have posted on all social media platforms: Facebook, Instagram & Twitter, about if Tecumseh Dollars are on sale/when, and when they are sold out/ready to be sold again. We were unable to sell Tecumseh Dollars in June due to the ongoing provincial-wide shut down and had to abide by Covid rules and regulations. Next tentative launch date is Tuesday, August 3rd at 9:00 AM due to the Civic Holiday on Monday, August 2nd.
- Have planned out the rest of the year for virtual Tecumseh Dollars giveaways, including all holidays and other special events. All graphics have been made to go along with each giveaway and the Donation spreadsheet has been updated and prepared for the rest of 2021.
- Completed our successful virtual Father's Day giveaway on our Facebook page where we gave away Tecumseh Dollars. These giveaways continue to improve our social media engagement and followings on all platforms.
- Completed our successful virtual Spin-The-Wheel for Beauty Services giveaway on our Facebook page where we gave away Tecumseh Dollars to winners who then specifically chose a business

within the beauty services industry to patron and the Tecumseh Dollars were 3 dropped off on their behalf to use toward their future service appointments or product purchase. This program ran right before Stage 2 to drive awareness, anticipation, and business for the businesses within the beauty service industry in our BIA to help them gain bookings and hopefully new clients due to being forced to shutdown for so long because of the provincial pandemic rules and regulations set out by the government. • Have shared multiple social media posts by Members in our BIA on all social media platforms- Facebook, Instagram & Twitter, even on weekends and at night on weekdays.

• The winners of our Gallery Without Walls Banner Contest are still continuing to come pick up their poster keep-sakes we printed off for them to take home as a “thank you.” We only have five people left to claim their posters.

Additional Office Notes:

- Contacted the Town of Tecumseh after hearing Council disapproved of the way the Tecumseh BIA was doing the month-end financials. After further investigation, the Tecumseh BIA does not have the proper software set-up on the office computers to make Excel documents AODA accessible.
- The online AODA training received for making Excel spreadsheets AODA compliant was unsuccessful due to not having access to the software in order to create accessible Excel files.
- Asked the Town of Tecumseh for help to install the software needed and have booked an on-site appointment with the Systems Analyst at the Town of Tecumseh to assist in this matter.

HST Rebate:

- Nothing at this time.

- **8.4 Council Report –**

See PDF of Council Reports for May, June & July 2021 in Agenda.

- **8.5 Committee Reports –**

- **(TOTBBM – 59-8)**

- **Marketing Committee: (Keep 5-10 minutes.)**
- **EYES ON TECUMSEH** - Continuing to execute “Eyes on Tecumseh - Business Spotlight”. Features are posted to Eyes on Windsor’s website as well as ours and shared all over theirs and our social media platforms: Facebook, Instagram and Twitter. Stat have not been received yet for the months of December 2020 - April 2021 from Eyes on Windsor. Following up for confirmations.
- **TECUMSEH LIFE** - The Marketing committee has decided to organize a Fall/Winter publication. Committee will reach out to Windsor Star late summer to being talks.
- **SOCIAL MEDIA** - Continued contesting, content and member shares via social media platforms: Facebook, Instagram & Twitter.
- **TECUMSEH BIA SWAG** - Orders for SWAG are moving forward. Order has been placed.

Membership Committee: (Keep 5-10 minutes.)

- Nothing to report at this time due to receiving no report.

Beautification Committee: (Keep 5-10 minutes.)

- Mural Projects moves forward with DERKZ
- Working on getting the Parkette garden cleaned up and cleared for Mural
- Met with DERKZ at our office on Friday, July 9th at 10:00 AM to talk about what we would like to see for both murals. A deposit of half the total cost of the murals has been given to DERKZ

in the form of a cheque for the amount of \$8,475.00. From here, he will be designing a mock-up for us to assess and bring to the owners of the building to go over what we like and don't like/want to change before the final product is submitted to DERKZ and executed on the walls.

- Working on speaking to Frank at Amloze Pizza regarding doing our second mural on his building- design & the sale of the business vs building?

Next on the committees plans for future discussion:

- Bus Shelter
- Bike Racks
- Way-Finding Signage
- **Events Committee: (Keep 5-10 minutes.)**
- Nothing to report at this time due to receiving no report.
- **Governance Committee: (Keep 5-10 minutes.)**
- Nothing to report at this time due to receiving no report.
- **(TOTBBM – 60-8)**
- **Unfinished Business**
 - Strategic Plan for 2021 - Need to schedule during a special meeting to complete. - Deferred
 - Copier/Printer – Multiple proposals are being reviewed by Treasurer & Vice Chair. Current machine is not functioning properly and does not have all the functions required.
- **(TOTBBM – 61-8)**
- **New Business**
- Mural Documents
- **(TOTBBM – 62-8)**
- **Next Meeting**

The next regular general meeting is scheduled on Wednesday, July 21, 2021 at 6:00 PM and is currently scheduled to be held electronically. The live stream will be available on the BIA website at www.tecumsehbria.com

- **(TOTBBM – 63-8)**
- **Adjournment**

Motion: (BBM-36/21)

Moved by: Linda Proctor

Second by: Leo Demarce

That there being no further business, the September 15, 2021 regular general meeting of the TOTBIA Board of Management be adjourned at 7:37 PM.

Carried.

Approved.

DRAFT

Candice Dennis, Chair

DRAFT

Denise Pelaccia, Coordinator

MINUTES NOT YET APPROVED.

Rural Broadband Advisory Committee

Minutes

Date: Wednesday, July 14, 2021
 Time: 6:30 pm
 Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present: Mayor Gary McNamara
 Councillor Brian Houston
 Councillor Tania Jobin
 Member Nicole Colenutt
 Member Aldo DiNardo
 Member Darrin Drouillard
 Member Dan Grosu

Also Present: Chief Administrative Officer Margaret Misk-Evans
 Director Information & Communication Services Shaun Fuerth
 Manager Committee & Community Services Christina Hebert

A. Roll Call

1. Welcome and Introductions

The Mayor extends a warm welcome and appreciation to the Members for their participation on the Rural Broadband Advisory Committee (RBAC), particularly as the COVID-19 Pandemic has highlighted the importance and reliance on improved access to broadband connectivity.

Introductions are provided by the Members.

2. Election of Chair and Vice Chair

The Manager Committee & Community Services opens the floor to nominations for Chair and Vice Chair for the Rural Broadband Advisory Committee, for the remaining term, ending November 14, 2022.

Motion: RBAC - 1/21

Moved By Tania Jobin
 Seconded By Gary McNamara

That Councillor Brian Houston be appointed Chair of the Rural Broadband Advisory Committee for the Town of Tecumseh for the remaining term, ending November 14, 2022.

Carried

Motion: RBAC - 2/21

Moved By Gary McNamara
Seconded By Brian Houston

That Councillor Tania Jobin be appointed Vice Chair of the Rural Broadband Advisory Committee for the Town of Tecumseh for the remaining term, ending November 14, 2022.

Carried

B. Call to Order

The Chair calls the meeting to order at 6:31 pm.

C. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by the Members.

D. Delegations

1. Grant Street, CIRA IPT Product Manager

Re: Canadian Internet Registration Authority (CIRA)

Mr. Grant Street, CIRA IPT Product Manager, provides an overview of the Canadian Internet Regulation Authority (CIRA) services and the CIRA Internet Performance Test (IPT), which is a quality test about internet connectivity to assist CIRA's building a better online Canada initiative. The benefits of IPT are explained, including provision of a benchmark for community progress and test data that will show if internet requirements, in line with Canadian Radio-television and Telecommunications Commission (CRTC) minimum services are met.

A comparison of urban versus rural internet service is highlighted, including the current existing Tecumseh data.

Inquiries regarding accuracies of the CRTC mapping and data are raised and Mr. Street explains the process used by CRTC to collect the data and solutions for improvement which includes increased IPTs.

Conducting IPTs within the municipality will help understand what areas of the Town are underserved and will provide data and mapping to assist with future network expansions and securing grant funding.

The Director Information & Communication Services explains, if approved, a registered domain would be created to redirect to the landing page and marketed through Town's website, social media, etc., to encourage residents and businesses to conduct an IPT and obtain the necessary data.

The Director Information & Communication Services will coordinate promotion of the landing page site for residents and businesses to log their internet connection speed.

Mr. Street vacates the meeting at 7:54 pm.

Motion: RBAC - 3/21

Moved By Dan Grosu

Seconded By Gary McNamara

That the Rural Broadband Advisory Committee supports engaging the services of the Canadian Internet Registration Authority (CIRA) to develop a landing page for residents and businesses to conduct Internet Performance Tests (IPT) to provide data analysis on internet connection speed.

Carried

E. Communications

1. Rural Broadband Advisory Committee Terms of Reference

The Director Information & Communication Services provides a brief overview of the RBAC Terms of Reference and identified Committee objectives.

2. Procedure By-law

Motion: RBAC - 4/21

Moved By Dan Grosu

Seconded By Tania Jobin

That Communications - For Information 1 through 2 as listed on the Wednesday, July 14, 2021 Rural Broadband Advisory Committee Agenda, **be received.**

Carried

F. Reports

None.

G. Unfinished Business

None.

H. New Business

1. Rural Broadband Advisory Committee Meeting Schedule

Discussion ensues regarding Members' availability for a September meeting and time that best accommodates schedules. Members will advise the Manager Committee & Community Services should they have any meeting conflicts.

2. Action Items

In response to a Member's inquiry, the Director Information & Communication Services and Chief Administrative Officer encourages Members to put forth suggestions/ideas for Committee discussion and further exploration for the development of an action plan that will be brought forward to Council for decision-making purposes.

I. Next Meeting

The next Rural Broadband Advisory Committee meeting will be held electronically on Wednesday, September 22, 2021 at 6:30 pm.

J. Adjournment

Motion: RBAC - 5/21

Moved By Tania Jobin
Seconded By Dan Grosu

That there being no further business, the Wednesday, July 14, 2021 meeting of the Rural Broadband Advisory Committee **be adjourned** at 8:06 pm.

Carried

Councillor Brian Houston, Chair

Councillor Tania Jobin, Vice-Chair



The Corporation of the Town of Tecumseh

Chief Administrative Officer

To: Mayor and Members of Council

From: Margaret Misek-Evans, Chief Administrative Officer

Date to Council: September 14, 2021

Report Number: CAO- 2021-14

Subject: Town of Tecumseh Contributions to WEVaxtoWin

Recommendations

It is recommended:

That Report CAO-2021-14, Town of Tecumseh Contributions to WEVaxtoWin **be received**;

And that Council **approve** to the contributions to the WEVaxtoWin contest set out in Attachment 1 of Report CAO-2021-14, on behalf of the Town of Tecumseh.

Background

As Council is aware, the City of Windsor and the County of Essex have joined forces to offer an incentive/reward program for area residents who have been fully vaccinated against COVID-19. The program is available to bona fide residents of Windsor and Essex County. Contestants under 18 years of age require the consent of a parent or guardian. Prizes are of considerable value and have been arranged through the initial proceeds of the City and County (\$200,000 each) as well as through partners including Windsor Regional Hospital, the University of Windsor and St. Clair College. Contributions from others are welcome. Details on the program are available at <https://www.wevaxtowin.ca/>.

The purpose of this report is to request Council's favourable consideration to contributing to the program with the items and services set out in Attachment 1.

Comments

Prize draws commence as of October 1, 2021 with subsequent bi-weekly draws until all prizes are awarded. The program website is updated as new prizes are contributed. Some prizes are available to the entire population of the County and City, regardless of residency, whilst others

are specific to a municipality. It is intended that the prizes offered in Attachment 1 would be specific to Town of Tecumseh residents.

The option also exists to target a specific demographic for the prizes, if for example there is a need to encourage one or more cohorts toward vaccination. Administration has not recommended any age-specific limitations on the award of the prizes set out in Attachment 1, with the exception of the bus pass, which if awarded to a Student has a value of \$300, versus \$400 for an adult.

As the contest is available to all residents who have stepped up to be fully vaccinated since vaccinations have been available to the public, it is viewed as a positive reward for taking proactive measures to end the pandemic. As noted in the August 25th joint news release on the WEVaxtoWin contest (<https://www.citywindsor.ca/Newsroom/Pages/City-and-County-Partner-on-WEVaxToWin.aspx>):

“Vaccines are universally believed to be the best defence against COVID-19, offering greater protection against severe illness and death and helping to prevent our health care system from being overwhelmed. Hundreds of thousands of Windsor-Essex residents have already done their part, but our area is falling behind the provincial average when it comes to the number of people fully vaccinated.”

This motivated Administration to advance the made-in-Tecumseh contributions to the contest, as set out in Attachment 1, for Council's approval.

Consultations

All Departments

Financial Implications

The prizes outlined in Attachment 1 are of modest value and can be absorbed into the 2021 or 2022 (depending on draw date) operating budgets.

Link to Strategic Priorities

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

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	WEVaxtoWin Prizes – Town of Tecumseh

WEVaxToWin Prizes – Town of Tecumseh

Department	Prize
Planning & Building Services	A free bus pass for a year. Value: Adult \$400, Student \$300.
Corporate Services & Clerk	<p>Free marriage licenses (2) with civil service. The license value is \$130 and service \$250 (on a weekday) for a total prize value of \$380 each.</p> <p>Free dog tags for lifetime of the dog.</p>
Fire Services	<p>Home safety package with Smoke & CO Detectors and a kitchen extinguisher.</p> <p>Fire Station Tour and Ride in a Fire Truck for a Family (up to 5 people).</p>
Public Works & Environmental Services	Free backwater valve to maximum value of \$1,600 (valve + installation).
Parks & Recreation Services	\$200 gift card to use towards registrations for any program or rental (including ice).



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: September 14, 2021

Report Number: CS- 2021-23

Subject: Call for 2021 Award Nominations

Recommendations

It is recommended:

That Report CS-2021-23 entitled “Call for 2021 Award Nominations” **be received;**

And that nominations received for the Awards **be considered** at a Special Meeting of Council to be held on Tuesday, November 23, 2021, at 6:00 pm.

Background

The Town's [Awards Policy No. 2](#) (Awards Policy), sets out the process and timelines for submitting nominations and selecting recipients each year for the Dr. Henri Breault Community Excellence Award (Dr. Breault Award), Donald “Donny” Massender Memorial Volunteer Award (Donny Massender Award), the Youth and Senior of the Year Awards.

Oversight of the Awards Policy and the calling of nominations is the responsibility of the Corporate Services & Clerks Department.

This report is for information and to advise on the 2021 process for receiving nominations, in addition to the timelines for selection of award recipients.

Comments

Awards Policy

Following direction at the November 26, 2019 Special Meeting of Council (SCM), Administration reviewed the Awards Policy to streamline the nomination process and develop a ranking for applications in order to assist in fairly evaluating nominations for each award ([SCM-33/19](#)).

As presented at the September 22, 2020 Policies and Priorities Committee, favourable consideration was given to [Report CS-2020-23](#) which provided recommendations to help refine and streamline the nomination process, including the development of an electronic form (E-form) to allow nominators to complete and submit the application via the Town's website ([PPC-07/20](#)).

Nominations

Nominators, using the user-friendly E-Form, are able to select from the four (4) Award options at the top of the application, which then direct the nominator to complete the required supporting information for that Award, including:

- a) Detailed contact information about the person being nominated;
- b) Detailed contact information about the person submitting the nomination;
- c) A summary (maximum 100 words) indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate;
- d) A detailed description of the nominee and his/her achievements including background/history;
- e) Written testimonials (original and signed) from at least two (2) additional persons who can attest to the value and impact of the nominee's achievements; and
- f) Additional information and material in support of the nomination (i.e. other testimonial letters that add substance to the nominee's achievements, publications, media stories, tributes, etc.), if available. The additional materials should provide new information and insight into the nature of the nominee's achievements.

Nominees must be a resident of the Town of Tecumseh. No person shall receive an Award posthumously, in keeping with the Awards Policy.

The nominator is able to upload the supporting materials (allowed extensions: pdf, doc, jpeg, etc.) and submit the completed application online, at their convenience.

Alternatively, the nomination form may be provided in a printed format should a nominator not have access to the E-form.

The consolidated and streamlined E-form is appended to the [Awards Policy](#).

The Awards Policy requires nominations for the Dr. Henri Breault Award, Donny Massender Award, the Senior of the Year Award and the Youth of the Year Award to be called annually in September by the Clerk.

In accordance with the Awards Policy, the Notice of Call for 2021 Nominations for each of the Awards will be posted to the Town's website and Social Media (Facebook and Twitter), advertised in the local media, delivered to local charitable and non-profit organizations and displayed on the Town's LED sign as well as posted in prominent locations in the Town's facilities (i.e. Town Hall, Tecumseh Arena and Cada Library Complex.)

The annual closing date for submitting nominations on the prescribed form is October 31st and as set out in the Awards Policy.

Award Selection Process

The process for selecting Award recipients is set out in the Awards Policy. The Awards Policy states, "all nominations will be considered by Tecumseh Council or a Committee appointed and comprised of Members of Council."

At the [November 10, 2020 Regular Council Meeting](#), an Evaluation Form was approved in order to assist in fairly evaluating nominations for each Award.

The Evaluation Form outlines the criteria for each respective Award, whereby the scoring range is as follows:

- Confirmation the nominee is resident within the Town (Yes or No)
- Age criteria is met for Senior of the Year Award and Youth of the Year Award (Yes or No)
- Two (2) written testimonials are to be provided (1-5 points based on written detail)
- A detailed summary is provided indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate (1-10 points based on completeness of information, with 1 being minor and 10 being significant evidence)
- A detailed description of the nominee and his/her achievements including background/history (1-10 points based on completeness of information, with 1 being minor and 10 being significant evidence)

The [Evaluation Form](#) establishes a consistent manner in which nominations are reviewed and recipients are selected.

The Awards Policy also states that a Special Meeting (or a Committee comprised of Members of Council) is to be scheduled on the fourth Tuesday of November, either before or after the

Regular Meeting of Council, in order that the Members may review the Nominations and select a recipient for each of the Awards.

A Special Meeting has been scheduled for Tuesday, November 23, 2021, at 6:00 pm.

Consultations

None

Financial Implications

The cost of notices for the Awards is included in the 2021 Budget.

Link to Strategic Priorities

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

Communications

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

Sue White
Administrative Assistant to Director Corporate
Services & Clerk

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: September 14, 2021

Report Number: CS- 2021-24

Subject: **Advisory and Statutory Committees Call for 2022 Applications**

Recommendations

It is recommended:

That a Notice of Call for Applications **be advertised** for the:

- Town of Tecumseh Business Improvement Area
- Heritage Committee.

And that applications **be considered** at a Special Meeting of Council on Tuesday, November 23, 2021, at 6:00 pm.

Background

The [Committee/Local Board Application and Appointment Policy No. 4](#) (Policy) establishes timelines for calling and receiving applications for Committees and Local Boards and a process for reviewing the applications, as well as selecting persons to be appointed to the respective Committees and Local Boards.

The term of Committee and Local Board appointments is the full term of Council.

The Policy requires that applications for appointments, to **fill any vacancies** that may occur for any Committee or Local Board in a non-election year, be called in September by the Clerk.

Notice of a Call for Applications to fill any vacancy on the Advisory Committees, Statutory Committees and Local Boards is to be posted on the Town's website and social media,

advertised in the local media, displayed on the Town's LED signs and posted in prominent locations in the Town's facilities (i.e. Town Hall, Tecumseh Arena and Cada Library Complex).

In accordance with the Policy, persons wishing to be appointed to a Committee or Local Board must complete and submit a prescribed [application form](#) for the Committee or Local Board to which they are seeking an appointment. Application forms are to be submitted to the Clerk's Office on or before October 31st annually.

Applicants must be a resident, or owner/tenant of land in the Town of Tecumseh; a Canadian citizen; and at least 18 years of age, unless otherwise indicated (i.e. Youth Advisory Committee members must be 13 - 23 years and Senior Advisory Committee members must be at least 60 years).

Applicants may not be an employee of the Town, nor prohibited by law from voting in a municipal election.

In non-election years, all applications received to fill any Committee or Local Board vacancies are to be considered by Council, or a Committee appointed and comprised of Members of Council, on the fourth Tuesday in November, in accordance with the Policy.

In keeping with the Policy's selection process, applications are to be considered at a Special Meeting of Council on the fourth Tuesday in November.

This report is to advise on the current vacant positions on the Town's Boards and Committees.

Comments

Committees and Boards

A brief description of each of the Committees and Local Boards, along with lists of the 2021 Committee and Local Board Members and those who have recently resigned, is given in [Appendix 1](#). The list also includes Council Members who have been appointed to act as a liaison to the respective Committees/Boards.

In brief summary there are currently vacant positions of the following Board and Committee:

- Town of Tecumseh Business Improvement Area Board of Management (2) two
- Heritage Committee (1) one

Councillors Brian Houston and Andrew Dowie were appointed to the Town of Tecumseh Business Improvement Area Board of Management pending filling of the vacancies with members from the business improvement area.

There are currently six (6) members on the Accessibility Advisory Committee which, in accordance with *The Accessibility for Ontarians with Disabilities Act, 2005*, is required to have the majority of the members to be persons with disabilities. There are currently four (4) members on this Committee with a disability.

There are currently nine (9) members on the Cultural & Arts Advisory; seven (7) members on the Senior Advisory; ten (10) members on the Youth Advisory Committees and seven (7) members of the Rural Broadband Committee.

There have been no resignations from the Tecumseh Police Services Board, nor the seven (7) member Committee of Adjustment over the last year.

Meeting of Committees / Boards

Meetings of Committees and Boards were suspended May 26, 2020, as reported in [CAO-2020-02 entitled "Update on Town Services and Construction Activities."](#)

At present, the method for holding meetings is via electronic format using Zoom and video streaming. In June, 2020, the Committee of Adjustment, Police Services Board and the Tecumseh Business Improvement Area Board of Management resumed meetings and have been holding their meetings electronically.

At the July 28, 2020, regular meeting of Council, authorization was given to commence holding statutory public meetings and public information centres (PICs), electronically, as reported in [CS-2020-20 entitled "Holding of Virtual Public Meetings."](#)

Amendments to the Procedure By-law were required in order to permit the holding of electronic meetings during a Declared Emergency either federally, provincially or municipally, as reported in [CS-2020-11 entitled "Electronic Meetings During a Declared Emergency – Amending of Procedural By-law."](#) Mayor McNamara's declaration of emergency continues to be in effect in respect of the COVID-19 pandemic.

A subcommittee of Council has reviewed further amendments to the Procedure By-law which was presented at the [June 22, 2021 Policies & Priorities Committee](#). Favourable consideration was given to [CS-2021-13 entitled "Procedure By-law Review"](#) and the recommendations to amend the Procedure By-law to permit electronic participation in meetings for Members of Council, as well as members of Committees and Boards when there is not a declared emergency. An amending Procedure By-law is being prepared for Council's consideration.

Consultations

None

Financial Implications

The cost of advertising and calling of Applications for the Committees is included in the 2021 budget.

Link to Strategic Priorities

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

Communications

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

Sue White
Administrative Assistant to Director Corporate
Services & Clerk

Reviewed by

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	List of Committees and Boards

Report No. CS-2021-24 – Advisory and Statutory Committees Call for 2022 Applications

Appendix 1 – List of Committees and Boards

Committee of Adjustment

The Committee of Adjustment (CofA) is responsible for holding hearings under the *Planning Act R.S.O. 1990, c.P.13* (Planning Act) with respect to minor variances to the Town's Zoning By-law and applications for consents to severances which result in the creation of a new lot(s) or lot additions.

The *Planning Act* permits the Council of the municipality, by by-law, to constitute and appoint a CofA for the municipality composed of such persons, not fewer than three (3), as the Council considers advisable.

The members of the CofA, who are not members of a municipal Council, shall hold office for the term of the Council that appointed them, and the members of the CofA who are members of a municipal Council shall be appointed annually.

The CofA for the Town is comprised of a total of seven (7) members - six (6) members being from the public who are currently appointed for Council's term of office in accordance with the *Planning Act*.

The past practice by Council has been to appoint at least one member from each of the five (5) Wards.

Meetings of the CofA are regularly held once a month on the fourth Monday at 5:00 pm in the Council Chambers of Tecumseh Town Hall.

The following is a list of members on the Committee of Adjustment:

- Chris Carpenter
- Lori Chadwick
- Tom Fuerth
- Daniel Hofgartner
- Paul Jobin
- Tom Marentette
- Tony Muscedere

There are no vacant positions on the Committee of Adjustment.

Property Standards Committee

The Town's Property Standards By-law provides for a Property Standards Committee comprised of three (3) members. The members of this Committee are selected by Council from the Committee of Adjustment. The Property Standards Committee considers appeals from orders issued by the Property Standards Officer.

Meetings of this Committee are only required when someone appeals such an order.

The following is a list of members on the Property Standards Committee:

- Paul Jobin
- Tom Marentette
- Tony Muscedere

There are no vacant positions on the Property Standard Committee.

Tecumseh Accessibility Advisory Committee

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) paragraph 29(1) requires municipalities with a population of not less than 10,000 to establish an Accessibility Advisory Committee to advise Council each year about the preparation, implementation and effectiveness of the municipality's Accessibility Plan, in addition to other obligations as established by the AODA. Section 29(3) of the AODA requires that the majority of the members of the Committee be persons with disabilities.

The Tecumseh Accessibility Advisory Committee (TAAC) normally meets quarterly at 12:00 pm at Town Hall.

Currently, six (6) members are appointed to the TAAC, four (4) of which are persons with disabilities.

The following is a list of members on the TAAC for the remaining term of Council:

Council:

- Councillor Tania Jobin

Members:

- Ron Doherty
- David Golden
- Ron Matysek
- Catherine Rutherford
- Linda Stanczak

Cultural & Arts Advisory Committee

Tecumseh Council established a Cultural & Arts Advisory Committee (CAAC) under the following Terms of Reference:

- identify cultural activities and engagements encouraging community participation;
- obtain artwork depicting local diverse talents and landmarks in addition to the unique features of the Town, preserving the Town's various histories in the former municipalities of the Town of Tecumseh, Village of St. Clair Beach and Township of Sandwich South, and capturing the essence and spirit of the amalgamated Town;
- identify prominent locations within the Town for public display of artwork; and
- research grants and acquire donations for achieving such goals.

Meetings of the Committee are regularly held once a month on the third Monday at 7:00 pm at Town Hall.

There has not been a limit placed on the number of members that can be appointed to this Committee. The Committee welcomes new and diverse Members.

The following is a list of the current members of the CAAC:

Council:

- Councillor Bill Altenhof

Members:

- Marian Drouillard
- Dwayne Ellis
- Charles Gray
- Betty Lee-Daigle
- Manminder Mathru
- Christopher McNamara
- Rita Ossington
- Jelena Ristic

Heritage Committee

The Heritage Committee is appointed under the *Ontario Heritage Act*. The Committee may advise on matters related to the Act and to properties in the Town that have cultural heritage value and which the Town may wish to protect from destruction or harmful change by passing of a Designation By-law as provided for in the *Ontario Heritage Act*.

Tecumseh Council is required, under the *Ontario Heritage Act*, to consult with its Heritage Committee during the designation/repeal-of-designation process for individual properties or districts and on applications to demolish/remove structures from, or otherwise alter designated properties.

Statutory role of the Municipal Heritage Committee:

- Designation - advise Council prior to the designation of a property;
- Repeal of Designation - advise Council prior to the repeal of a by-law or part thereof designating property;
- Amendment of Designation - advise Council prior to the amendment of a by-law or part thereof designating a property;
- Alteration of a Designated Property - advise Council on applications to alter a designated property where such proposed alteration may affect the reasons for designation as set out in the by-law designating the property;
- Demolition - advise Council on applications to demolish or remove any building or structure on designated property;
- Easements / Covenants - advise Council before the passing of by-laws providing for the entering into of easements or covenants with the owners of real property, or interests therein, for the conservation of buildings of historical or architectural value or interest; and
- Districts - advise Council before passing a by-law to define one or more areas to be examined for designation as a heritage conservation district.

Meetings of the Heritage Committee are regularly held once a month on the third Monday at 6:00 pm, at Tecumseh Town Hall.

There has not been a limit placed on the number of members that can be appointed to this Committee. The Committee welcomes new and diverse Members.

The following is a list of the current members of the Heritage Committee:

Council:

- Councillor Bill Altenhof

Members:

- Chris Carpenter
- Amanda Deshaies
- Marian Drouillard
- Dwayne Ellis
- Charles Gray

- John Levesque
- Rita Ossington
- Scott Robinson (Resigned)

Senior Advisory Committee

The first Senior Advisory Committee (SAC) was established in 2016. The purpose of the SAC is to provide advice to Council and Administration on issues that affect seniors in the community.

The SAC is comprised of members over the age of 60. Meetings are held at the Tecumseh Town Hall on the last Thursday of each month at 5:00 pm.

There has not been a limit placed on the number of members that can be appointed to this Committee.

The following is a list of the current members of the SAC:

Council:

- Councillor Rick Tonial

Members:

- Suzanne Beneteau
- Gabrielle McMillan
- Paul Morand
- Dara Pfeifer O'Connor
- Loretta Stoyka Henderson
- Nancy Tennant

Youth Advisory Committee

The establishment of a Youth Advisory Committee (YAC) was approved by Council as recommended in the Corporate Services & Clerk Report No. 26/15. The first YAC was appointed in 2016 to provide advice to Council and Administration on issues that affect area youth and works with Town departments, agencies and organizations that are involved in youth initiatives.

The YAC is comprised of youth between the ages of 13 - 23.

Meetings are held at the Tecumseh Town Hall, on the third Monday of each month at 4:30 pm.

There has not been a limit placed on the number of members that can be appointed to this Committee. This Committee, at times, has difficulty in reaching quorum. In the past, Members have resigned due to school and other obligations during the term of appointment.

The following is a list of the current members of the YAC:

Youth Advisory Committee Members

Council:

- Councillor Rick Tonial

Members:

- Jocelyn Adams
- Jacob Altenhof
- Michael Altenhof
- Kurtis Hengl Lachance
- Tamsyn King
- Tia-Lynne McCann
- Ava Ruuth
- Suzie Sawicki
- Peyton Tillie

Business Improvement Area (BIA) Board of Management

This non-profit organization represents and promotes a defined geographic area of the Town as a business or shopping area (north of County Road 22). The Board also oversees the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally.

The BIA is governed by a nine (9) member Board of Management comprised of two (2) Directors appointed directly by Council and seven (7) members of the BIA, selected by a vote of the membership of the improvement area. The Board is appointed for the term of Council. There are currently ten (10) members appointed to the Board. In the event of a resignation, the Board will return to its regular nine (9) member composition.

The BIA meets monthly on the second Wednesday of each month at 6:00 pm at the BIA Office located at 12122 Tecumseh Rd. E., Tecumseh.

The following is a list of the current Board members:

- Councillor, Brian Houston *
- Councillor Andrew Dowie *
- Paul Bistany, Bistany Real Estate
- Jules Champoux, CPCA, Life and Health Insurance Advisor
- Leo Demarce
- Candice Dennis
- Jessica Fowler
- Joseph Fratangeli, Good Vibes
- Linda Proctor

Councillors Brian Houston and Andrew Dowie were appointed to the Board pending filling of the vacancies created by the resignations of Scott Harris and James Dowie.

Police Services Board

The Town currently contracts the services of the Ontario Provincial Police (OPP) for police protection within the community. This contract is administered by the Tecumseh Police Services Board (PSB).

The *Police Services Act* requires a municipality to appoint a Police Services Board. Tecumseh Council established a Police Services Board for the Town comprised of:

- the Head of Council (Mayor) or, if the Mayor chooses not to be a member of the Board, another Member of Council appointed by resolution;
- one Member of Council appointed by resolution;
- one person appointed by resolution of the Council, who is neither a member of the Council nor an employee of the Town; and
- two (2) persons appointed by the Lieutenant Governor in Council.

The responsibilities of the PSB are set out in the *Police Services Act*. The PSB is responsible for the provision of adequate and effective police services in the Town.

Meetings of the PSB are held in the Council Chambers of Town Hall. The meetings are generally held bi-monthly on the second Thursday of the month at 4:30 pm.

The following is a list of the current PSB Members:

Council 2019 - 2022

- Mayor Gary McNamara
- Deputy Mayor Joe Bachetti

Council Appointed Member

- Chris Hales

Lieutenant Governor Appointed Members

- Paul Sweet
- Marc Gomes

Rural Broadband Advisory Committee

The need for broadband connectivity has been increasing in the last 20 years and became more important than ever in 2020. This need has been magnified during the COVID-19 pandemic with Council and Administration receiving many inquiries from ratepayers. Whether students, teleworkers or businesses, the need for reliable internet connectivity is now considered an essential service that should be made available to all. In recent years, there have been some improvements to this service but there are still many areas of the Town that are underserved.

Council recommended the establishment of an advisory committee that will provide recommendations, advice and information to Council on matters related to broadband connectivity issues.

The objectives of the Committee include, but are not limited to:

- Develop a program to help solve the connectivity challenges of the Town's residents and businesses.
- Facilitate and enable stakeholder engagement and consultation sessions. Ensure the engagement and creation of opportunities for involvement of residents, stakeholders and businesses across the Town;
- Work in collaboration with members of Town Council and Administration in developing possible solutions and programs to support enhanced connectivity in the Town;
- Subject to Council approval, the development of a plan for implementing the goals and directions as recommended by the Committee, including metrics and deliverables.

The following is a list of the current Rural Broadband Committee Members:

Members

- Mayor Gary McNamara
- Councillor Brian Houston
- Councillor Tania Jobin
- Nicole Colenutt
- Aldo DiNardo
- Darrin Drouillard
- Dan Grosu

There are currently no vacancies on the Rural Broadband Advisory Committee.



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: September 14, 2021

Report Number: CS- 2021-25

Subject: Noise By-law Amendment

Recommendations

It is recommended:

That CS-2021-25 entitled “Noise By-law Amendments” **be received**;

And that the By-law No. 2002-07, as amended, respecting the emission of sounds **be amended** as recommended in CS-2021-25;

And that By-law No. 2021-67, being a by-law to further amend By-law No. 2002-07 as included on the September 14, 2021 Regular Council Agenda, **be adopted**.

Background

In November of 2020, the Province introduced amendments to the Municipal Act, 2001 through [Bill 215, Main Street Recovery Act, 2020](#) to help support economic recovery on main streets across Ontario and help ensure that important goods can continue to be delivered to businesses in communities as efficiently as possible.

To that end, from September 19, 2021 onwards, municipalities will not be able to regulate noise related to the delivery of goods to the following destinations:

1. Retail business establishments;
2. Restaurants, including cafes and bars;
3. Hotels and motels; and
4. Goods distribution facilities.

These changes will come into force on the same day as the expiry of the temporary regulations (O. Reg. 70/20 and O. Reg. 71/20.). These regulations, introduced at the outset of the COVID-19 pandemic, limit municipalities from regulating all noise related to the delivery of goods. From September 19, 2021 onwards, once the temporary regulations expire, municipalities will again have the authority to regulate delivery noise to destinations other than the four categories listed above.

The Minister of Municipal Affairs and Housing has regulation-making authority to authorize municipalities to regulate delivery noise to these four businesses, however there are no regulations proposed to be made at this time.

Comments

Many municipalities, as well as business and logistics sector stakeholders, have expressed support for providing more flexibility for deliveries because of the benefits they offer Ontario's main street businesses and the local communities these businesses serve. Local businesses also have an interest in working to ensure that they continue to be good neighbours while planning for deliveries of goods to their businesses.

Prior to the amendments to the Municipal Act, 2001 coming into force, a review was undertaken of the Noise By-law No. 2002-07, as amended, which regulates the emissions of sounds in the Town (Noise By-law), for any changes which may be necessary to align with the provincial legislative changes.

The Noise By-law in Table 4-1 Section 14 sets out the following prohibitions of sound between 9:00 p.m. to 6:00 a.m. in Commercial Areas resulting from:

Loading, unloading, delivering, packing, unpacking, or otherwise handling any containers, products, materials, or refuse whatsoever, unless necessary for the maintenance of essential services or the moving of private household effects.

"Commercial Area" is defined in the Noise By-law as those areas of the municipality designated as commercial in the Zoning By-laws of the former Town of Tecumseh No. 1746, Township of Sandwich South No. 85-18 and Village of St. Clair Beach 2065 (hereinafter collectively referred to as "Zoning By-laws").

Exemptions are set out in Paragraph 8 of the Noise By-law for Essential Services. Given that the definition of Commercial Area in the Zoning By-laws may include the four categories of businesses that municipalities will not be able to regulate noise related to the delivery of goods, commencing September 19, 2021, it is recommended that the following paragraph be added:

Notwithstanding any other provision of this by-law, noise related to the loading, unloading, delivering, packing, unpacking, or otherwise handling any containers, products, materials, or refuse whatsoever to the following destinations is permissible:

1. Retail business establishments;

2. Restaurants, including cafes and bars;
3. Hotels and motels; and
4. Goods distribution facilities.

At the July 27, 2021, Regular Meeting of Council, authorization was given to the Director Corporate Services & Clerk to grant exemptions to the Noise By-law no later than 11:00 pm. Subsequently, at the September 8, 2021 Special Meeting of Council, the members extended the authorization given to the Director Corporate Services & Clerk to grant exemptions to the Noise By-law no later than 11:30 pm.

Since the original adoption of the Noise By-law, Council has appointed various positions for the purposes of by-law enforcement, including a By-law Enforcement Officer. In reviewing the Noise By-law, it was observed that the definition of "Noise Control Officer" includes a Police Officer of the Town of Tecumseh, or any person designated by Council as responsible for administration of this by-law from time to time. It is recommended that the Noise By-law also be amended to authorize a By-law Enforcement Officer to enforce the provisions.

By-law No. 2021-67 being a by-law to further amend the Noise By-law will be on the September 14, 2021 Regular Council Agenda for Council's consideration to approve the recommended amendment to Section 8 as described in this report, as well as the authorization given at the September 8, 2021 Special Meeting of Council to the Clerk to grant exemptions until 11:30 pm and to authorize a By-law Enforcement Officer to enforce the Noise By-law.

As the Noise By-law was first adopted in 2002 and has been amended over the years since, a more comprehensive review of the by-law will be undertaken and reported on to Council at a future date.

Consultations

Planning & Building Services
Fire & Emergency Services

Financial Implications

There are no financial implications.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: September 14, 2021

Report Number: FS- 2021-08

Subject: 2020 Year-End Budget Variance Report

Recommendations

It is recommended:

That the 2020 Year-End Budget Variance Report, dated September 14, 2021, showing a tax-supported surplus of \$1,738,061 and a rate-supported surplus of \$411,940 **be received;**

And that tax-supported surplus **transfers be made** as follows:

- a) \$516,000 operating fund surplus to Tax Rate Stabilization Reserve, including;
 - a. \$493,000 provision for 2021 financial pressures associated with COVID-19; and
 - b. \$23,000 carry-forward request specific to 2020 approved and unspent operating budget funds towards 20th anniversary of amalgamation and Town Hall artwork reframing;
- b) \$255,000 operating fund surplus to Sick/Vacation Pay Reserve per actuarial update;
- c) \$854,306 operating fund surplus to Infrastructure Reserve; and
- d) \$112,755 capital fund surplus to Infrastructure Reserve.

And further that rate-supported surplus (Water and Wastewater services) **transfers be made** as follows:

- a) \$315,851 water operating fund surplus to the Water Rate Stabilization Reserve Fund; and
- b) \$96,089 wastewater operating fund surplus to the Wastewater Rate Stabilization Reserve Fund.

Executive Summary

The Town operated under a local state of emergency throughout most of 2020. The dual state of emergency was enacted in March due to the COVID-19 pandemic and risk of overland flooding due to high lake levels. Both threats impacted the Town's operations and budgets through to the end of 2020 and continue to do so in 2021.

Notwithstanding the operational and financial challenges of the dual state of emergency, the Town continued to provide essential services for its residents. Some non-essential services were stopped or reduced in an effort to help reduce the spread of COVID-19 and to contain costs in an effort to reduce the financial burden to Tecumseh taxpayers. Cost containment measures were implemented quickly and effectively immediately following the declaration of state of emergency.

Financial support from senior levels of government by way of the Safe Restart Agreement (SRA) program was announced in July/August of 2020 and provided initial funding of \$554,100 through its Municipal Stream - Phase 1 and \$33,894 through its Transit Stream - Phase 1. SRA funds are specifically intended to provide financial support for direct COVID-19 operating financial pressures.

The Town's cost containment measures combined with senior government financial support enabled the Town to neutralize the financial impact of these challenges and in addition, provide for an appropriate reserve to be used against COVID-19 financial pressures in 2021.

While the pandemic and potential for inland flooding were forefront for our everyday lives for the majority of the year, development within the Town was able to continue at a healthy rate, resulting in strong building permit activity and continued assessment growth.

The Town ended 2020 with an operating surplus for both tax supported and rate supported programs of \$1,625,000 and \$412,000 respectively. Despite the significant surplus, caution is necessary as the pandemic continues into 2021 and has a significant impact to municipal operations.

Background

Council received Financial Services Report FS-2020-15 "Budget Variance Report – August 31, 2020" at its October 27, 2020 Regular Council Meeting. The report noted an estimated year-end operating surplus of \$1,326,000 (Tax supported operating surplus of \$1,099,000 and Rate supported operating surplus of \$227,000).

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

Comments

The Town operated under a local state of emergency throughout most of 2020. The dual state of emergency was enacted in March due to the COVID-19 pandemic and risk of overland flooding due to high lake levels. Both threats impacted the Town's operations and budgets through 2020 and continue to do so in 2021.

Operating Fund

Tax Supported

The year-end surplus is \$1,625,000 compared to the projected August 31 forecast surplus of \$1,099,000. The main contributors to the \$526,000 difference between projected year-end surplus compared to actual year-end surplus are summarized in the following table:

Revenue and Expenditure items that contributed to the difference between projected year-end surplus versus actual year-end surplus

Revenue/Expenditure Items	Amount
Grant Revenue – primarily due to the reallocation of the Community Safety and Policing Grant	179,000
Permit Revenue – primarily building permits reflective of greater development activity	-202,000
Investment Income – bank interest and capital gains	-129,000
Wages and Benefits – extended temporary vacancies and COVID-related cost containment	-286,000
Utilities	-63,000
Other – several accounts with small variances	-25,000
Total Revenue/Expenditure Items	-526,000

Impact of COVID-19

COVID-19 has had an extensive influence on all Town operations. Its impact has been isolated for variance analysis and grant purposes. The net impact of COVID-19 for 2020 is a surplus of \$493,000, which is summarized in the following tables:

COVID-19 Revenue Losses	Amount
Arena Rental – both ice pads closed for four months	311,000
Arena Concessions – closed for year late March	55,000
Lottery Licensing – hall closed	141,000
Penalty and Interest – financial relief measure	192,000
POA Fines – collections suspended temporarily	82,000
Outdoor Pool – did not open	138,000
Corn Festival and Special Events - cancelled	117,000
Parks – User Charges	23,000
Parks Buildings - Rentals	8,000
Rec Programs – Registration – day camp cancelled	100,000
Transit Fares - collections suspended temporarily	22,000
Total COVID-19 Revenue Losses	1,189,000

COVID-19 Non-Budgeted Expenditures	Amount
Employee Redeployment	44,000
Town Hall Security – visitor screening	13,000
Arena, Facilities Custodian – safety protocols	24,000
Janitorial, PPE, Barriers	37,000
Total COVID-19 Non-Budgeted Expenditures	118,000

COVID-19 Cost Containment Measures	Amount
Wages & Benefits – primarily students and part-time	-615,000
Professional Development	-140,000
Recreation & Event Program expenditures (Non-Wages) (Rec programs, corn fest, Christmas in Tec, Special events)	-218,000
Utilities – Arena, Pool	-127,000
Total COVID-19 Cost Containment Measures	-1,100,000

Safe Restart Agreement & Other Sr. Gov't Assistance	Amount
SRA Transit Phase 1 (\$33,894 total, with portion deferred to 2021)	-22,000
SRA Municipal Phase 1 (\$554,000 total, fully recognized in 2020)	-554,000
SRA Municipal Phase 2 (\$234,000 total, deferred to 2021)	0
Student Grant (Federal)	-124,000
Total Safe Restart Agreement & Other Sr. Gov't Assistance	-700,000

Net COVID-19 Impact	-493,000
----------------------------	-----------------

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

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

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

Administration recommends the Net COVID-19 financial impact for 2020, \$493,000 surplus, be placed into the Tax Rate Stabilization Reserve to offset ongoing COVID-19 financial pressures in 2021.

Regular Operations

The 2020 Operating Fund, Tax Supported surplus, net of the COVID-19 impact detailed previously, amounts to \$1,132,000 and is primarily attributable to the items in the following table, with a more detailed listing found as Attachment 2 to this report:

Regular Operations – Major Variances	Amount
Assessment Growth Prior Year	-261,000
In-year Assessment Growth – supplemental taxes down	75,000
Building Permit Revenue – greater development activity	-208,000
Grant Revenue – Community Safety and Policing Grant	179,000
Investment Income – capital gains	-46,000
Miscellaneous Revenue – cost recovery for damage to municipal property	-83,000
Tax Write-offs – appeals tend to be cyclical	-145,000
Wages & Benefits (Gapping & Vacancies)	-479,000
Wages & Benefits (O/T, Position overlap, Retirement)	121,000
Utilities	-173,000
Gasoline – lower commodity prices and consumption	-60,000

Regular Operations – Major Variances	Amount
Vehicle Parts & Service – several expensive repairs	27,000
Materials/Equipment Rental	-69,000
Winter Control – Salt – mild winter	-73,000
Maintenance Service	31,000
Other – several accounts with small variances	32,000
Total Regular Operations – Major Variances	-1,132,000

Rate Supported

At December 31, 2020 the Town ended the year with a rate supported surplus of \$412,000. Note that a surplus increases the funds available for capital purposes, by way of an increased transfer to lifecycle, whereas a deficit decreases the available funds for capital purposes. The surplus can be attributed primarily to the following items, with a more detailed listing found in Attachment 2 to this report:

Rate Supported – Major Variances	Amount
Water & Wastewater User Fees	-70,000
Wages & Benefits	-195,000
Water Purchase Cost	-129,000
Water Materials	46,000
Water Flood Preparedness	29,000
COVID-19 Protective supplies	7,000
Wastewater Treatment Costs	-60,000
Wastewater Grant Program	-47,000
Other – several accounts with small variances	7,000
Total Rate Supported – Major Variances	-412,000

Capital/Lifecycle

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to actual results. A complete listing of all capital projects planned for 2020 as identified within department five-year capital plans is detailed in Attachments 3 and 4.

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

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

Consultations

All Departments

Financial Implications

Summary of the year-end results is as follows:

Tax supported services	Amount
Operating surplus	\$1,625,306
Capital surplus	\$112,755
Total surplus	\$1,735,061

Rate supported services	Amount
Operating surplus - Water	\$315,851
Operating surplus - Wastewater	\$96,089
Total surplus	\$411,940

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Nick Meloche, CPA, B.Com
Financial Analyst Revenue

Prepared by:

Marilu Zanet, CPA, CMA
Financial Analyst

Reviewed by:

Zora Visekruna, MBA
Deputy Treasurer & Tax Collector

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

**Attachment
Number**

**Attachment
Name**

- 1 December 2020 Variance Report Summary
- 2 Budget Variance Report – Operating Budget Items
- 3 Budget Variance Report – Capital Projects – excluding Public Works
- 4 Budget Variance Report – Capital Projects – Public Works

Attachment 1
Town of Tecumseh
December 2020 Budget Variance
Summary of All Units

Department	2020 Approved Budget	2020 Year End Actuals	2020 Forecast Surplus/Deficit
Tax Supported			
Council	437,075	365,149	-71,926
Corporate Shared	-16,197,429	-15,726,630	470,799
Administration	3,117,830	2,876,296	-241,534
Fire	1,347,410	1,249,690	-97,720
Police	3,421,664	3,586,453	164,789
Conservation Authority	282,674	282,610	-64
Building	165,800	-33,302	-199,102
Other Protection	105,199	65,933	-39,266
Emergency Measures	30,050	40,283	10,233
Public Works	2,166,185	1,987,769	-178,416
Transit	98,770	98,767	-3
Storm Sewers	421,274	395,431	-25,843
Garbage Collection/Disposal	1,472,160	1,507,555	35,395
Golden Age Club	14,500	10,872	-3,628
Parks	1,473,869	1,123,576	-350,293
Arena	683,646	752,703	69,057
Pool	107,199	27,108	-80,091
Recreation Other	48,869	3,297	-45,572
Libraries & Culture	85,487	14,109	-71,378
Planning & Zoning	717,767	661,006	-56,761
Tax Supported		-711,325	-711,325
Opening Surplus (shown under Corp. Shared)		-913,981	-913,981
Operating Variance		-1,625,306	-1,625,306
Capital Variance		-112,755	-112,755
Total Tax Supported 2020 Budget Variance		-1,738,061	-1,738,061
Rate Supported¹			
Sanitary Sewers		-96,089	-96,089
Waterworks System		-315,851	-315,851
Total Rate Supported 2020 Budget Variance		-411,940	-411,940
Total Summary of All Units		-2,150,001	-2,150,001

¹Sanitary Sewer and Waterworks System overall budgets each net to \$0. A favourable variance increases the amount transferred to the reserve fund, thereby adding to the funds available for capital purposes.

**Attachment 2
Town of Tecumseh
2020 Year-End Budget Variance**

Notable Variances – Corporate-Wide

Overall variances for common revenue/expenditure types affecting many departments throughout the corporation include:

- Electricity costs are less than budget due to favourable rates & lower overall usage as a result of COVID-19: \$156,000
- Direct non-budgeted COVID-19 non-payroll related costs: \$74,000
- Gasoline costs came in under budget due to lower rates through 2020 than originally budgeted: \$70,000
- Flood mitigation and preparations costs total \$109,000 corporate-wide
- Natural Gas is showing a favourable variance due to lower usage than budgeted: \$29,000
- Insurance is less than budget due to lower claims activity: \$15,000

Notable Variances – By Department

The Town received \$554,100 in Safe Restart Agreement (SRA) Municipal Stream Phase 1 grant funding, which has been allocated to various departments to wholly or partly offset 2020 COVID-19 related operating pressures. Variance items for which this funding has been applied, are identified in the table below with an asterisk “*”. The full \$554,100 was applied in 2020.

SRA Municipal Stream Phase 2 grant funding of \$234,000, announced in December and received in January, has been transferred in whole to Town reserves to be applied to 2021 COVID-19 related operating pressures.

The Town also received \$33,584 in SRA Transit Stream Phase 1 funds, of which approximately \$22,000 was applied to 2020 COVID-19 related transit operating pressures, with the remaining balance transferred to Town reserves to be applied to 2021 COVID-19 related transit operating pressures. This allocation is noted in the following table with an asterisk “*”.

Tax-Supported

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

Budget Item	Amount
Council	
Council – Wages & Benefits favourable due to lower than anticipated enrollment in health benefits and less per-diem expenses as a result of COVID-19.	(25,000)
Council – Professional Development favourable due to cancellation or change in format of conferences.	(24,000)
Council – Public Relations under budget \$11,000 as costs for the 20 th anniversary signage and framing were not incurred. Partially offset by reduced transfer from reserve of \$7,000. Requesting carryforward of these two items.	(4,000)
Council – AMO/Other Committees under budget as in-person meetings were not held.	(8,000)
Corporate Shared	
Corporate Shared – Taxes favourable due to increases in property assessments and new construction, primarily in residential (\$103,000), Commercial (\$70,000) & Industrial (\$90,000).	(261,000)
Corporate Shared – Supplementary Taxes below budget due to lower than anticipated growth primarily due to delays in construction and assessment.	75,000
Corporate Shared – Payments in Lieu revenue over budget due to assessment changes.	(15,000)
Corporate Shared – User Charges revenue greater than budget primarily due to WSIB New Experimental Experience Rating (NEER) refund & land lease revenues.	(10,000)
Corporate Shared – Provincial Offences Act fines revenue \$82,000 below budget due to suspended collection activities as a result of COVID-19.*	82,000*
Corporate Shared – Penalties & Interest \$192,000 unfavourable due to financial relief provided to ratepayers during the COVID-19 pandemic.*	192,000*
Corporate Shared – Greater than anticipated average bank balance led to favourable variance in Bank Interest income of	0

Budget Item	Amount
\$73,000; transferred to Infrastructure Reserve as per approved budget, so no net impact.	
Corporate Shared – Municipal Drain Interest income favourable as new debentures were issued during 2020.	(15,000)
Corporate Shared – Investment Income \$46,000 favourable due to reinvestment & capital gains income. Transferred to reserve fund (reinvested), so no net impact.	0
Corporate Shared - Health Benefit Administrative Services Only (ASO) \$81,000 favourable due to lower claims paid out. Transferred to ASO benefits reserve, so no net impact.	0
Corporate Shared – Postage & Courier favourable due to less than anticipated replenishments of postage meter during 2020.	(8,000)
Corporate Shared – Janitorial Contracts favourable as budget included provision for Town Hall expansion, which was delayed as a result of COVID-19.	(6,000)
Corporate Shared – Donations favourable due to lower overall Lakeshore Community Services ridership as a result of COVID-19.	(11,000)
Corporate Shared – Public Relations under budget due to COVID-19. Requesting carryforward of unspent funds to be used for Town Hall art re-framing project.	(11,000)
Corporate Shared – Tax Write-off expense under budget due to lower assessment appeal activity.	(145,000)
Maintenance	
Maintenance – Miscellaneous Service favourable due to lower than anticipated costs related to energy incentive partnerships.	(5,000)
Chief Administrative Office	
CAO – Wages & Benefits favourable primarily due to gapping and lower than budgeted health enrollment.	(32,000)
CAO – Professional Development favourable due to cancellation or switch to virtual events.	(12,000)

Budget Item	Amount
CAO – Professional fees – Legal \$85,000 under budget, partially offset by the reduction in the corresponding reserve transfer. Net impact \$28,000 favourable.	(28,000)
CAO – Professional Fees – Other \$63,000 under budget as the Business Retention and Expansion Program did not proceed due to lack of grant funding and also as a result of the impact of COVID-19. Partially offset by the reduction in the corresponding reserve transfer. Net impact \$43,000 favourable.	(43,000)
CAO – Travel & Mileage favourable due to lower than typical activity, in addition to the impact of COVID-19.	(7,000)
Information & Communication Services (ICS)	
ICS – Wages & Benefits favourable as summer student was not hired due to COVID-19, as well as lower health and disability rates than anticipated.	(15,000)
ICS – Computer Support/Software unfavourable due to greater than anticipated costs incurred in 2020.	11,000
ICS – Professional development favourable due to cancellation or change in format of conferences.	(5,000)
Financial Services	
Financial Services – Canada Specific Grants favourable due to receipt of Canada Summer Jobs grant.	(6,000)
Financial Services – Wages & Benefits favourable, primarily due to salary gapping and position vacancies during the year.	(64,000)
Financial Services – Professional Development favourable due to cancellation or switch to virtual events.	(11,000)
Corporate Services & Clerks	
Corporate Services & Clerks – Licences & Permits revenue \$148,000 unfavourable due to closures as a result of COVID-19.*	148,000*

Budget Item	Amount
Corporate Services & Clerks – Wages & Benefits favourable due to temporary vacancies as well as lower health and disability rates than anticipated.	(15,000)
Corporate Services & Clerks – Computer Support/Software favourable \$23,000 due to webcasting and closed captioning costs covered by the Municipal Modernization Fund in the capital fund. Reduces corresponding operating reserve transfer, so no net impact.	0
Corporate Services & Clerks – Professional Development favourable due to cancellation of conferences as a result of COVID-19.	(7,000)
Corporate Services & Clerk – Professional Fee – Legal favourable due to lower than anticipated need for legal services during 2020.	(10,000)
Corporate Services & Clerks – Public Relations favourable due to inability to hold Volunteer Appreciation Night during COVID-19.	(5,000)
Human Resources	
Human Resources – Education/Seminar Fees favourable due to the cancellation of events as a result of COVID-19.	(10,000)
Human Resources – Professional Fee – Legal unfavourable due to various employment matters.	60,000
Human Resources – Professional Fee – Other \$24,000 favourable due to delay in various projects to 2021 as a result of COVID-19. Reduces corresponding reserve transfer so no net impact.	0
Youth Advisory Committee	
Youth Advisory Committee – received non-budgeted RBC Future Launch Community Challenge Grant funding of \$15,000 – project and expenditures anticipated to proceed in 2021, net budget impact is zero.	0
Youth Advisory Committee – Budget not expended due to cancellation of events as a result of COVID-19.	(10,000)

Budget Item	Amount
Senior Advisory Committee	
Senior Advisory Committee – Miscellaneous Service favourable due to cancellation of workshops as a result of COVID-19.	(6,000)
Fire Services	
Fire – Wages & Benefits favourable, primarily due to a reduction in service calls, as well as reduced Firefighter training due to COVID -19 restrictions, partially offset by temporary overlapping of roles. Unanticipated retirement payout offset by corresponding reserve transfer.	(77,000)
Fire – Equipment purchases under budget due to delay in purchases to 2021.	(9,000)
Fire – Vehicle Parts & Service unfavourable due to 2019 truck inspections that were delayed and took place in 2020.	14,000
Fire – Public Relations favourable due to the cancellation of public events as a result of COVID-19.	(5,000)
Police & Police Services Board (PSB)	
Police – Grants under budget due to the re-allocation of the Community Safety & Policing grant to the Mental Health pilot project administered by the Essex Detachment for all OPP Police Service Boards in the County.	179,000
Police – Alarm Registration favourable due to greater number of registrations than anticipated.	(10,000)
Police – O.P.P Reports & Clearances unfavorable due to restrictions as a result of COVID-19 and the move to an on-line platform.	16,000
Police Services Board – Professional Development favourable due to the cancellation of the OAPSB conference as a result of COVID-19.	(9,000)
Building & By-Law	
Building – Licenses & Permits favourable compared to budget due to increase in construction activity.	(196,000)

Budget Item	Amount
By-Law Enforcement – Administration Fees projected to be unfavourable due to lower than anticipated enforcement fees as a result of COVID-19.	5,000
By-law – Maintenance Service – Fees incurred for property cleanup, \$23,000, offset by recoveries from property owners.	0
Animal Control	
Animal Control – Dog Licences unfavourable due to lower than anticipated revenue as a result of COVID-19.	7,000
Animal Control – Contract Services over budget due to Lakeshore dog pound fees coming in higher than anticipated based on historical trends.	8,000
Animal Control – Miscellaneous Service favourable primarily due to costs related to Commissionaires not incurred for 2020 as a result of COVID-19.	(13,000)
Roadways	
Roadways - Canada Specific Grants favourable due to receipt of Canada Summer Jobs grant.	(11,000)
Roadways – Miscellaneous Revenue favourable due to cost recoveries from damage to public property and locates.	(60,000)
Roadways – Culvert/Driveway Permits favourable due to a greater number of permits issued than anticipated.	(11,000)
Roadways – Interfunctional revenue over budget due to greater allocation of time towards sanitary works than anticipated.	(14,000)
Roadways – Wages & Benefits unfavourable compared to budget. Roadways and Winter Control typically fluctuate in opposite directions depending on the number of winter weather events that occur in any given year. The unfavourable variance is direct result of a lower number of events occurring in 2020. The unfavourable Roadway variance will give rise to a favourable Winter Control variance. The unfavourable variance is partially offset by salary gapping and position vacancies.	26,000

Budget Item	Amount
Roadways – Vehicle Parts & Service unfavourable, primarily due to significant repairs required as a result of corrosion damage to both backhoes.	28,000
Roadways – Street Signs favourable due to delay in purchasing new required signs to 2021.	(6,000)
Roadways – Building Maintenance unfavourable, primarily due to unanticipated door panel replacements.	8,000
Roadways – Traffic Light maintenance unfavourable due to actual costs greater than budget which was based on historical trends.	10,000
Roadways – Roadside Maintenance – Materials & supplies greater than budgeted as additional stone for shouldering operations was required.	15,000
Roadways – Roadside Maintenance – Maintenance Service favourable due to lower than expected ditching costs.	(5,000)
Roadways – Hardtop Maintenance – Materials & Supplies favourable due to actual costs for 2020 came in under budget, which was based on historical trends.	(9,000)
Roadways – Tecumseh Hamlet Secondary Plan – Professional Fee – Engineer greater than budget by \$22,000 due to project timing. Offset by Transfer from Reserve so no net budget impact.	0
Crossing Guards	
Crossing Guards – Wages & Benefits favourable due to vacancies as a result of COVID-19 school closures and the shift to online learning.	(39,000)
PWES - Winter Control	
Winter Control – Wages & Benefits favourable due to less winter weather events.	(43,000)
Winter Control – Salt purchases came in under budget due to fewer winter weather events.	(73,000)

Budget Item	Amount
Winter Control – Maintenance Service under budget as there were no costs incurred in 2020. This account is weather dependent.	(6,000)
Transit	
Transit – Grants favourable due to Safe Restart grant allocation and higher than anticipated Transit funding.	(30,000)
Transit – Bus Fare unfavourable as service was provided for free during the COVID-19 emergency. Charging of fares resumed in September, but ridership was well below average.*	22,000*
Transit – Transfer from Lifecycle Reserve less than budget due to lower than anticipated net expenditures.	12,000
Street Lighting	
Street Lighting – Maintenance Materials & Maintenance Services unfavourable due to greater than anticipated costs to repair underground faults.	19,000
Storm Sewer System	
Storm Sewer System – Miscellaneous Revenue favourable primarily due to receipt of Great Lakes WEGE award.	(7,000)
Storm Sewer System – Computer Support/Software favourable as no costs for PLC issues and diagnostics were incurred in 2020.	(5,000)
Storm Sewer System – Professional Development favourable due to cancellation of seminars and training due to COVID-19.	(9,000)
Storm Sewer System – Maintenance Service is unfavourable due to unanticipated flushing costs.	7,000
Storm Sewer System – Equipment Parts & Service unfavourable due to greater than anticipated costs related to load testing.	11,000
Storm Sewer System – Building Maintenance favourable due to lower than anticipated repairs occurring in 2020.	(6,000)

Budget Item	Amount
Storm Sewer System – Property Taxes unfavourable due to a change in tax class of the Brighton Rd. pump station.	21,000
Storm Sewer System – Budgeted one-time contract/materials & supplies costs re: lake level mitigation came in \$50,000 under budget; reduces corresponding reserve transfer so no net impact.	0
Garbage Disposal	
Garbage Disposal – Contracts unfavourable due to increase in total KG's of waste & compost collected in 2020.	39,000
Parks & Recreation Services – Parks	
Parks – Canada Specific Grants favourable as summer student funding approved.	(58,000)
Parks – User Charges unfavourable, primarily due to loss of rentals as a result of community event cancellations.	23,000
Parks – Wages & Benefits favourable primarily due to COVID-19 related vacancies and reduced hours.	(227,000)
Parks – Professional Development favourable due to cancellation of conferences as a result of COVID-19.	(6,000)
Parks – Materials & Supplies favourable primarily due to reduction in flower and mulch purchases in the fall.	(15,000)
Parks – Equipment Purchases under budget as fewer weed whippers and leaf blowers required replacement at the end of the season.	(5,000)
Parks – Tree Trimming and Removal unfavourable due to additional trimming required per Town Arborist.	5,000
Parks – Contracts favourable due to lower than anticipated playset inspection costs.	(8,000)
Parks – Miscellaneous Service came in under budget due to fewer porta-john rentals and lower than typical fence repairs, earth berm works etc.	(19,000)
Parks & Recreation Services – Parks Buildings	

Budget Item	Amount
Parks Buildings – Grants favourable due to receipt of Canada Summer Jobs grant.	(8,000)
Parks Buildings – Hall Rental unfavourable due to loss of community centre rentals as a result of COVID-19. Rentals resumed third week of September.	8,000
Parks Buildings – Wages & Benefits favourable, primarily due to decrease in student hours as a result of COVID-19.	(24,000)
Parks & Recreation Services – Arena	
Arena – User Charges, primarily ice rentals, unfavourable due to closures as a result of COVID-19.*	349,000*
Arena – Wages & Benefits favourable, primarily due to position vacancies as a result of COVID-19.	(89,000)
Arena – Building R & M Purchases favourable as there were fewer repairs due to facility closure.	(7,000)
Arena – Professional Development favourable due to cancellation of training and events as a result of COVID-19.	(8,000)
Arena – Miscellaneous Service unfavourable due to unplanned temporary personnel services required as a result of a temporary vacancy.	16,000
Arena – Financial Expense favourable primarily due to less than budgeted credit card transaction fees as a result of the COVID-related closure of the Arena.	(8,000)
Arena – Transfer to reserves less than budget primarily due to reduced capital surcharges and deficit in advertising revenue as a result of COVID-19.	(18,000)
Parks & Recreation Services – Recreation Programs	
Recreation Programs – Grants favourable due to receipt of Canada Summer Jobs grant.	(21,000)
Recreation Programs – User Charges unfavourable due to cancellation of Summer Day Camp and modified programs as a result of COVID-19.	103,000

Budget Item	Amount
Recreation Programs – Wages & Benefits favourable due to cancellation of programs as a result of COVID-19.	(56,000)
Recreation Programs – Total of all expenditures (excluding wages noted above) favourable due to cancellation of programs as a result of COVID-19.	(24,000)
Parks & Recreation Services – Arena Concessions	
Arena Concessions – Sales unfavourable due to the closure of the arena concessions due to COVID-19.	55,000
Arena Concessions – Wages & Benefits favourable due to closure of arena concessions.	(23,000)
Area Concessions – Purchases favourable due to the closure of the arena concessions.	(29,000)
Parks & Recreation Services – Pool	
Pool – Grants unfavourable as the pool remained closed in 2020 due to COVID-19.	15,000
Pool – User Charges unfavourable as the pool remained closed in 2020 due to COVID-19.	138,000
Pool – Wages & Benefits favourable as the pool remained closed in 2020 due to COVID-19.	(171,000)
Pool – Maintenance Materials & Supplies favourable as the pool closed for 2020 due to COVID-19.	(22,000)
Pool – Building Maintenance favourable as less actual building repairs occurred compared to budget.	(7,000)
Parks & Recreation Services – Other	
Cultural Committee – Cancellation of cultural events due to COVID-19 resulted in a \$6,000 favourable overall variance.	(6,000)
Corn Festival – Net Expenditures under budget due to the cancellation of the 2020 festival as a result of COVID-19.	(62,000)

Budget Item	Amount
Christmas in Tecumseh – Net Expenditures favourable due to the cancellation of traditional programs as a result of COVID-19.	(17,000)
Special Events – Net Expenditures favourable due to various cancellations as a result of COVID-19.	(28,000)
Planning & Zoning	
Planning & Zoning – Planning Fees under budget due to marginally less development applications than anticipated.	5,000
Planning and Zoning – Professional Development under budget as a result of COVID-19.	(6,000)
Planning and Zoning – Tecumseh Hamlet Secondary Plan – Professional Services favourable due to delays in project as a result of COVID-19. Decreases the transfer from reserve so no net budget impact.	0
Planning and Zoning – Official Plan – Professional Fee – Legal favourable as costs are not anticipated until 2021. Decreases transfer from reserve so no net impact.	0
Planning and Zoning – Development Charge Study – Professional Fee – Other favourable due to delays in related legislation. Decreases the transfer from reserve so no net budget impact.	0
Planning and Zoning – Community Benefit Charge – Professional Fees – Other favourable as provincial passage of legislation was significantly delayed. Decreases transfer from reserve so no net budget impact.	0
Planning and Zoning – Grants under budget due to lower than anticipated participation in CIP grant program. Balance transferred to reserve so no net impact.	0
Planning and Zoning – Oldcastle Lands Study – Professional Services favourable due to delays as a result of COVID-19. Decreases transfer from reserve so not net impact.	0
Committee of Adjustments - COA	

Budget Item	Amount
COA – Minor Variance Fee revenue under budget due to fewer minor variance applications than anticipated.	7,000
COA – Wages & Benefits favourable due to reduction in meetings and per diems as a result of COVID-19.	(14,000)
COA – Professional Development favourable due to cancellation of OACA conference as a result of COVID-19.	(12,000)
Agriculture & Reforestation	
Agriculture & Reforestation – Grants favourable due to greater number of grantable hours than originally budgeted.	(5,000)
Agriculture & Reforestation – Wages & Benefits favourable as budgeted overtime was unused due to COVID-19.	(11,000)
Agriculture & Reforestation – Professional Development under budget due to COVID-19.	(5,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the operating surplus for tax-supported departments of \$1,625,000.

Rate-Supported

Significant variations from budget are as follows:

Budget Item	Amount
Sanitary Sewer	
Sanitary Sewer – User Charges unfavourable due to lower than anticipated net consumption, offset by a favourable variance in fixed charges.	20,000
Sanitary Sewer – Wages & Benefits favourable primarily due to salary gapping and position vacancies.	(27,000)
Sanitary Sewer – Computer Support/Software favourable due to lower than anticipated SCADA system maintenance during 2020.	(6,000)

Budget Item	Amount
Sanitary Sewer – Materials & Supplies unfavourable due to greater than anticipated costs for locating paint and stone for winter repairs.	10,000
Sanitary Sewer – Equipment Purchases unfavourable due to St. Alphonse meter station upgrade.	9,000
Sanitary Sewer – Contracts under budget largely due to North Talbot credit adjustment.	(60,000)
Sanitary Sewer – Sewer Maintenance – OCWA unfavourable due to greater than anticipated sewer maintenance service.	6,000
Sanitary Sewer – Professional Fee – Engineer favourable due to lower than anticipated costs incurred for 2020.	(7,000)
Sanitary Sewer – Grant expense favourable due to lower intake of subsidy programs as a result of COVID-19.	(47,000)
Sanitary Sewer – Interfunctional admin. charge unfavourable due to greater allocation of time from public works than anticipated.	14,000
Water Services	
Water - Canada Specific Grants favourable due to receipt of Canada Summer Jobs grant.	(8,000)
Water – User Charges favourable, primarily due to higher than anticipated residential consumption and fixed charges offset by lower than anticipated non-residential consumption.	(90,000)
Water – Wages & Benefits favourable primarily due to salary gapping, temporary position vacancies and lower health/disability rates than anticipated.	(144,000)
Water – Professional Development favourable due to cancellation of courses and training as a result of COVID-19.	(16,000)
Water – Materials & Supplies unfavourable due to unanticipated costs related to repairing & replacing hydrants, installation of breakaway kits on at risk hydrants in the event of a flood and the installation of a sampling station.	46,000

Budget Item	Amount
Water – Equipment Purchases unfavourable due the unanticipated need to purchase hydrant flushing units.	7,000
Water – Water Purchases favourable largely due to new blended rate.	(129,000)
Water – Maintenance Services unfavourable primarily due to two significant watermain repairs and asphalt restoration.	25,000
Water – Vehicle Parts & Service favourable due to less repairs required than anticipated in 2020.	(11,000)
Water – Professional Fees – Other favourable due to lower total costs incurred than anticipated.	(10,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the operating surplus for rate-supported departments of \$412,000.

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

**2020 Year End Variance - Capital Summary by Department
All Departments Except PWES**

Attachment 3

Department	Cost Centre	Project Name	Total Approved Budget as of Dec 31, 2020	Total Actuals as of Dec 31, 2020	Variance \$	Variance %	Substantially Completed as of Dec. 31, 2020
Corp. Shared	1916	Town Hall Expansion	\$ 3,436,435	\$ 2,807,983	\$ 628,452	18.3%	No
Corp. Shared	1919	Citizen Satisfaction Survey	\$ -	\$ 13,778	-\$ 13,778	0.0%	Yes
Corp. Shared		Total Corp. Shared	\$ 3,436,435	\$ 2,821,761	\$ 614,674	17.9%	
Arena	9999	Building - Environmental Control System	\$ 52,000	\$ 45,902	\$ 6,098	11.7%	No
Arena	9999	Rink Spectator Netting Replacement	\$ 18,000	\$ 12,900	\$ 5,100	28.3%	Yes
Arena	1917	Sportsplex - Achitect Grant Non Eligible Portion	\$ 280,952	\$ -	\$ 280,952	100.0%	No
Arena	1917	Sportsplex - Achitect Construction Phase	\$ 2,690,189	\$ 634,989	\$ 2,055,200	76.4%	No
Arena	1917	Sportsplex - Construction Non Rebateable HST	\$ 52,325,019	\$ -	\$ 52,325,019	100.0%	No
Arena	1917	McAuliffe Diamond Upgrade Artificial Infield	\$ 500,000	\$ -	\$ 500,000	100.0%	No
Arena	9999	Rink A Brine Pump and Chiller Replacement	\$ 200,000	\$ 171,755	\$ 28,245	14.1%	Yes
Arena	9999	Replacement (2) HVAC Units	\$ 28,000	\$ -	\$ 28,000	100.0%	No
Arena	9999	Second Floor Kitchen Renovation	\$ 10,000	\$ 9,901	\$ 99	1.0%	Yes
Arena	9999	Dressing Room HVAC Unit Upgrades	\$ 6,000	\$ 5,875	\$ 125	2.1%	Yes
Arena	9999	New Door and Insulation for Referees Room	\$ 5,000	\$ 4,830	\$ 170	3.4%	Yes
Arena	varies	Annual General Lifecycle Repairs	\$ 10,000	\$ 9,498	\$ 502	5.0%	Yes
Arena	9999	Rink B Brine Line Replacement	\$ 43,000	\$ 44,229	-\$ 1,229	-2.9%	Yes
Arena	9999	Arena Water Line Repairs	\$ 35,000	\$ 33,575	\$ 1,425	4.1%	Yes
Arena	9999	Additional Refrigeration Room Work	\$ 27,310	\$ 17,350	\$ 9,960	36.5%	Yes
Arena		Total Arena	\$ 56,230,470	\$ 990,804	\$ 55,239,666	98.2%	
				\$ -			
Pool	9999	Pump Replacement	\$ 10,000	\$ 3,333	\$ 6,667	66.7%	Yes
Pool	9999	Refurbish Tot Pool	\$ 23,000	\$ 17,808	\$ 5,192	22.6%	Yes
Pool	9999	Lap Pool Boiler Replacement	\$ 17,000	\$ 16,180	\$ 820	4.8%	Yes
Pool		Total Pool	\$ 50,000	\$ 37,321	\$ 12,680	25.4%	
				\$ -			
Buildings	1916	Town Hall Environmental Control System (BMS)	\$ 30,000	\$ 24,063	\$ 5,937	19.8%	No
Buildings	9999	Environmental Building Interior Upgrades	\$ 15,000	\$ 12,624	\$ 2,376	15.8%	No
Buildings	9999	Environmental Building Garage Exhaust System	\$ 22,000	\$ 21,598	\$ 402	1.8%	Yes
Buildings	9999	St. Clair Beach Community Centre Interior Upgrades	\$ 12,000	\$ 12,141	-\$ 141	-1.2%	Yes
Buildings	2002	Cada Library Architectal Services	\$ 60,000	\$ -	\$ 60,000	100.0%	No
Buildings	9999	Town Hall HVAC Replacement (3) Units	\$ 30,000	\$ -	\$ 30,000	100.0%	No
Buildings	9999	Town Hall Flooring Replacement	\$ 80,000	\$ 80,000	\$ -	0.0%	Yes
Buildings	4040	Carling Pavilion Replacement	\$ 45,000	\$ -	\$ 45,000	100.0%	No
Buildings	4371	St Mary's Pavilion Roof Replacement	\$ 10,000	\$ 9,973	\$ 27	0.3%	Yes

**2020 Year End Variance - Capital Summary by Department
All Departments Except PWES**

Attachment 3

Department	Cost Centre	Project Name	Total Approved Budget as of Dec 31, 2020	Total Actuals as of Dec 31, 2020	Variance \$	Variance %	Substantially Completed as of Dec. 31, 2020
Buildings	9999	McCord Lane Salt Shed Roof Replacement	\$ 50,000	\$ 15,071	\$ 34,929	69.9%	No
Buildings	9999	Fire Hall #1 Concrete Pad Refurbishment	\$ 20,000	\$ 23,787	-\$ 3,787	-18.9%	Yes
Buildings	9999	Fire Hall #1 HVAC Top unit	\$ 11,051	\$ 11,051	\$ 0	0.0%	Yes
Buildings		Total Buildings	\$ 385,051	\$ 210,308	\$ 174,743	45.4%	
				\$ -			
Fire	9999	4 Swiss Phone Pagers	\$ 3,000	\$ 2,552	\$ 448	14.9%	Yes
Fire	9999	8 Firefighter Helmets	\$ 4,000	\$ 7,202	-\$ 3,202	-80.1%	Yes
Fire	9999	10 Leather Boots	\$ 5,000	\$ 7,143	-\$ 2,143	-42.9%	Yes
Fire	9999	8 Sets of Firefighter Bunker Gear	\$ 20,800	\$ 23,381	-\$ 2,581	-12.4%	Yes
Fire	9999	Replacement of SCBA Equipment (amendment)	\$ 305,900	\$ 306,211	-\$ 311	-0.1%	Yes
Fire		Total Fire	\$ 338,700	\$ 346,489	-\$ 7,789	-2.3%	
Fleet-Public Works	9999	PW 07-11-3500 Dump Body	\$ 65,000	\$ -	\$ 65,000	100.0%	No
Fleet-Public Works	9999	PW 04-10 Single Axle Plow Truck	\$ 275,000	\$ -	\$ 275,000	100.0%	No
Fleet-Public Works		Subtotal Fleet-Public Works	\$ 340,000	\$ -	\$ 340,000	100.0%	
Fleet-Water	9999	W 04-12 2500 Service Truck	\$ 60,000	\$ -	\$ 60,000	100.0%	No
Fleet-Water	9999	WE 10-04 Trailer	\$ 2,600	\$ -	\$ 2,600	100.0%	No
Fleet-Water		Subtotal Fleet-Water	\$ 62,600	\$ -	\$ 62,600	100.0%	
Fleet-Parks	9999	P 12-09 Kubota B3030 Tractor	\$ 35,000	\$ 35,794	-\$ 794	-2.3%	Yes
Fleet-Parks	9999	P31-16 Jacobson R311T Mower	\$ 80,000	\$ 75,200	\$ 4,800	6.0%	Yes
Fleet-Parks	9999	P 22-14 Landscape Trailer	\$ 6,000	\$ 6,823	-\$ 823	-13.7%	Yes
Fleet-Parks	9999	P 23-12 Landscape Trailer	\$ 7,500	\$ 9,387	-\$ 1,887	-25.2%	Yes
Fleet-Parks	9999	P (32-34)-17 Kubota ZD1211 Mower (3)	\$ 54,000	\$ 48,662	\$ 5,338	9.9%	Yes
Fleet-Parks	9999	P 35-17 Kubota ZD 1211 Mower	\$ 19,000	\$ 16,221	\$ 2,779	14.6%	Yes
Fleet-Parks	9999	P 41-05 Aerator	\$ 10,000	\$ 15,162	-\$ 5,162	-51.6%	Yes
Fleet-Parks		Subtotal Fleet-Parks	\$ 211,500	\$ 207,249	\$ 4,251	2.0%	
Fleet-Building	9999	B 02-10 1500 Pickup Truck	\$ 30,000	\$ 32,424	-\$ 2,424	-8.1%	Yes
Fleet-Building		Subtotal Fleet-Building	\$ 30,000	\$ 32,424	-\$ 2,424	-8.1%	
Fleet-Recreation	9999	AE 04-98 Zamboni	\$ 110,000	\$ 111,251	-\$ 1,251	-1.1%	Yes
Fleet-Recreation	9999	M 03-20 1500 Pickup Truck	\$ 30,000	\$ 31,113	-\$ 1,113	-3.7%	Yes
Fleet-Recreation		Subtotal Fleet-Recreation	\$140,000	\$142,364	-\$2,364	-1.7%	
Fleet-Outfitting	9999	Fleet-Outfitting (Actuals Allocated to Individual Vehi	\$ 13,500	\$ -	\$ 13,500	100.0%	Yes
Fleet		Total Fleet	\$ 797,600	\$ 382,037	\$ 415,563	52.1%	

**2020 Year End Variance - Capital Summary by Department
All Departments Except PWES**

Attachment 3

Department	Cost Centre	Project Name	Total Approved Budget as of Dec 31, 2020	Total Actuals as of Dec 31, 2020	Variance \$	Variance %	Substantially Completed as of Dec. 31, 2020
				\$ -			
IT	9999	Copiers (carry forward)	\$ 75,000	\$ 44,300	\$ 30,700	40.9%	Yes
IT	9999	PC Replacements	\$ 20,000	\$ 29,550	-\$ 9,550	-47.8%	Yes
IT	9999	Network Upgrades	\$ 15,000	\$ 18,840	-\$ 3,840	-25.6%	Yes
IT	9999	Video Surveillance	\$ 6,000	\$ 1,526	\$ 4,474	74.6%	Yes
IT	9999	A/V Systems	\$ 5,000	\$ 7,162	-\$ 2,162	-43.2%	Yes
IT	9999	Miscellaneous Software	\$ 3,000	\$ -	\$ 3,000	100.0%	No
IT	9999	Fire Department Software	\$ 20,000	\$ -	\$ 20,000	100.0%	No
IT	9999	Data Backup Solution	\$ 8,000	\$ -	\$ 8,000	100.0%	No
IT	9999	Arena Sound System	\$ -	\$ 2,572	-\$ 2,572	0.0%	Yes
IT	9999	Server	\$ -	\$ 3,816	-\$ 3,816	0.0%	Yes
IT	9999	RED Grant- City Reporter Software Licence	\$ -	\$ 20,997	-\$ 20,997	0.0%	Yes
IT		Subtotal IT- CC 9999	\$ 152,000	\$ 128,763	\$ 23,237	15.3%	
IT	1919	Work Order Management Software Update	\$ 20,800	\$ 20,800	\$ -	0.0%	Yes
IT	1919	Community Engagement Survey	\$ 7,564	\$ 7,564	\$ -	0.0%	Yes
IT	1919	Council Chambers Upgrades	\$ 66,778	\$ 66,778	\$ -	0.0%	No
IT	1919	Mobile Technology	\$ 15,178	\$ 15,178	\$ -	0.0%	Yes
IT	1919	Webcasting & Closed Captioning	\$ 22,820	\$ 22,820	\$ -	0.0%	Yes
IT	1919	MMF St. Mary's to Fund 12	\$ 373	\$ 373	\$ -	0.0%	Yes
IT		Subtotal IT- CC 1919 MMF	\$ 133,513	\$ 133,513	\$ -	0.0%	
IT		Total IT	\$ 285,513	\$ 262,276	\$ 23,237	8.1%	
Parks	4021	Boardwalk Repairs at Brighton Beach Park	\$ 1,598	\$ 1,598	\$ -	0.0%	Yes
Parks	4022	Buster Reaume playset replacement	\$ 50,000	\$ -	\$ 50,000	100.0%	No
Parks	4070	Dorset playset replacement	\$ 35,000	\$ -	\$ 35,000	100.0%	No
Parks	4071	Dresden playset replacement	\$ 35,000	\$ -	\$ 35,000	100.0%	No
Parks	4131	Optimist Park playset replacement	\$ 100,000	\$ -	\$ 100,000	100.0%	No
Parks	4131	Optimist Park Bike Stations Repairs	\$ 3,309	\$ 3,309	\$ -	0.0%	Yes
Parks	4230	Lacasse Grandstand Replacement design	\$ 60,000	\$ -	\$ 60,000	100.0%	No
Parks	4234	Lakewood North - Historical Storyboard Installation	\$ 10,000	\$ -	\$ 10,000	100.0%	No
Parks	4234	Lakewood Park Drainage	\$ 10,000	\$ 9,667	\$ 333	3.3%	Yes
Parks	4234	Lakewood Park Pier Decking Replacement	\$ 125,000	\$ 126,554	-\$ 1,554	-1.2%	Yes
Parks	4234	Community Electronic LED Sign Message Displays - Lak	\$ 65,000	\$ -	\$ 65,000	100.0%	No
Parks	4250	McAuliffe Park Washroom Renovation	\$ 15,000	\$ 3,020	\$ 11,980	79.9%	No

**2020 Year End Variance - Capital Summary by Department
All Departments Except PWES**

Attachment 3

Department	Cost Centre	Project Name	Total Approved Budget as of Dec 31, 2020	Total Actuals as of Dec 31, 2020	Variance \$	Variance %	Substantially Completed as of Dec. 31, 2020
Parks	4250	McAuliffe Park - Bleacher Replacement	\$ 8,000	\$ 9,003	-\$ 1,003	-12.5%	Yes
Parks	4250	McAuliffe Park - Tennis Court Lighting	\$ 10,386	\$ 10,386	\$ -	0.0%	Yes
Parks	4250	Community Electronic LED Sign Message Displays - Mc	\$ 65,000	\$ -	\$ 65,000	100.0%	No
Parks	4250	Splash Pad - McAuliffe Park	\$ 250,000	\$ 226,105	\$ 23,895	9.6%	Yes
Parks	4310	Arrowhead Park- Install Manufactured Wood Chips unde	\$ 15,000	\$ 14,246	\$ 754	5.0%	Yes
Parks	4371	St Marys Park Walkway at splashpad	\$ 10,000	\$ 9,802	\$ 198	2.0%	Yes
Parks	4371	St Marys Park Irrigation for Infield	\$ 8,000	\$ 5,750	\$ 2,250	28.1%	Yes
Parks	4400	Tecumseh Centre Park- Park Repairs Stations	\$ 3,309	\$ 3,309	\$ -	0.0%	Yes
Parks	4999	Tree Planting	\$ 30,000	\$ 11,713	\$ 18,287	61.0%	Yes
Parks	9999	Parks, Recreation & Trails Master Plan Update	\$ 45,000	\$ -	\$ 45,000	100.0%	No
Parks	varies	Park Sign Replacements various parks	\$ 15,000	\$ 1,150	\$ 13,850	92.3%	No
Parks	varies	In Ground Garbage Containers	\$ 14,614	\$ -	\$ 14,614	100.0%	Yes
Parks	varies	Various - Park Bench Replacement and Installation	\$ 15,000	\$ 15,734	-\$ 734	-4.9%	Yes
Parks	varies	Sports Fields Top Dressing Overseeding	\$ 15,000	\$ 14,852	\$ 148	1.0%	Yes
Parks	4001	Arrowhead Park- Install Manufactured Wood Chips unde	\$ 18,000	\$ 17,961	\$ 39	0.2%	Yes
Parks	varies	Baseball Infield Clay various parks	\$ 18,000	\$ 8,205	\$ 9,795	54.4%	Yes
Parks	varies	Commemorative Tree Plaque	\$ -	\$ 229	-\$ 229	0.0%	Yes
Parks		Annual Project Allocations	\$ 23,402	\$ 25,337	-\$ 1,935	-8.3%	Yes
Parks		Total Parks	\$ 1,073,618	\$ 517,930	\$ 555,688	51.8%	
Grand Total		All Departments Except PWES	\$ 62,597,387	\$ 5,568,926	\$ 57,028,462	91.1%	

**2020 Year End Variance - Capital Summary by Department
PWES**

Attachment 4

Cost Centre	Project Name	Total Approved Budget as of Dec 31, 2020	Total Actuals From Project Start to Dec. 31, 2020	Variance \$	Variance %
0001	Sidewalk Repair Program - Various Locations	\$ 69,000	\$ 836	\$ 68,164	98.8%
0002	Road Paving - Asphaltting	\$ 1,100,000	\$ 995,809	\$ 104,191	9.5%
0002	Road Paving - Crack Sealing	\$ 100,000	\$ -	\$ 100,000	100.0%
0002	Road Paving - Tar & Chip	\$ 100,000	\$ -	\$ 100,000	100.0%
1703	Riverside Drive Trail	\$ 850,000	\$ 48,274	\$ 801,726	94.3%
1718	Manning Road/ETLD Drain Relocation - Phase 2	\$ 283,000	\$ 307,394	-\$ 24,394	-8.6%
1719	Manning Road Reconstruction - Phase 3	\$ 228,000	\$ 248,779	-\$ 20,779	-9.1%
1804	Bridge #1013 - Merrick Creek at 8th Concession	\$ 197,930	\$ 192,152	\$ 5,778	2.9%
1807	Sylvestre Drive Sanitary Sewer Extension	\$ 285,000	\$ 149,482	\$ 135,518	47.6%
1808	Hwy#3/County Road 11 Watermain Replacement	\$ 2,316,700	\$ 936,536	\$ 1,380,164	59.6%
1902	Traffic Signal Controller Update	\$ 150,000	\$ 55,548	\$ 94,452	63.0%
1904	Expansion/Improvements PW Yard (North)	\$ 30,000	\$ 64,945	-\$ 34,945	-116.5%
1909	Manhole Restoration Program	\$ 150,000	\$ 156,101	-\$ 6,101	-4.1%
1910	Cty Rd 46/Webster/Laval Sanitary Sewer Extension	\$ 445,250	\$ 171,765	\$ 273,485	61.4%
1911	Del Duca Drive Sanitary Sewer	\$ 372,350	\$ 138,736	\$ 233,614	62.7%
1913	Sanitary Sewer Model Update & Flow Monitoring	\$ 295,000	\$ 307,058	-\$ 12,058	-4.1%
1915	Scully & St. Mark's Storm PS/Riverside Drive	\$ 797,250	\$ 123,923	\$ 673,327	84.5%
1918	Tecumseh Road Sanitary - Lesperance to Southfield	\$ 3,067,700	\$ 1,602,318	\$ 1,465,382	47.8%
1921	MRSPA Stormwater Facility	\$ 2,780,000	\$ 1,247,925	\$ 1,532,075	55.1%
2001	CR11/STR Roundabout - Advanced Watermain Modifications (amendme	\$ 30,000	\$ 32,975	-\$ 2,975	-9.9%
2003	Tecumseh Road Path - Arlington to DM Eagle	\$ 100,000	\$ -	\$ 100,000	100.0%
2004	Tecumseh Signage Project	\$ 16,000	\$ 4,020	\$ 11,980	74.9%
2005	Lesperance/VIA Rail Improvements	\$ 186,000	\$ -	\$ 186,000	100.0%
2006	Lanoue Street Improvements	\$ 363,300	\$ 81,451	\$ 281,849	77.6%
2007	Bridge & Culvert Needs Study (>3m Span)	\$ 39,000	\$ 31,129	\$ 7,871	20.2%
2008	CR42: CR19 to CR43 (Sidewalks and Bike Lanes)	\$ 90,000	\$ -	\$ 90,000	100.0%
2009	CR42/43 Const. including 12th&Banwell Watermains	\$ 825,950	\$ 21,654	\$ 804,296	97.4%
2010	Shoreline Management Plan	\$ 350,000	\$ 123,870	\$ 226,130	64.6%
2011	Stormwater Rate Study	\$ 45,000	\$ 28,872	\$ 16,128	35.8%
2012	Tecumseh Hamlet EA and Functional Servicing Study	\$ 310,000	\$ 91,002	\$ 218,998	70.6%
2013	St. Marks Pumping Station (Amendment)	\$ 36,433	\$ 28,713	\$ 7,720	21.2%
2016	Manning Road Pump Station – Fish Pond Inlet Erosion Repair (Amendm	\$ 100,000	\$ 14,813	\$ 85,187	85.2%
2104	2020 Water and Wastewater Rates Study	\$ 20,000	\$ -	\$ 20,000	100.0%
9999	Oldcastle Storm Drainage Master Plan	\$ 450,000	\$ 436,833	\$ 13,167	2.9%
1626/1609/1625	Tecumseh Road CIP - Streetscape Plan, Final Design & Ph 1 & 2	\$ 1,604,700	\$ 1,461,680	\$ 143,020	8.9%
Grand Total		\$ 18,183,563	\$ 9,104,593	\$ 9,078,970	49.9%



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: September 14, 2021

Report Number: FS- 2021-10

Subject: 2020 Annual Report on Investment and Cash Management

Recommendations

It is recommended:

That the 2020 Annual Report on Investment and Cash Management **be received** for information.

Background

Investment Policy

As per Policy #87 – Investment Policy, “the Town of Tecumseh (Town) strives for the optimum utilization of its cash resources within statutory limitations and the basic need to protect and preserve capital, while maintaining solvency and liquidity to meet ongoing financial requirements.”

The Director Financial Services & Chief Financial Officer is required to submit an Investment Report to Council at least annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year. The report is to include the following:

- Listing of individual securities held at the end of the reporting period.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.
- Average weighted yield to maturity on investments.
- A statement by the Director Financial Services & Treasurer as to whether or not, in his or her opinion, all investments were made in accordance with the investment policies and goals adopted by the Town.

- Such other information that Council may require or that, in the opinion of the Director Financial Services & Treasurer, should be included.

Policy # 87 meets the requirements set forth in *O. Reg. 438/97, Eligible Investments and Related Financial Agreements*.

Recent Legislative Changes

Amendments to the *Municipal Act, 2001* passed under the *Modernizing Ontario's Municipal Legislation Act, 2017* have been proclaimed in force as of March 1, 2018. These amendments, together with changes to *O. Reg. 438/97, Eligible Investments and Related Financial Agreements*, provide eligible municipalities with access to investing in any security in accordance with the prudent investor standard and other requirements set out in the regulation.

The legislative changes will expand municipal investment options by allowing greater choice, flexibility and portfolio diversity. This may help municipalities earn better rates of return.

To qualify for the new standard, municipalities must have (i) \$100 million in investments individually or together with one or more other municipalities, or (ii) individually have net financial assets of \$50 million as per FIR Schedule 70. Additional formal oversight, policies and monitoring measures will be required.

As of March 2019, municipalities that wish to invest under the prudent investor standard will need to pass an appropriate by-law.

There is no immediate decision or action required. Ultimately, it is up to each individual municipality to decide if this standard is appropriate based on their individual needs.

Comments

Investment Report

Table 1 contains the listing of individual securities held at the end of the reporting period, percentage of the total portfolio, and the average weighted yield to maturity with comparison values for the prior two years.

Term length	2020			2019			2018		
	Amount @ Dec 31	% of Funds	Ave. Int. Rate	Amount @ Dec 31	% of Funds	Ave. Int. Rate	Amount @ Dec 31	% of Funds	Ave. Int. Rate
Cash	\$ 3	0%		\$ 4	0%		\$ 3	0%	
Bank Balances	\$ 51,729	78%	1.95%	\$ 44,657	76%	2.99%	\$ 37,529	73%	2.81%
Short-Term	\$ 51,732	78%	1.95%	\$ 44,661	76%	2.99%	\$ 37,532	73%	2.81%
Drain 5 year Receivables	\$ 220	0%	9.70%	\$ 262	0%	3.71%	\$ 305	1%	3.17%
EPC Financing Agreement	\$ 1,544	2%	3.80%	\$ 1,544	3%	3.80%	\$ 1,544	3%	3.80%
Medium-Term	\$ 1,764	3%	4.54%	\$ 1,806	3%	3.79%	\$ 1,849	4%	3.71%
EPC - Equity - Common	\$ 11,170	17%	4.12%	\$ 10,693	18%	4.30%	\$ 10,565	21%	4.23%
EPC - Equity - Green	\$ 374	1%	7.00%	\$ 374	1%	7.00%	\$ 374	1%	7.00%
EPC - Equity - Total	\$ 11,544	17%	4.21%	\$ 11,067	19%	4.39%	\$ 10,939	21%	4.32%
ONE Fund - Equity	\$ 1,446	2%	0.00%	\$ 1,400	2%	0.00%	\$ 1,200	2%	0.00%
Long-Term	\$ 12,990	20%	0.00%	\$ 12,467	21%	0.00%	\$ 12,139	24%	0.00%
Total Funds	\$ 66,486	100%	2.35%	\$ 58,934	100%	3.20%	\$ 51,520	100%	3.09%

Note:

1. EPC - Equity - Common amount is recorded using the modified equity basis of accounting. The Town recognizes its equity interest in the annual income or loss of EPC in its Consolidated Statement of Operations with a corresponding increase or decrease in its investment account. Any dividends that the Municipality receives from EPC are reflected as reductions in the investment account. The Average Interest Rate earned is calculated based on the change in the investment account balance.
2. The percentage of funds by category remains within limits specified in Policy # 87 - Investment Policy.

Section 6.2 of the Investment Policy states that, “**Short-term** funds will be compared to the return on the three-month Government of Canada Treasury Bills and the ONE Investment Program’s Money Market Fund.” The 1.95% rate of return compares favourably with the ONE Fund and Canada Treasury Bills 1 year returns for:

- High Interest Savings Account 1.23%
- Money Market Portfolio 0.85%
- Canada Treasury Bills 0.43%

Note that the Town’s rate of return for the cash balances above does not include the benefit of an absence of fees for most banking services.

Although the Investment Policy is silent on performance standards for the **medium-term** investments, the Town’s 4.54% 2020 actual return compares to:

- ONE - Canadian Corporate Bond Portfolio 7.54%
- Scotia Bond Fund 7.50%

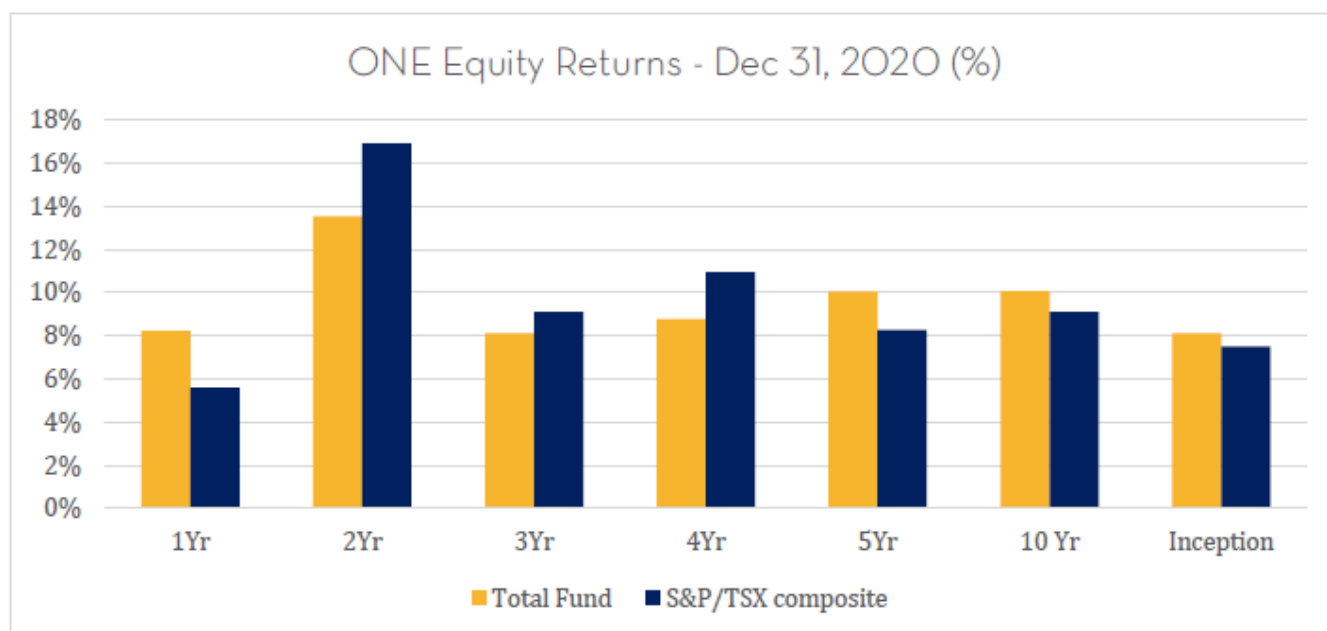
Investment Policy Performance Standards 6.3 states, “**Long-term** funds will be compared to Scotia McLeod’s All Government Short Term Bond Index and ONE Fund’s Bond Investment Program.” The Scotia McLeod Index is no longer available and is replaced by RBC Canadian Government Bond Index Fund. The Essex Power Corporation return of 4.21% compares to:

- RBC Canadian Government Bond Index Fund 6.70%
- ONE – Canadian Government Bond Portfolio 5.29%
- ONE – Canadian Corporate Bond Portfolio 7.54%

Note that any inherent growth in the market value of Essex Power Corporation (EPC) Common shares is not reflected in the analysis within this report.

As an additional long-term investment, the Town began participating in the ONE Investment Program Equity Portfolio in 2016 under by-law 2016-15. As shown in Table 1, \$1,446,000 has been invested to date: \$1,400,000 from the Post Retirement Reserve Fund and the remainder from reinvested income and capital gains. Since these funds were not going to be required for a considerable number of years, it was felt that it would be appropriate to invest in the equity market. History has shown that the equity market, over the long term, outperforms the short and medium term markets.

Annual returns for the ONE Canadian Equity Portfolio, and the S&P/TSX Composite Index, are shown in the graph below.



As illustrated, the ONE Equity net return on an annualized basis since the Fund launched in January 2007 was 7.26%, and has historically exceeded returns of the S&P/TSX Composite Index.

The following table shows the performance of the Town's investment in the ONE Equity Portfolio:

Year	Book Value	Market Value	Return	Return*
2016	\$ 400,000	\$ 415,829	14.18%	14.18%
2017	\$ 1,000,000	\$ 1,095,684	10.97%	11.42%
2018	\$ 1,200,000	\$ 1,261,004	-3.07%	3.22%
2019	\$ 1,399,999	\$ 1,713,193	17.48%	14.72%
2020	\$ 1,446,339	\$ 1,824,962	3.81%	5.35%
*Since initial investment in June 2016				

The table below shows the listing of investments with respective maturity dates.

Listing of Maturity Dates			
	Book Value	Interest Rate	Maturity Date
Short-Term			
Cash & Bank	\$ 51,731,979	2.04%	N/A
Medium-Term			
Drain 5 year Receivables			
2016	\$ 19,325	2.95%	2021
2017	\$ 42,486	3.28%	2022
2018	\$ 56,030	3.96%	2023
2019	\$ 48,961	4.00%	2024
2020	\$ 53,575	2.70%	2025
Medium-Term Total	\$ 220,377		
EPC Financing Agreement	\$ 1,544,408	3.80%	2020
Long-Term			
EPC - Equity - Common	\$ 11,170,419	N/A	N/A
EPC - Equity - Green	\$ 373,043	N/A	2030
ONE Fund - Equity	\$ 1,446,338	N/A	N/A
Long-Term Total	\$ 12,990,700		

Treasurer's Statement

I, Tom Kitsos, Director Financial Services & Chief Financial Officer, hereby state that in my opinion all investments were made in accordance with the investment policies and goals adopted by the Town.

Consultations

None

Financial Implications

Actual investment income for the past three years is shown in Table 3.

TABLE 3

Investment Income Summary		2020	2019	2018
Cash & Bank	Bank Interest	\$ 1,052,681	\$ 1,383,367	\$ 1,098,023
Drain 5 year Receivables	Interest	21,382	9,721	8,416
EPC Financing Agreement	Interest	58,688	58,688	58,688
Total - Interest Income		80,070	68,409	67,104
EPC - Equity - Common	Dividends	460,099	460,099	446,572
EPC - Equity - Green	Dividends	26,176	26,176	26,176
Total - EPC Equity Dividends		486,275	486,275	472,748
ONE Fund - Equity		-	-	-
Total - Dividend Income		486,275	486,275	472,748
Total Investment Income		\$ 2,105,301	\$ 2,424,326	\$ 2,110,623

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Nick Meloche, CPA, B.Com
Financial Analyst Revenue

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: September 14, 2021

Report Number: FS- 2021-11

Subject: Transfer Payment Agreements for Projects in Municipal Modernization Program- Intake 2

Recommendations

It is recommended:

That By-laws 2021-68, 2021-69 and 2021-70, on the September 14, 2021 Regular Council Meeting Agenda, **be adopted** to authorize the Mayor and Clerk to sign a Transfer Payment Agreement for each of three projects submitted to the Municipal Modernization Program – Intake 2 between Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Province”) and The Corporation of the Town of Tecumseh (the “Recipient”), with financial content satisfactory to the Town’s Chief Financial Officer, for the grants to be received to fund three projects including:

- investigating shared economic development opportunities and shared services with Lakeshore;
- the creation of a Digital Strategy and Business Continuity Plan for adoption; and
- business process optimization for the Town’s payroll process.

Background

On March 9, 2021, Council Report CAO-2021-05 “Municipal Modernization Program (MMP) – Intake 2” was presented to the Mayor and Members of Council, seeking authorization to make a submission to the Program’s Review Stream for funding three projects:

- investigating shared economic development opportunities and shared services with Lakeshore;

- the creation of a Digital Strategy and Business Continuity Plan for adoption; and
- business process optimization for the Town's payroll process.

The Review Stream of the program investigates opportunities to modernize service delivery processes with the objective of finding savings and efficiencies. These initiatives are to be undertaken by a third party reviewer and result in a public report posted to the municipality's website.

Full project details are provided in Council Report CAO-2021-05.

Comments

The Town successfully obtained grants for all three projects. Transfer Payment Agreements (TPA's) must be signed by the Mayor and Clerk and returned, along with a Certificate of Insurance to the Ministry of Municipal Affairs and Housing by September 20, 2021.

Consultations

Chief Administrative Officer
Corporate Services & Clerk
Information & Communication Services

Financial Implications

MMP Intake 2 provides for 100% project funding of eligible costs up to the maximum grant amounts available for each project, as listed in the following table. Eligible costs must be incurred prior to March 31, 2022 in each case. The Town's contribution would be in-kind through staff time and any related internal expenses covered by the Council-approved operating budget.

Project Name for MMHA Grant	Maximum Amount
Town of Tecumseh Digital Strategy, Business Continuity, and Disaster Recovery Plan Review	\$80,000
Town of Tecumseh Payroll Systems Review	\$40,000
Town of Tecumseh and Municipality of Lakeshore Economic Development Study	\$47,000

Link to Strategic Priorities

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

Marilu Zanet, CPA, CMA
Financial Analyst

Reviewed by:

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

Reviewed by:

Shaun Fuerth, BCS
Director Information & Communication Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Parks & Recreation Services

To: Mayor and Members of Council

From: Paul Anthony, Director Parks & Recreation Services

Date to Council: September 14, 2021

Report Number: PRS- 2021-13

Subject: Tecumseh Recreation Complex and Arena COVID-19 Screening Process

Recommendations

It is recommended:

That Parks and Recreation Report No. PRS-2021-13, respecting the Tecumseh Recreation Complex and Arena COVID-19 Screening Process, **be received**;

And that Administration **be directed** to implement the COVID-19 screening process as outlined in Parks and Recreation Report No. PRS-2021-13, respecting the Tecumseh Recreation Complex and Arena COVID-19 Screening Process for the remainder of 2021;

And further that the costs associated with staffing the COVID-19 Screening Process as outlined in Parks and Recreation Report No. PRS-2021-13, respecting the Tecumseh Recreation Complex and Arena COVID-19 Screening Process be funded out of the 2021 COVID-19 Recovery Funding for Municipalities Program funds allocated to the Town and / or the Town's Tax Rate Stabilization Reserve if necessary.

Executive Summary

The Province of Ontario announced that as of September 22, 2021, Ontarians will need to be fully vaccinated to access certain public settings and facilities. Administration is proposing a process for the Tecumseh Recreation Complex and Arena to implement and enforce this provincial program.

Background

On September 1, 2021 the Province of Ontario announced that as of September 22, 2021, Ontarians will need to be fully vaccinated and provide proof of vaccination along with photo ID to access certain public settings and facilities. Additionally, screening for symptoms of COVID-19 continues to be in effect.

Comments

Reflective of the direction from the Province, Administration is proposing the following process for the Tecumseh Recreation Complex and Arena (Arena) to implement and enforce the provincial program:

1. Screening – Individuals entering the Arena will be required to complete a COVID-19 health screening prior to entering the building.
 - A new online screening application will be created specifically for individuals entering the Arena.
 - The application will be available using the URL www.TecumsehArenaScreening.ca and will be accessible on any mobile device
 - Quick Response, also known as “QR Code” will be available and posted at the entrance of the Arena and when scanned will direct individuals to the www.TecumsehArenaScreening.ca website
 - The online screening questions will include:
 - i. Name
 - ii. Email
 - iii. Time in the building: Morning, Afternoon, Evening
 - iv. Number of individuals in the party
 - v. COVID-19 health screening questions
 - Upon completion of the screening questions, the application will indicate a green check-mark for those that may proceed into the building or a red x for those that did not pass the screening.
2. Verification of vaccination – Individuals entering the Arena will be required to show proof of vaccination (two doses plus 14 days) and a photo ID. Those that cannot receive the vaccine due to medical exemptions will be permitted entry with a doctor’s note until recognized medical exemptions can be integrated as part of the Province of Ontario’s digital vaccine certificate. Children who are 11 years of age and younger and unable to be vaccinated will also be exempted from these requirements.
3. Controlled access – the Arena will implement controlled access by directing one-way entrance into the building and one-way exit out of the building. This will allow for individuals to pass by staff upon entering the building to show completion of screening and vaccination status.

- Entrance: The front doors of the building will be designated as enter only
 - Exit: The doors located on the east and west side of the Arena lobby will be designated as exit only
4. Parks and Recreation Administration Office (Office) – Since the start of the pandemic, the Office has continued to service customers using online and over-the-phone options to limit the need for in-person office visits and situations that required in-person assistance have been done through scheduled appointments. As the Office is located within the Arena, those entering the facility will have to pass through the screening workstation. As a result, Administration is recommending that those attending the Office also be required to complete the screening questions and show vaccination status.

Staffing requirements:

In order to confirm individuals entering the Arena have completed the required screening and confirm vaccination status, a workstation will be set up in the lobby for the individuals to show screening completion and vaccination status to Arena personnel.

It is anticipated that some members of the community may not be compliant with the screening and/or vaccination requirements and the assistance of trained security personnel will be required for these situations. Therefore, Administration is recommending that the services of a professional security company be engaged to provide personnel to assist with the screening station. It is anticipated there would be 115.5 hours per week required for security personnel.

Administration plans to extend the schedule of existing staff members to ensure coverage of the screening station. It is anticipated there would be 18.5 hours per week required for additional staff to cover the screening station.

These additional measures are recommended for the remainder of 2021, after which Administration will report back to Council to assess ongoing requirements for 2022.

Consultations

Financial Services

Information & Communication Services

Financial Implications

Costs associated with the above have not yet been determined as Administration is still obtaining quotes. However early projections anticipate costs up to \$54,000 for staffing September to December 2021. In addition, the cost to develop the screening application is \$5,000.

The total estimated cost of \$59,000 is a direct COVID-19 operating financial pressure and is therefore an eligible expenditure with respect to the province's 2021 COVID-19 Recovery Funding for Municipalities program (Program). The Town has been allocated funding through this Program and it is anticipated that these funds will be sufficient to fully offset this

unbudgeted expenditure, however if insufficient, the Town's Tax Rate Stabilization Reserve would be accessed.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Kerri Rice
Manager Recreation Special Projects

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name



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: September 14, 2021

Report Number: PBS-2021-41

Subject: Tecumseh Transit Service (TTS)
January to June 2021 Status Report
OUR FILE: T03 TTS

Recommendations

It is recommended:

That PBS-2021-41 – Tecumseh Transit Service (TTS), January to June 2021 Status Report, **be received.**

Executive Summary

This Report provides Council with an overview of ridership totals for the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2021 calendar year. Due to the COVID-19 pandemic, TTS continues to experience low ridership levels with no revenues being generated. The lack of revenue during this time is due to the decision of the Town to eliminate the transit fare early on in the COVID-19 emergency (March 23, 2020). Elimination of transit fares has been a measure implemented by many transit operations across the country in an effort to keep transit riders and drivers safe while continuing to provide this essential service to the community. The revenue shortfall is expected to be fully offset from Provincial grant funding through the Safe Restart Agreement (SRA) program.

Background

The Tecumseh Transit Service (TTS) is now mid-way into its twelfth year of operation since it was introduced to the northerly urban area of the Town in December of 2009. The TTS operates on a circuitous route with a one-hour headway covering 30 kilometres and 43 stops.

The Town manages the service but contracts the operation and maintenance of the two Town-owned buses to First Student Canada (FSC).

The purpose of this Planning Report is to provide Council with a ridership and revenue overview of the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2021 calendar year. As expected, due to the COVID-19 pandemic and related Provincial Orders, there has been a decrease in overall ridership. No revenues have been generated since Council authorized the waiving of transit fees effective March 23, 2020. This cancellation of fees continued to the end of this reporting period. This measure has been implemented by many transit operations across the country in an effort to keep transit riders and drivers safe while continuing to provide this essential service to the community.

Comments

January to June 2021 Ridership Analysis

In the first three months of the year, the TTS experienced lower average daily ridership when compared against the same period for 2020 due to the fact that the first three months of 2020 stats were primarily pre-COVID. The balance of the months (April to June) experienced an increase in ridership levels when compared to the same months in 2020, which were affected by the pandemic. Monthly average daily ridership for the first six months of 2021 ranged from a high of 38 riders per day in March to a low of 25 riders per day in January (see Figure 1 below).

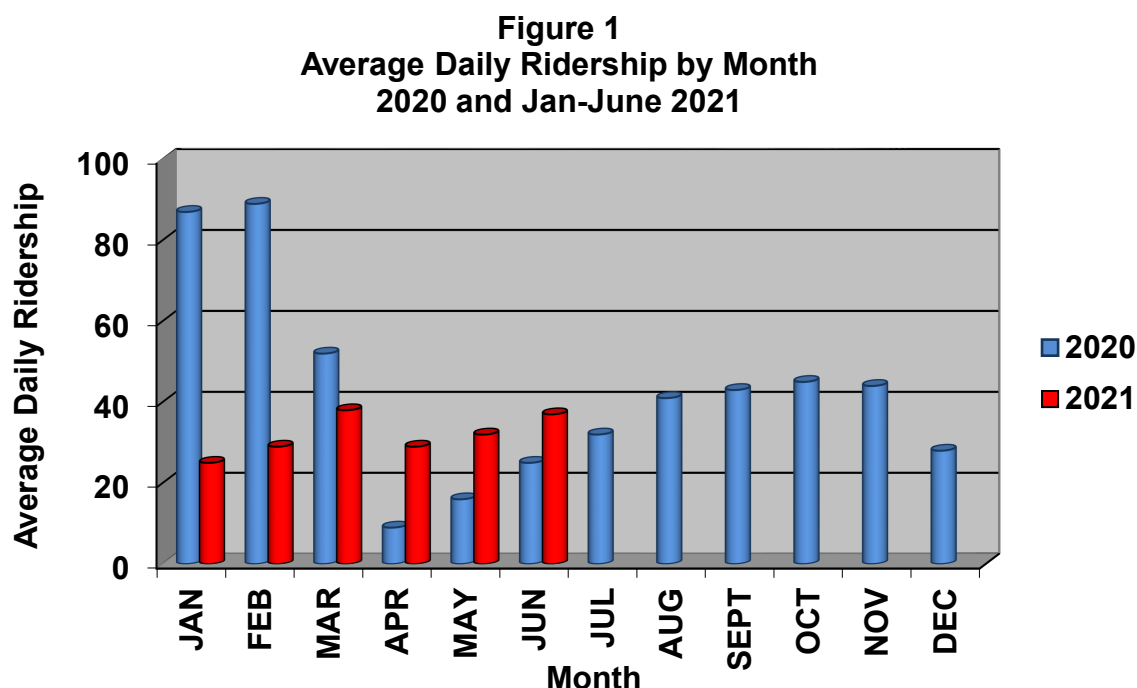


Figure 2 below illustrates ridership levels in the form of total monthly ridership from January 2020 to the end of June 2021. Similar to average daily ridership levels, total monthly ridership

for the first three months of the year was lower when compared against the same period for 2020 and the balance of the months (April to June) experienced an increase in total monthly ridership levels when compared to the same months in 2020, which were affected by the pandemic. The highest monthly ridership total in the first six months of 2021 was recorded in March with 1,023 boardings.

Figure 2
Total Monthly Ridership
2020 and January-June 2021

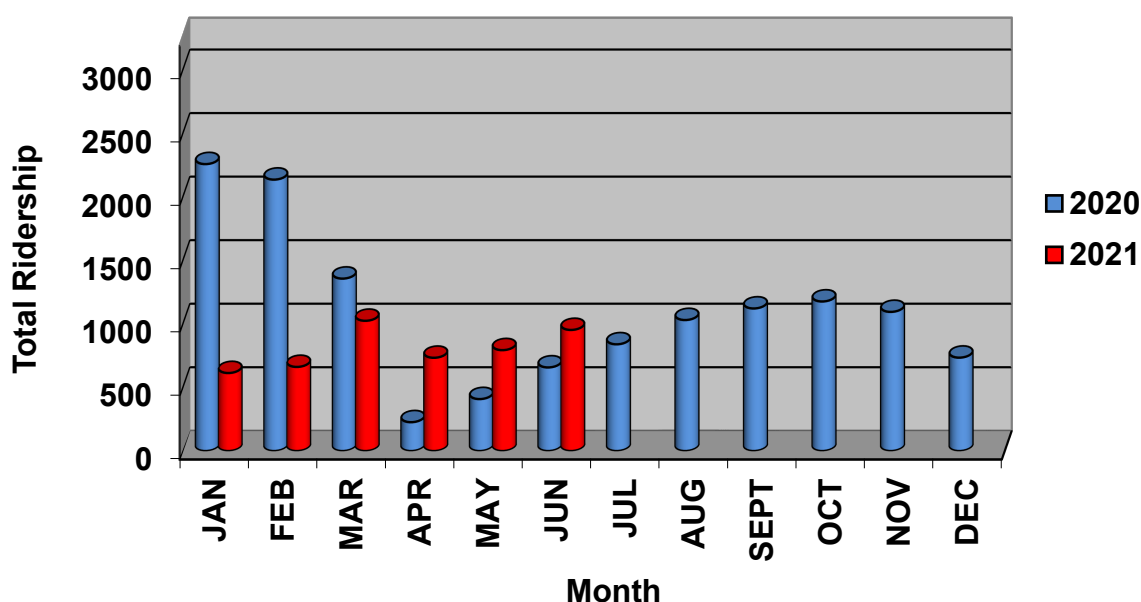


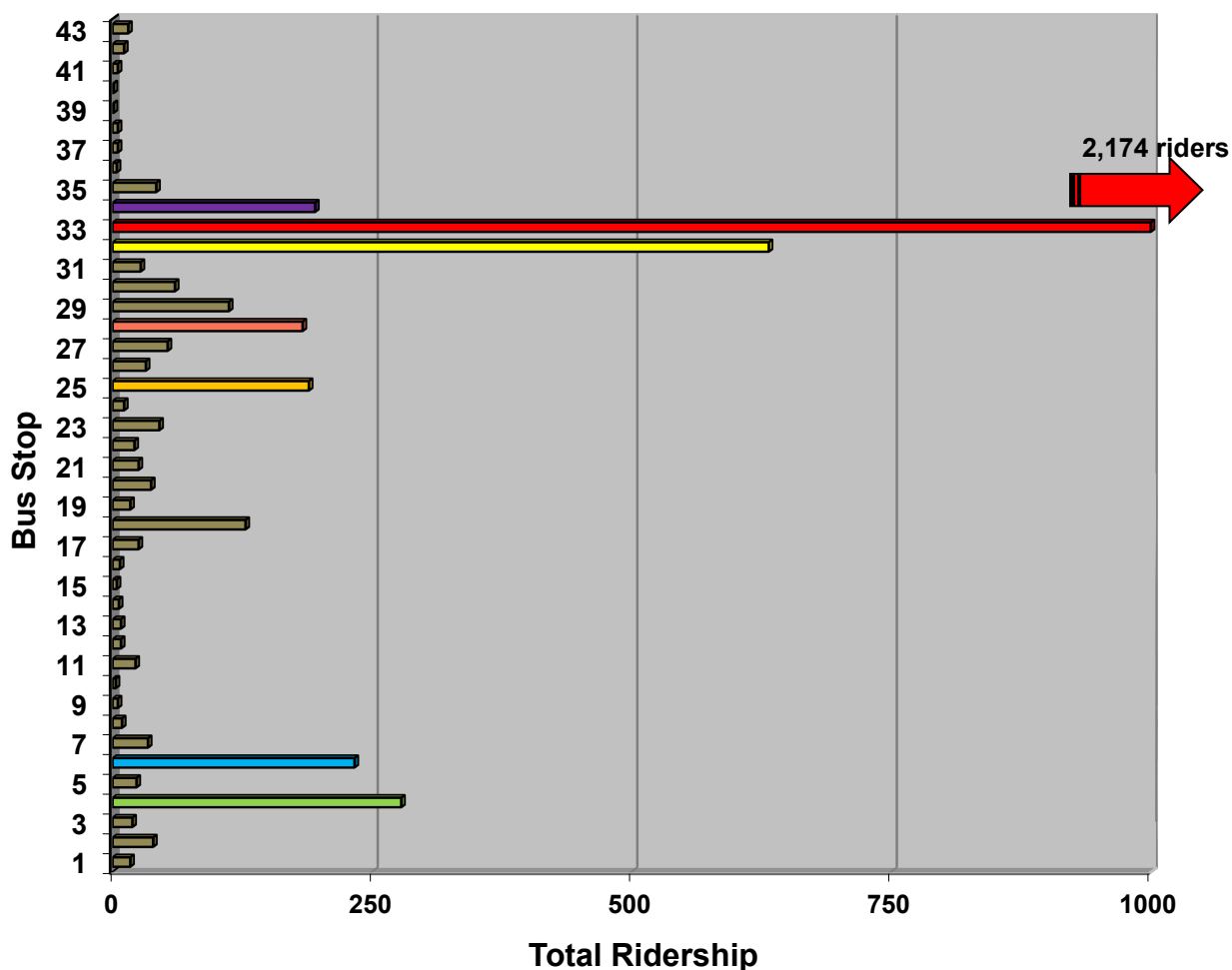
Figure 3 below and Attachment 1 illustrate ridership levels by bus stop for the first six months of 2021. The reduction in overall ridership levels did not impact where riders boarded the TTS, as the most frequently used stops continued to be the ones that were the most popular pre-pandemic. The bus stop at Tecumseh Mall (red bar) continues to be the most popular stop/destination with 2,174 passengers boarding the TTS bus at this location, accounting for 45.6% of all passengers for the first six months of 2021.

The next most popular stops for this period were:

- the bus stop immediately preceding the Tecumseh Mall stop on Southfield Drive (yellow bar – 13.2% of passengers);
- the Food Basic grocery store plaza on Manning Road (green bar – 5.8% of passengers);
- the Zehrs grocery store plaza on Manning Road (blue bar – 4.9% of passengers); and
- the bus stop immediately after the Tecumseh Mall stop at Southfield Drive (purple bar), the bus stop on Lesperance Road at Little River (orange bar), and the bus stop on

Shawnee Road at Arbour Street (pink bar), which each generated between 3.8 and 4.1% of passengers.

Figure 3
Total Ridership by Bus Stop
January to June 2021



As illustrated in Figure 4 below, the TTS was in highest demand during the early morning period of 6:00 a.m. to 8:00 a.m., accounting for 16.2% of the total ridership, and the afternoon peak period between 1:00 and 3:00 p.m., with this two-hour period accounting for 23.5% of the total ridership. Ridership levels are at their lowest during the last run of the daily service in the hours of 5-6 p.m.

Figure 4
Total Ridership by Time of Day
January to June 2021

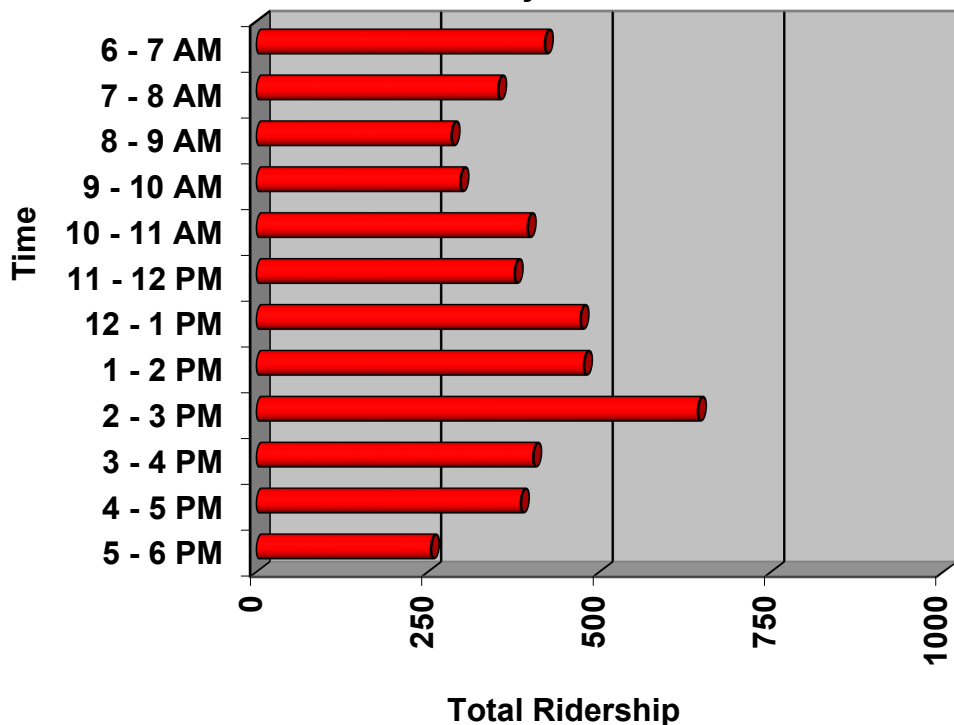
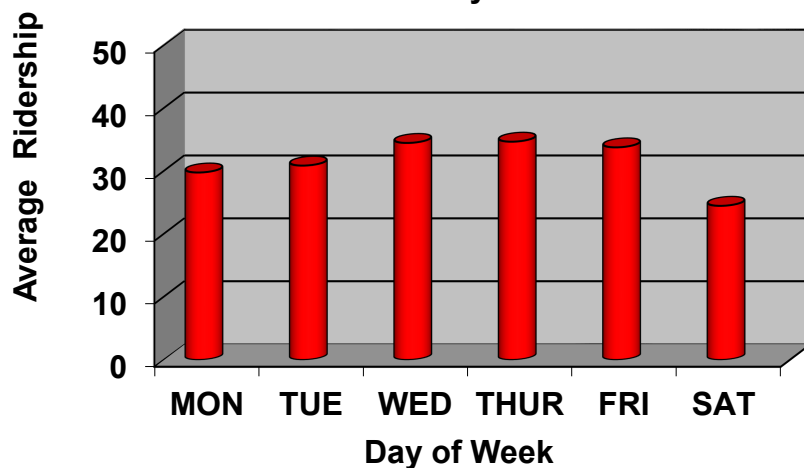


Figure 5 below illustrates that, with the exception of Saturday, there does not seem to be any significant differentiation amongst the days of the week on which people are using the transit system. Lower ridership on Saturdays is attributed to fewer places of employment being open.

Figure 5
Average Daily Ridership by Day of the Week
January to June 2021



January to June 2021 Ridership Revenue Analysis

As noted above, no revenue was generated through fare box revenues or the sale of monthly bus passes as the TTS continues to operate as a free service during the pandemic.

Summary

TTS ridership levels continue to be below pre-pandemic levels, however ridership levels for 2021 have increased when compared to the similar pandemic-affected months of 2020. Despite the lower ridership during the COVID-19 emergency, the TTS remains an essential service for many in the community.

It should also be noted that work has begun on the on-demand transit pilot program that was authorized by Council at its July 27, 2021 Regular Meeting. A number of meetings have been held with Blaise Transit – the on-demand transit firm retained by the Town – with the goal of launching the on-demand service in December of this year. Updates on its progress will be communicated to Council.

Consultations

First Student Canada
Financial Services

Financial Implications

As identified in this report, collection of bus fares has been suspended during the pandemic and has resulted in a revenue shortfall of approximately \$11,000 year-to-date as compared to an already reduced budget that contemplated a COVID impact.

The revenue shortfall is expected to be fully offset from grant funding that has either already been allocated to the Town or has been committed to the Town, through the Safe Restart Agreement (SRA) program, details of which are referenced in reports FS-2021-03 and FS-2021-04.

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
Planner

Reviewed by:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Recommended by:

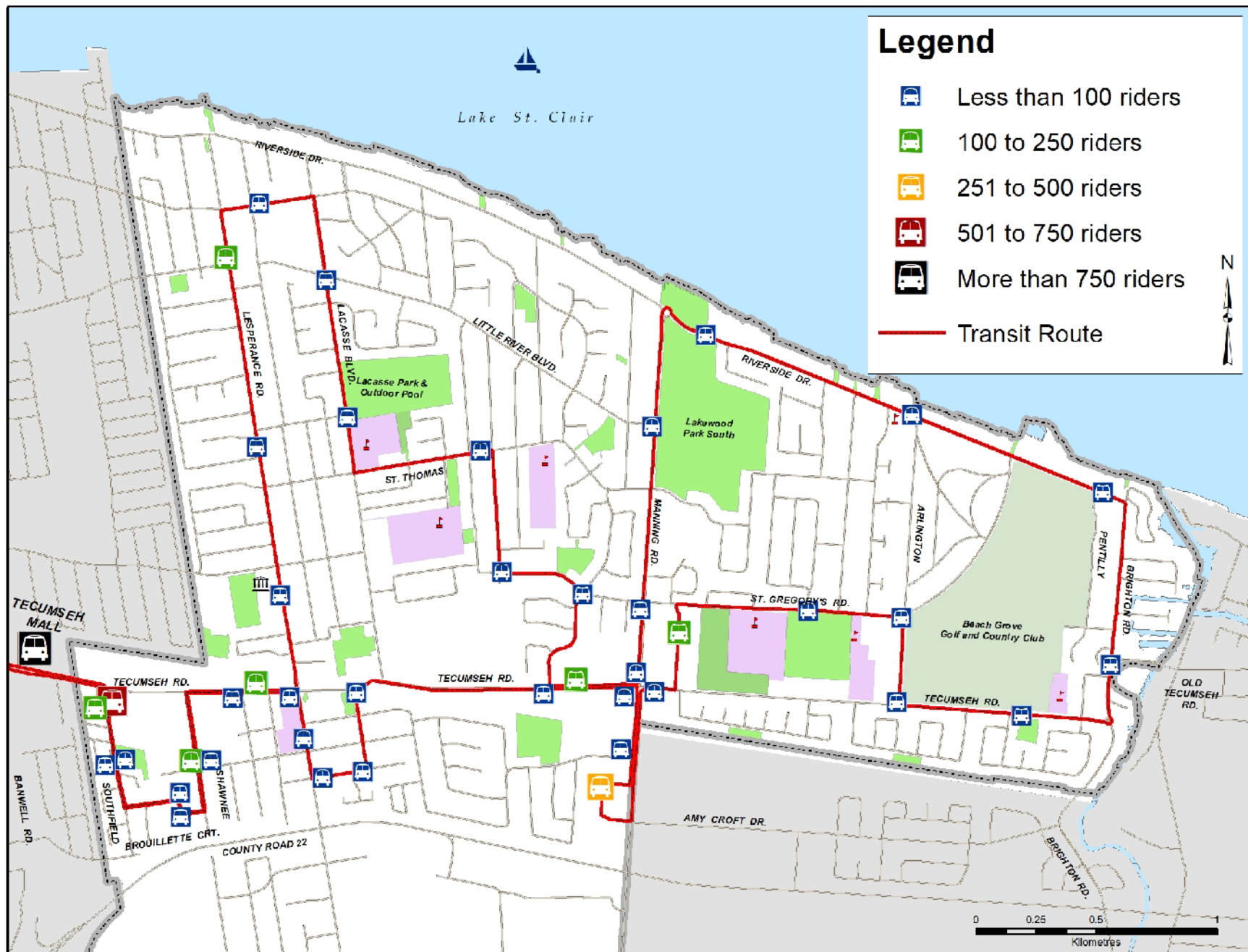
Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

**Attachment
Number**

**Attachment
Name**

1

January to June 2021 Ridership Totals by Bus Stop Map





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: September 14, 2021

Report Number: PBS- 2021-42

Subject: Community Housing Renewal Strategy
Ontario Priorities Housing Initiatives (OPHI)
Town of Tecumseh's Participation in 2021 Rental Housing Component
OUR FILE: D04 AFF

Recommendations

It is recommended:

That the Town's participation in the Ontario Priorities Housing Initiatives (OPHI), 2021 Rental Housing Component of the Community Housing Renewal Strategy, **be confirmed**;

And that the mandatory program requirements identified under the OPHI, requiring setting the property tax rate for multi-unit residential units receiving capital program funding at the effective rate equivalent to the Single Residential Rate for the Town, or by providing a grant-in-lieu to have the same effect, **be provided**.

Background

Since 2007, the Town has been a participant in the Canada-Ontario Affordable Housing Program (COAHP), as authorized by Council. Recently, the program has been renamed as the Canada-Ontario Community Housing Initiative (COCHI). COCHI protects affordability for households in social housing, supports the repair and renewal of existing social housing supply and facilitates the expansion of the supply of community housing over time.

In 2019, the Ontario Priorities Housing Initiatives (OPHI) for community housing was established. OPHI is modelled after similar, previous affordable housing programs, with the most recent being the Investment in Affordable Housing Program Extension (IAH-E). There are a number of additional features in this program, including the addition of a support services component and the eligibility of social housing under Ontario Renovates. Similar to

COCHI, OPHI also addresses local housing priorities, including affordability, repair and new construction.

Historically, the response to the program region-wide has been positive with residential projects in Tecumseh, Amherstburg, Kingsville, Leamington and Windsor receiving funding. Specifically, for Tecumseh, Community Living Essex County was awarded funding in 2008 for three separate residential locations in Tecumseh, totalling ten affordable rental units representing \$731,500 of program funds.

The City of Windsor Housing and Children's Services (CWHCS) has been designated the Service Manager responsible for the delivery of the aforementioned housing programs in Windsor and Essex County. The CWHCS has requested confirmation from the Town of Tecumseh of its intention to continue to participate in the 2021 Rental Housing Component of the Community Housing Renewal Strategy, as funded by the OPHI.

Comments

Program Details

There are two requirements to be fulfilled by the Town in order to participate in the OPHI, as follows:

1. Reduction in Municipal Property Tax Rate

To participate in the program for 2021, the Town needs to reconfirm that it wishes to participate in the program and that it agrees to reduce the municipal portion of property taxes for any OPHI funded rental housing project by setting the tax rate equivalent to, or lower than the Single Residential Rate or provide a grant-in-lieu to have the same effect.

In 2018, the province introduced a new tax class for new multi-residential development, established as Multi-Residential – New Construction. The province established that the tax rate for this new class be equal to or up to a maximum of 10% higher than the Single Residential Rate. The Town's tax ratios are set at the County level and the new Multi-Residential – New Construction tax ratio effective for 2021 is set at 10% greater than that of the Single Residential tax class for 2021.

As previously noted, the OPHI program requires municipalities in which approved projects are located to set the municipal portion of property taxes for the project at a rate equivalent to, or lower than, the Single Residential Rate for the municipality for the 20-year duration of the program. Accordingly, Council's commitment to maintain this rate for approved projects over the 20-year life of the program is required and is recommended.

2. Passage of Municipal Housing Facility By-law

If a development under the OPHI program is proposed, Ontario Regulation 603/06 of the *Municipal Act, 2001* requires that before an agreement respecting municipal housing project facilities is entered into, a Municipal Housing Facility By-law must be enacted, which must comply with the requirements of subsection 7(2) of the aforementioned Ontario Regulation.

Subsection 7(2) of Ontario Regulation 603/06 requires that the by-law include the following:

- a definition of “affordable housing”;
- policies regarding public eligibility for the housing units to be provided as part of the municipal capital facilities; and
- a summary of the provisions that agreements respecting municipal capital facilities are required to contain.

Town Council passed By-law 2017-30, the Municipal Housing Facilities By-law, on May 9, 2017. In accordance with the aforementioned regulations, the by-law outlines the parameters in which housing developed under the government programs receive municipal funding. The By-law is in effect until May of 2022. Accordingly, in light of the upcoming expiration of By-law 2017-30, Administration recommends that a new by-law be adopted. Town Administration is currently working with the CWHCS on a new by-law to ensure it contains appropriate provisions, which will be brought forward to a future Council meeting for consideration of adoption.

Municipalities that agree to the single residential property tax rate requirement and Municipal Housing Facility By-law are referred to as “participating municipalities”. Delivery of the OPHI funding requires confirmation from each member municipality that wishes to participate in the program so that participating municipalities may be listed as location options for social housing programs in Windsor and Essex County. If a municipality does not wish to participate, proposals received for projects located within the municipality are not eligible for funding.

The Rental Housing component of the program may fund up to 75% of the total pro-rated share of capital costs of the affordable units, on a 20-year forgivable loan basis.

Participating landlords are required to maintain rents at 80% or less of the then current CMHC or alternative average market rents for the 20-year duration of the program. It is noted there is not a specific allocation provided to each participating municipality.

To facilitate the CWHCS' review and selection of the program components to be delivered in 2021, written confirmation of a municipality's participation in the program is required for September of 2021, along with confirmation that the mandatory property tax requirement will or has been adopted.

Program Promotion

CWHCS has advised that since 2006, it has maintained a “bidders list” of various development firms/agencies that have expressed an interest in affordable housing throughout the Windsor-Essex region. When Requests for Proposals (RFPs) are initiated through the City of Windsor Purchasing Department, all those on the list are notified. In addition, commencing this year CWHCS has conducted media releases outlining the aforementioned program which has been covered by both newspaper and radio media.

If Council adopts this Report, it will be listed in the Town's Council Highlights news release, which is shared on the Town's website and social media. A direct mailing to local developers and home builders is also proposed along with a request to CWHCS to share this Report with those on its bidders list. CWHCS requests that any Town media releases advising of the Town's participation in the program direct all inquiries to CWHCS for proper management of the program.

One way the Town can further promote the program is to inform a prospective affordable housing project developer of any Town financial incentives available. For the Town, this is proposed to be accomplished by advising potential proponents of the Town's Tecumseh Road Main Street Community Improvement Plan (CIP), which offers each property up to \$100,000 in CIP grant funding. In particular, a housing development under the noted program could potentially benefit from the CIP Development Charges Grant Program.

Consultations

Financial Services
City of Windsor Housing and Children's Services

Financial Implications

As previously noted, since 2018, the “Multi-Residential – New Construction” tax class exists for new multi-residential development. The province requires that the tax rate for this class be equal to or up to a maximum of 10% higher than the Single Residential Rate. The Town's tax ratios are set at the County level and the “Multi-Residential – New Construction” rate effective for 2021 is set at 10% greater than the “Single Residential” tax class.

Eligible properties under this program would be entitled to a reduction of municipal taxes assessed to the extent that the Multi-Residential – New Construction rate exceeds that of the Residential tax rate and this reduction would be absorbed by the Town. A grant-in-lieu would be the means to give an effective Single Residential Rate until such time as changes are made by the Province to allow an alternative method to set the tax rate.

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 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:

Enrico DeCecco, BA (Hons), MCIP, RPP
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
None	None



The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: September 14, 2021

Report Number: PBS-2021-43

Subject: County Wide Active Transportation System (CWATS)
Town of Tecumseh 2022 Proposed Projects
Municipal Partnership Program (MPP) – One-Week Bike Camp, Bike Rodeo, Bike Fun (Glow) Ride and Bike Valet for Town Events in 2022
Our File: T03 COU

Recommendations

It is recommended:

That PBS-2021-43 – County Wide Active Transportation System (CWATS), Town of Tecumseh 2022 Proposed Projects: Municipal Partnership Program (MPP) – One-Week Bike Camp, Bike Rodeo, Bike Fun (Glow) Ride and Bike Valet for Town Events in 2022, **be received;**

And that with respect to the Proposed 2022 Municipal Partnership Program (MPP) Projects - One-Week Bike Camp, Bike Rodeo, Bike Fun (Glow) Ride and Bike Valet for Town Events in 2022:

- i. The total estimated cost of \$5,100 (excluding H.S.T.) for the:
 - a) One-Week Bike Camp;
 - b) Bike Rodeo, Bike Fun (Glow) Ride and Bike Valet associated with the Tecumseh 100th Anniversary Celebrations; and
 - c) Bike Valet associated with the Tecumseh Labour Day Weekend Fireworks;

with Tecumseh's share being \$2,550 (50%) and the County's share being \$2,550 (50%), in accordance with the MPP cost-sharing arrangement, **be endorsed;**

- ii. An application “Form D – Municipal Partnership Program” **be submitted** to the CWATS Implementation Committee for its consideration; and
- iii. Funding for this project from the Infrastructure Reserve, **be approved** for the purpose of the CWATS application and **referred** to the 2022 Budget process.

Background

CWATS Projects Implemented to Date

The County Wide Active Transportation Study Plan (CWATS Plan) was adopted by County Council in 2012, prior to which it was endorsed by all Essex County area municipalities, including Tecumseh Council.

The CWATS Plan is intended to be implemented over a 20-year planning horizon and proposes the creation of a new active transportation network across the County comprising on-road bike lanes, paved shoulders, signed routes along existing roads and multi-use pathways. The document identifies the preferred location of these facilities and the approximate timing of their construction. In addition, the document contains technical design guidelines for all types of active transportation facilities and network amenities and includes a proposed cost sharing formula. This formula allocates the plan’s implementation costs between the County of Essex, the seven area municipalities, the Essex Region Conservation Authority and the Ministry of Transportation.

To date, twelve Tecumseh CWATS projects have been endorsed by Town Council in accordance with the CWATS implementation program (see Tecumseh CWATS project details in Attachment 1). As has been noted in past Reports, the majority of CWATS projects located in Tecumseh, as shown on Attachment 2, are aligned with significant County Road road-capacity improvements.

The purpose of this Report is to identify the details of the proposed projects for 2022 and to seek Council approval of same so that they may proceed through the CWATS funding approval process at the County of Essex.

Comments

Proposed 2022 CWATS Capital Project

Earlier this year, it was the position of Town Administration that the Manning Road (County Road 19) Phase Two interim road improvements proposed from County Road 22 south to Jamsyl Drive (including the enclosure of the East Townline Drain) provided an opportunity to introduce the proposed CWATS multi-use trail on the west side of the road in 2022. However, the scope of the Phase Two interim road improvements is now being reconfigured such that it is unlikely that the drain will be enclosed, thereby negating the opportunity to introduce the multi-use trail. With the reconfiguration, there will not be sufficient space between the road

platform and the drain. If the Phase Two design is further revised in the future to include the drain enclosure, Administration will bring a Report to Council to consider the introduction of the CWATS multi-use trail.

It is anticipated that beyond 2022, the next set of CWATS active transportation facilities in Tecumseh will be affiliated with the phased construction of County Road 42 and 43 road improvements. In addition, the Manning Road bike lanes, from Riverside Drive to St. Gregory's Road, may also proceed in 2023. These CWATS projects will be brought forward for Council consideration in 2022 if they are projected to proceed as part of the associated road improvement programs in 2023.

Proposed 2022 Municipal Partnership Program (MPP) Projects - One-Week Bike Camp, Bike Rodeo, Bike Fun (Glow) Ride and Bike Valet for Town Events in 2022

The CWATS Implementation Manual establishes that it is the intent of the MPP to provide financial assistance to enhance the pedestrian and cycling experience on the CWATS network. The four following MPP projects qualify for this assistance.

Bike Camp

The Town is proposing to cost-share on the costs associated with a one-week bike camp for children. In partnership with Bike Windsor Essex, it will teach riders the basics of bike safety rules, equipment and maintenance. The total estimated cost of the bike camp is anticipated to be \$3,000, with the Town and County share being divided equally at 50%, for a total of \$1,500 each, in accordance with the CWATS cost-sharing arrangement.

Bike Rodeo (Tecumseh 100th Anniversary Celebrations)

The Town is proposing to cost-share on the costs associated with the provision of a bike rodeo event as part of the Tecumseh 100th Anniversary Celebrations. A bike rodeo is an educational event on bike safety, rules and cycling skills geared for youth. The total estimated cost of the bike rodeo event is anticipated to be \$600, with the Town and County share being divided equally at 50%, for a total of \$300 each, in accordance with the CWATS cost-sharing arrangement.

Bike Fun (Glow) Ride (Tecumseh 100th Anniversary Celebrations)

The Town is proposing to cost-share on the costs associated with the provision of a bike fun (glow) ride event as part of the Tecumseh 100th Anniversary Celebrations. This event entails a community bike ride (led by Bike Windsor Essex) through Tecumseh for families with the use of decorative lighting and decorations. The event will also include a safety information pop-up prior to the ride commencing. The total estimated cost of the event is anticipated to be \$300, with the Town and County share being divided equally at 50%, for a total of \$150 each, in accordance with the CWATS cost-sharing arrangement.

Bike Valets (Tecumseh 100th Anniversary Celebrations and Labour Day Weekend Fireworks)

The Town is proposing to cost-share on the costs associated with the provision of a bike valet facility and associated promotional material for both the Tecumseh 100th Anniversary Celebrations and the Labour Day Weekend Fireworks. The total estimated cost for the bike valet for both events is anticipated to be \$1,200 (\$600 for each event), with the Town and County share being divided equally at 50%, for a total of \$600 each, in accordance with the CWATS cost-sharing arrangement.

Consultations

Financial Services

Parks & Recreation Services

Public Works & Environmental Services

County of Essex

Financial Implications

Proposed 2022 Municipal Partnership Program (MPP) Projects - One-Week Bike Camp, Bike Rodeo, Bike Fun (Glow) Ride and Bike Valet for Town Events in 2022

As noted previously, the Town's 50% share of the estimated combined total costs for the bike camp, bike rodeo, bike fun (glow) ride and bike valet are \$2,550 (excluding H.S.T.). Administration recommends that funding for this project come from the Infrastructure Reserve, as has been the case for past MPP projects. Pre-budget approval is sought for the purpose of the CWATS application, with final approval referred to the 2022 budget process.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Enrico De Cecco, BA (Hons), MCIP, RPP
Planner

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Prior Tecumseh CWATS Projects Chart
2	Tecumseh CWATS Projects Map

Attachment 1, PBS-2021-43
County Wide Active Transportation System (CWATS) and
Municipal Partnership Program (MPP)
Town of Tecumseh 2022 Proposed Projects
Prior Tecumseh CWATS Projects

Prior Tecumseh CWATS Projects	
1. CWATS Project - Signed Routes (2012)	Placement of all signage on roads for the “Signed Routes” identified in CWATS and located within the Town. The cost share for this project was 100% County and 0% Town.
2. CWATS Municipal Partnership Program Project – Trail from Tecumseh Vista Academy to McAuliffe Park (2013)	The construction of a trail from the current easterly limit of the trail extending across the full frontage of Tecumseh Vista Academy (in the Shields ROW) to the existing trail system in McAuliffe Park. Funding for the trail was 1/3 each (or \$16,666 each) from the Town Special Projects Reserve, the Greater Essex County District School Board and the CWATS Municipal Partnership Program (MPP).
3. CWATS Municipal Partnership Program Project – Trail on 12th Conc. Rd, County Rd 42 to Dimu Dr. (2014)	A 3.0-metre wide trail having a length of approximately 300 metres was constructed along the west side of the 12th Concession Road from County Road 42 to Dimu Drive. The Town and the CWATS MPP each contributed 50% of the cost, being \$20,000 each.
4. CWATS/Town/ERCA Project – Essex Greenway Trail Extension to the Herb Gray Parkway, Ontario Municipal Cycling Infrastructure Program (OMCIP) (2016)	The construction of a 3 km trail that connects the Essex Greenway Trail to the Herb Gray Parkway Trail at the Howard Road Diversion. The Town took the lead in acquiring the required lands, tendering and general project management on behalf of ERCA.

Prior Tecumseh CWATS Projects

5. CWATS Project – Ganatchio Trail Extension along Riverside Drive, from Tecumseh/Windsor Municipal Border to Manning Road (2017)

The construction of a 2.4 km trail along Riverside Drive, from Tecumseh/Windsor Municipal Border to Manning Road was supported in principle by Council subject to:

- i) CWATS accepting a facility enhancement from “paved shoulder” to an “off-road trail” segment (approved);
- ii) Detailed design and public consultation being completed (ongoing);
- iii) Funding being considered upon completion of the design process.

The comments from two PIC’s are currently being consolidated into a report that is expected to be presented to Council in late Fall 2020. CWATS establishes that 100% of the funding (estimated cost \$850,000) will be the Town’s.

6. CWATS Municipal Partnership Program Project – Dedicated Bike Lanes on a Portion of Lesperance Road (2018)

The conversion of the current 3-lane road cross-section on Lesperance Road from Riverside Drive to McNorton Street (1.8 km) to a 2-lane road cross-section with dedicated 1.5-metre bike lanes through the removal of the existing pavement markings and the painting of new ones was completed in late 2019. The total project cost of \$141,930 was funded by the Ontario Municipal Commuter Cycling Program (\$110,868), the CWATS MPP Fund (\$15,499) and the Town (\$15,562).

7. CWATS Project – Detailed Design for Trail and Undertaking of Associated Utility Relocates along Walker Road, North Talbot Road to Highway 401 (2018)

Detailed trail design and the associated utility relocates were undertaken in 2018 to facilitate the sanitary sewer and trail construction in 2019. The total cost of the trail design work and the utility relocates for the trail was \$145,200, with Tecumseh’s share being \$87,120 (60%) and the County’s share being \$58,080 (40%).

8. CWATS Project – Construction of Trail, East Side of Walker Road, From North Talbot Road to Highway 401 (2019)

The multi-use trail was constructed in the summer of 2019 on the east side of Walker Road extending 3.2 km from the trail along North Talbot Road to the trail

Prior Tecumseh CWATS Projects
<p>currently at the 401 overpass. This trail connects the Chrysler Canada Trail (via the North Talbot Road Trail) to the trail network in the City of Windsor that currently terminates under the 401 overpass on Walker Road.</p> <p>Council approved the cost of \$369,770, which included, among things, works to the pedestrian infrastructure at the Walker Road and North Talbot Road intersection to include AODA requirements. The Town's share towards the construction was \$221,862 (60%) with the County's share being \$147,908 (40%).</p>
<p>9. CWATS Project – Detailed Design of Bike Lanes on Manning Road, From Riverside Drive to St. Gregory's Road (2020)</p> <p>Detailed trail design was undertaken in 2020 for the proposed bike lanes in Manning Road. The total cost of the trail design work and the utility relocates for the trail was \$20,000, with Tecumseh's share being \$12,000 (60%) and the County's share being \$8,000 (40%). It is anticipated that the works will be constructed in 2022.</p>
<p>10. CWATS Municipal Partnership Program Project – Bike Repair Stations at Town Hall and Optimist Park (2020)</p> <p>Two bike repair stations have been purchased and are to be installed at Tecumseh Town Hall and at Optimist Park by the end of 2020. The bike repair stations come equipped with repair tools, a high pressure pump and a bike hangar.</p> <p>The total cost of the two bike repair stations is \$6,808, plus H.S.T. with the Town's and County's share each being \$3,400 (50% each).</p>
<p>11. CWATS Project – Facility Enhancement – Study to Determine Preferred Facility Type – Pike Creek Bridge (2021)</p> <p>CWATS currently identifies a "signed bike route" as the type of active transportation facility for Tecumseh Road from Brighton Road, across the Pike Creek Bridge, to East Pike Creek Road (in Lakeshore). The result of the current CWATS facility-type is that a "pinch-point" exists for users of the active transportation network extending east and west from this location. It was recommended that a study be undertaken to consider an alternative design through this segment that would ensure a safe and functional solution is ultimately introduced along this important east-west active transportation corridor.</p> <p>Council approved the total estimated cost of the study of \$20,000 (excluding H.S.T.), of which the Town of Tecumseh and the Town of Lakeshore would</p>

Prior Tecumseh CWATS Projects
<p>provide a contribution of \$6,000 each, for a total of \$12,000 (60%), with the County's share being \$8,000 (40%), in accordance with the CWATS cost-sharing arrangement.</p>
<p>12. CWATS Municipal Partnership Program Project - Bike Valet and Bike Rodeo for Tecumseh Corn Festival and Children's One-Week Bike Camp (2021)</p> <p>The total estimated cost of the Bike Valet, Bike Rodeo and Bike Camp of \$3,350 (excluding H.S.T.), with Tecumseh's share being \$1,675 (50%) and the County's share being \$1,675 (50%), in accordance with the MPP cost-sharing arrangement.</p>

Attachment 2, PBS-2021-43
County Wide Active Transportation Study Plan (CWATS Plan)
Town of Tecumseh 2022 Projects
Tecumseh CWATS Projects





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: September 14, 2021

Report Number: PBS- 2021-44

Subject: Request for Extension of Draft Plan of Subdivision Approval
1061160 Ontario Inc. (Santarossa Business Park)
County of Essex Application: 37-T-17003
North-East Corner of 8th Concession Rd/County Rd 46 Intersection
OUR FILES: D12 SANTA

Recommendations

It is recommended:

That the request for a three-year extension to Draft Plan of Subdivision Approval for the application submitted by 1061160 Ontario Inc. (County of Essex Application: 37-T-17003) for a subdivision comprising five business park lots, a block containing an existing woodlot/natural area and associated buffer and a block containing a proposed stormwater management facility on a 29.0 hectare (71.6 acre) parcel of land situated at the north-east corner of the 8th Concession Road/County Road 42 intersection, **be supported**;

And further that the County of Essex **be advised** of Council's support of the three-year extension.

Background

Town Council, at its meeting held February 27, 2018, passed resolution RCM-64/18 supporting the granting of Draft Plan of Subdivision Approval by the County of Essex (County of Essex Application 37-T-17003) for the application submitted by 1061160 Ontario Inc. for a subdivision comprising five business park lots, a block containing an existing woodlot/natural area and associated buffer and a block containing a proposed stormwater management facility on a 29.0 hectare (71.6 acre) parcel of land situated at the north-east corner of the 8th Concession Road/County Road 42 intersection ("subject property") (see Attachments 1 and 2). This

resolution, which included the Town's requested conditions associated with the proposed subdivision, was subsequently provided to the County of Essex (the Approval Authority).

On December 3, 2018, Draft Plan of Subdivision approval was granted by the Approval Authority. The approval of the draft plan with associated conditions is in effect until December 3, 2021, after which the draft plan approval will lapse if the conditions of approval are not met.

Subsequent to the granting of the original Draft Plan Approval, the Town had been working with the Owner on drafting of the associated subdivision agreement and the detailed design of services. The only significant outstanding matter is with respect to finalizing the design for the stormwater management facility, subsequent to which it is anticipated that the draft subdivision agreement will be provided to Council for approval.

In August of this year, the Owner formally requested an extension to the Draft Plan of Subdivision approval. The Owner advised that the COVID-19 pandemic has resulted in unforeseen delays. As a result, the projected timelines for this subdivision have been significantly delayed. The Owner has requested for a three-year extension to the Draft Plan Approval.

Comments

Extensions to Draft Plan of Subdivision approval are permitted, in accordance with subsection 51(33) of the *Planning Act*, subject to the support of the local municipality and the Approval Authority. This request must be made by the Owner to the Approval Authority prior to the lapsing date. As part of the request for extension, the request must include reasons the extension is needed as well as a Council resolution supporting the request.

The Approval Authority has indicated that it has no concerns with the granting of the extension, subject to the Town's support. Town Administration has reviewed the request and the particulars regarding the proposed subdivision development and also have no concerns with the granting of the extension. The proposed extension will provide the time necessary to finalize the servicing details and the associated development agreement. Approval of the development agreement will be brought forward for Council consideration and approval by way of a future report, subsequent to which construction of the development may proceed.

Based on all of the foregoing, Town Administration recommends Council support the granting of a three-year extension to the Draft Plan of Subdivision approval for County of Essex File No. 37-T-14003 and that the Approval Authority be advised accordingly.

Consultations

Public Works & Environmental Services
County of Essex

Financial Implications

None

Link to Strategic Priorities

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

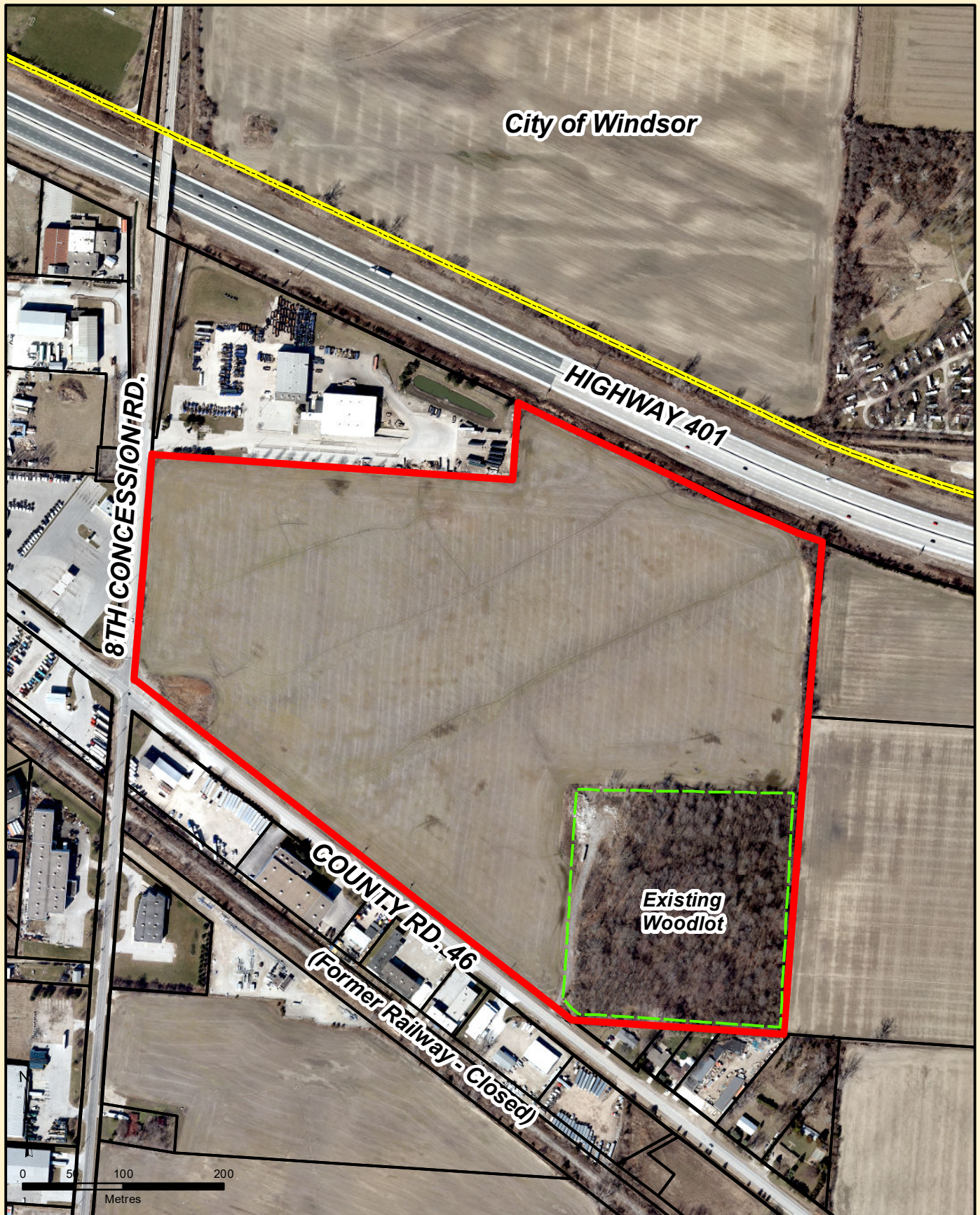
Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Property Location Map
2.	Approved Draft Plan of Subdivision



Prepared By:
Tecumseh Planning and
Building Services Department

Legend:



Subject Property



Municipal Boundary

Attachment 1, PBS-2021-44

Extension of Draft Plan of Subdivision Approval
1061160 Ontario Inc. / Santarossa Business Park
8th Concession/County Road 46
Subject Property

Draft Plan of Subdivision

Part Of Lot 12, Concession 8,
FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF SANDWICH
NOW IN THE TOWN OF TECUMSEH

Scale: 1:2,000 (22"x34")


STATISTICS

NEW INDUSTRIAL LOTS	=	BLOCKS 1 TO 5 (INCL.)
NATURAL AREAS & BUFFERS	=	BLOCKS 6
STORMWATER MANAGEMENT FACILITY	=	BLOCK 7
0.3m RESERVES	=	BLOCKS 8 TO 12 (INCL.)
15m DAYLIGHT CORNER	=	BLOCK13
AREAS		
INDUSTRIAL LOTS	=	19.01 ha (46.97 acres) = 65.48%
NATURAL AREA	=	5.57 ha (13.76 acres) = 19.19%
STORMWATER MANAGEMENT AREA	=	2.47 ha (6.10 acres) = 8.51%
RIGHT-OF-WAYS	=	1.89 ha (4.67 acres) = 6.51%
0.3m RESERVES	=	0.09 ha (0.22 acres) = 0.31%
TOTAL AREA	=	29.03 ha (71.73 acres)

LEGEND AND NOTES

BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS
"A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID
BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9998260

ALL MONUMENTS SHOWN THUSLY  ARE IRON BARS
UNLESS OTHERWISE NOTED.

SSIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU
OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND
UTILITIES EXIST.

BEARING REFERENCE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE
NORTHERN LIMIT OF PLAN 12R-21631 SHOWN AS HAVING A
BEARING OF N26°55'30"W THEREON.

SIB DENOTES X X STANDARD IRON BAR 25mm 25mm 1.22m
SSIB DENOTES X X SHORT STANDARD IRON BAR 25mm 25mm 0.61m
IB 16mm 0.61m DENOTES X X IRON BAR 16mm
IB Ø 0.61m DENOTES diameter X ROUND IRON BAR 19mm
CC DENOTES CUT-CROSS
CP DENOTES 5mm X 50mm STEEL PIN
■ DENOTES SURVEY MONUMENT FOUND
□ DENOTES SURVEY MONUMENT SET AND MARKED 1744
T WIT. DENOTES WITNESS
L DENOTES PERPENDICULAR
(D) DENOTES DEED (M) DENOTES MEASURED (S) DENOTES SET
ORP DENOTES OBSERVED REFERENCE POINT
(OU) DENOTES ORIGIN UNKNOWN
(SP) DENOTES SET PROPORTIONALLY
(P) DENOTES PLAN 12R-1894
(P1) DENOTES PLAN 12R-9781
(P2) DENOTES PLAN 12R-11003
(P3) DENOTES DEPOSIT PLAN 9718
(P4) DENOTES TOPOGRAPHIC SURVEY (1744) MARCH 2, 2001, Plan File (C-1440)
(FN) FIELD NOTES PER 1744, Dated August 14, 1997, Plan File C-1440
(1744) DENOTES VERHAEGEN STUBBS/REID HARTLEY BREWER BEAIRE INC., O.L.S.
(MTO) DENOTES MINISTRY OF TRANSPORTATION, ONTARIO
(1194) DENOTES JOHN B. SMEETON INC., O.L.S.

"METRIC" DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

ADDITIONAL INFORMATION REQUIRED UNDER S. 51(17)
OF THE PLANNING ACT

- (a) SHOWN ON PLAN
- (b) SHOWN ON PLAN
- (c) SHOWN ON PLAN
- (d) INDUSTRIAL
- (e) SHOWN ON PLAN
- (f) SHOWN ON PLAN
- (g) SHOWN ON PLAN
- (h) PIPED WATER TO BE INSTALLED BY DEVELOPER
- (i) BROOKSTON CLAY
- (j) SHOWN ON PLAN
- (k) SANITARY & STORM SEWERS TO BE INSTALLED BY DEVELOPER
- (l) SHOWN ON PLAN



APRIL, 2018
Project No. 17-5068

37-T-17003

OWNER'S CERTIFICATE

I CERTIFY THAT:

I HEREBY CONSENT TO THE FILING OF THIS PLAN FOR DRAFT APPROVAL

DATE: April 23, 2018

SIGNED

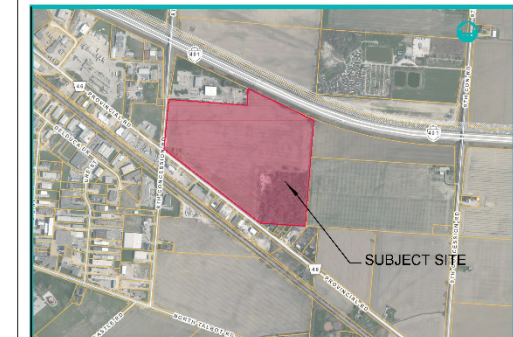
JOE SANTAROSSA
1061160 ONTARIO INC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND
THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY
SHOWN ON THIS PLAN.

DATE: April 23, 2018

SIGNED

ROY SIMONS, O.L.S.KEY PLAN
N.T.S.

SOURCE: ESSEX REGION CONSERVATION AUTHORITY GIS MAPPING (2017)



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: September 14, 2021

Report Number: PWES- 2021-40

Subject: Canada Community Revitalization Fund – Riverside Drive Trail

Recommendations

It is recommended:

That a by-law **be prepared** to authorize the Mayor and Clerk to sign a Contribution Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Economic Development and Official Languages (“Canada”) and The Corporation of the Town of Tecumseh (“Town”), in a form satisfactory to the Town’s Solicitor, financial content satisfactory to the Town’s Chief Financial Officer and technical content satisfactory to the Town’s Engineer, for a grant under the Canada Community Revitalization Fund for the post-pandemic recovery project that includes the installation of a recreational multi-use trail on the south side of Riverside Drive from the Tecumseh-Windsor border to Manning Road (“Riverside Drive Trail Project”).

Background

In a news release published August 13, 2021, the federal government announced its financial support from the Canada Community Revitalization Fund (CCRF) for post-pandemic recovery for the Town of Tecumseh to help fund our community infrastructure project, the Riverside Drive Trail, in order to rebound from the effects of the COVID-19 pandemic.

With a national investment of \$500 million over the next two years, the CCRF will support not-for-profit organizations, municipalities and other community groups, as well as Indigenous communities to:

- build new community infrastructure and revitalize existing assets
- bring people back to public spaces safely as health measures ease

- create jobs and stimulate local economies

The Government of Canada recognizes that Canadian cities and towns flourish when they can incorporate health and wellness into their community public spaces and promote social interaction and physical activity. These amenities are integral to the overall well-being of individuals, families and communities. Our economic recovery is closely linked to the vitality of our local communities and their shared spaces.

This one-time special intake will fund up to 75%, to a maximum of \$750,000, of the total project costs of the Riverside Drive Trail from the Windsor-Tecumseh border easterly to Manning Road.

Comments

The approval and funding allocation for the Riverside Drive Trail Project was initially approved at the December 13, 2016 Regular Meeting of Council through the '2017-2021 Public Works and Environmental Services (PWES) Capital Works Plan' and carried through subsequent PWES Capital Works Plans.

Following detailed review and analysis, inclusive of public consultation, comparative costs, key issues and an evaluation of trail options, Council, at its June 22, 2021 Regular Meeting of Council, authorized Administration to proceed with the detailed design and construction of a 2.4m – 2.7m wide asphalt, off-road multi-use recreational trail along the south side of Riverside Drive between the Tecumseh-Windsor border and Manning Road (Motion: RCM-196/21).

The Town submitted an application to the CCRF on July 22, 2021 for the Riverside Drive Trail Project totalling \$1,239,300. On August 13, 2021, the Town received correspondence from the Honourable Melanie Joly, Minister of Economic Development and Official Languages, congratulating the Town of Tecumseh on the funding approval under the CCRF. The news release announcing the federal investment in this post-pandemic recovery project is provided in Attachment 1.

Following receipt of the Town's successful funding application for the CCRP, an agreement must be executed between Her Majesty the Queen in Right of Canada, as represented by the Minister of Economic Development and Official Languages and The Corporation of the Town of Tecumseh for the Riverside Drive Trail Project.

An agreement is being prepared by Canada and will be reviewed by Administration and the Town's Solicitor. The final agreement will be brought to Council for approval and execution by means of a future by-law.

Eligible costs as determined under the terms and conditions of the CCRF and incurred as of April 19, 2021 will be eligible for federal reimbursement subject to the timely execution of a Contribution Agreement. Once signed, the Contribution Agreement represents the final federal approval of the Project.

Consultations

Corporate Services & Clerk
 Financial Services
 Town Solicitor

Financial Implications

Federal funding of the Project from the CCRF will be up to 75% of the total eligible project costs, to a maximum federal contribution of \$750,000 under this program.

Council approved funding for the Riverside Drive Trail as part of Report No. 54/16 (Motion RCM-442/16) and Report PWES-2020-33 (Motion: RCM-375/20), for a total project cost of \$1,239,300. Project funding was distributed between the Infrastructure Reserve (\$1,201,800) and the Storm Sewer Lifecycle Reserve (\$37,500). Total project costs incurred from start to March 31, 2021 amount to approximately \$70,000, and are ineligible for grant purposes.

Item	CCRF Program (75%, Max \$.75M)
Total project costs	\$1,239,300
Eligible project costs (retroactive to April 19, 2021)	\$1,169,000
Approved federal funding (75%, Max \$750,000)	\$750,000
Amount to be funded by Town	\$489,300
Infrastructure Reserve	\$451,800
Storm Sewer Lifecycle Reserve	\$37,500

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Cheryl Curran, BES
Project Technician

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	News Release published August 13, 2021

News Release

Canada

Town of Tecumseh receives federal funding to construct Ganatchio Trail extension as part of \$4.6 million investment for Essex County

August 13, 2021 – Windsor-Tecumseh, ON

Today Irek Kusmierczyk, Member of Parliament for Windsor-Tecumseh, announced more than \$4.62 million in federal funding to support twelve (12) public infrastructure projects in Tecumseh and across Essex County.



The Town of Tecumseh will leverage \$750,000 from the Community Revitalization Fund to proceed with the installation of a 2.4km recreational multi-use trail on the south side of Riverside Drive from the Tecumseh-Windsor border to Manning Road. This segment has been identified as critical in numerous Master Plans and studies, including the County-Wide Active Transportation Plan. The project will increase safety and security for pedestrians and cyclists by creating a physical separation between them and motorists.

This historic expansion of the Town's active transportation network will bridge the gap between Tecumseh and Windsor's trail systems through a connection to Ganatchio Trail's 20km network.

The Government of Canada recognizes that Canadian cities and towns flourish when they can incorporate health and wellness into their community public spaces and promote social interaction and physical activity. These amenities are integral to the overall well-being of individuals, families and communities. Our economic recovery is closely linked to the vitality of our local communities and their shared spaces.

Of this total funding, \$2,250,000 is through the Canada Community Revitalization Fund (CCRF) and \$2,371,987 through Infrastructure Canada's COVID-19 Resilience Stream.

For the full list of local projects funded through both the Canada Community Revitalization Fund (CCRF) and Infrastructure Canada's COVID-19 Resilience program, please see backgrounders.

Quotes

"Partnering with forward-thinking municipalities like Tecumseh to expand multi-use trails, parks and public spaces helps build safer, greener, healthier and more accessible communities. This in turn will stimulate local economies, create jobs, and improve the quality of life for all residents in Windsor-Essex."

—Irek Kusmierczyk, Member of Parliament for Windsor-Tecumseh

"We are grateful to the Government's of Canada and Ontario for their contributions throughout the COVID-19 pandemic and we thank them for their continued support as we work to keep our community safe. The more than \$340,000 we received will go towards safety improvements at Town Hall and the implementation of an online payment system for our bulk water operations. We are also very excited for the \$750,000 received for the Riverside Drive trail project. These funds will reduce the Town's contribution to approximately \$500,000 which allows us to move forward with the project this year. Detail design has begun and discussions with property owners and utility companies will be the next step with construction to commence in 2022."

—Gary McNamara, Warden of Essex County and Mayor of Tecumseh

"The Town of Kingsville welcomes the support from Canada's Covid-19 Resilience Stream helping us make big strides in the progress and development of our healthy community with healthy spaces. Kingsville's Historic Lakeside Park is a community treasure and draws thousands of visits annually to its walking paths, trails and

waterfront. Today's announcement will allow Kingsville to strengthen its accessibility goals and provide for enhanced public use in support of mental and physical health during these pandemic times."

—Nelson Santos, Mayor, Town of Kingsville

"The Municipality of Leamington is extremely grateful for the joint funding commitments from the COVID-19 Resilience Stream for an emergency generator at the Nature Fresh Farms Recreation Centre (NFFRC). The NFFRC is Leamington's emergency evacuation centre, and the risk of not having backup power at our facility really came into focus during the pandemic when we hosted a COVID-19 testing centre for temporary foreign workers, and now house a mass vaccination clinic for the community. In the event of a power failure, neither of these crucial initiatives could proceed until power is restored, and in the event of a major power outage, the emergency evacuation centre would not be available for use."

—Hilda Macdonald, Mayor, Municipality of Leamington

"The Municipality of Lakeshore is grateful for the support received through the Covid-19 Resilience Stream of the Investing in Canada Infrastructure Program. This funding will allow the Municipality of Lakeshore to undertake two very important projects. The first project is an upgrade to touchless technology of washroom fixtures at various municipal facilities throughout Lakeshore which will help keep our residents and visitors safe from the spread of germs. The second project will fund the cost of dredging at the mouth of Belle River as well as grading the West Beach. This work will improve access to the beach and reduce flooding. We welcome today's funding announcement and are eager to start these projects to help keep our residents safe."

—Tom Bain, Mayor, Municipality of Lakeshore

Quick Facts

- Launched in June 2021, the Canada Community Revitalization Fund (CCRF) provides \$500 million over two years to invest in shared and inclusive public spaces, helping to create the conditions and accessibility to stimulate local economies and bring Canadians back together once it is safe to do so.
- The fund helps communities:
 - adapt public spaces so that they can be used safely, and
 - build or improve community assets to encourage Canadians to re-engage in and explore their regions.
- Canada's regional development agencies are continuing to deliver targeted support for economic recovery in the region. Application intake is now open in Windsor-Essex through the [Federal Economic Development Agency for Southern Ontario](#) for the Canada Community Revitalization Fund, Jobs and Growth Fund, Aerospace Regional Recovery Initiative and Tourism Relief Fund.
- To support Canadians and communities during the COVID-19 pandemic, a COVID-19 Resilience Infrastructure stream has been added to the over \$33-billion Investing in Canada Infrastructure Program to help fund pandemic-resilient infrastructure. Existing program streams have also been adapted to include more eligible project categories.
- Through the COVID-19 Resilience stream, over \$3 billion is available to provide provinces and territories with added flexibility to fund quick-start, short term projects.
- Under the COVID-19 Resilience Infrastructure stream, the federal cost share for public infrastructure projects is 80 per cent in the provinces, and 100 per cent in the territories and for projects intended for Indigenous communities.

-30-

For more information, please contact:

Manvir Shokar
Office of Irek Kusmierczyk
613.402.4672
manvir.shokar.516@parl.gc.ca

The Corporation of the Town of Tecumseh

By-Law Number 2021-63

Being a by-law to amend By-law No. 2019-10 being a by-law to appoint Directors to the Board of Management for the Business Improvement Area for the term of Tecumseh Council 2019-2022

Whereas the Council of The Corporation of the Town of Tecumseh (Town) passed By-law No. 1999-58, to enlarge the area designated as an improvement area;

And Whereas on October 29, 1999, the Ontario Municipal Board approved said By-law No. 1999-58;

And Whereas the Council of the Town of Tecumseh passed By-laws No. 2005-79 and 2016-12, amending the area designated as an improvement area;

And Whereas Section 204(3) of the *Municipal Act*, S.O. 2001 c. 25 provides that the Board of Management for the improvement area shall be composed of one or more directors appointed by the municipality and the remaining directors selected by a vote of the membership of the improvement area and appointed by the municipality;

And Whereas Council appointed members to the Board of Management in accordance with By-law No. 2019-10 dated the 22nd day of January 2019, which was subsequently amended by By-law No. 2019-33 dated the 9th day of April, 2019; By-law 2020-01 on the 14th day of January, 2020; By-law No. 2020-84 dated the 8th day of December, 2020; and by By-Law 2021-25 dated the 13th day of April, 2021.

And Whereas Council is desirous of further amending the appointments to the Board of Management;

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

1. **That** paragraph 2 of By-law No. 2019-10 is hereby repealed and replaced with the following paragraph 2:

“That the said Board of Management shall consist of the following members:

Andrew Dowie	Councillor
Brian Houston	Councillor
Paul Bistany	Paul Bistany Real Estate Broker
Jules Champoux	CPCA, Life and Health Insurance Advisor
Leo Demarce	Blackie's Corner (2001) Ltd.

Candice Dennis

Jessica Fowler

Fowler Plumbing

Joseph Fratangeli

Good Vibes

Linda Proctor”

2. **That** paragraph 3 of By-law No. 2019-10 is hereby repealed.
3. **That** this By-law shall come into force and take effect upon third and final reading.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

**CANADA – THE CORPORATION OF THE TOWN OF TECUMSEH
DISASTER MITIGATION AND ADAPTATION FUND**

**AGREEMENT FOR CLIMATE
CHANGE AND FLOODING RESILIENCY PROJECT**

This Agreement is made as of the date of last signature

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by
the Minister of Infrastructure and Communities ("Canada")

AND

THE CORPORATION OF THE TOWN OF TECUMSEH, continued or
incorporated pursuant to the Municipal Act, 2001, S.O. 2001, C.25 (the
"Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Government of Canada established the \$2 billion Disaster Mitigation and
Adaptation Fund in Budget 2017;

WHEREAS, the Minister of Infrastructure and Communities is responsible for the Disaster
Mitigation and Adaptation Fund (the "Program");

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Climate
Change and Flooding Resiliency Project ("the Project") which qualifies for support under the
Program;

AND WHEREAS the Recipient is responsible to carry out the Project and Canada wishes to
provide financial support for the Project and its objectives;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the
Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this
Agreement, a capitalized term has the meaning given to it in this subsection.

"Agreement" means this contribution agreement and all its schedules, as may be
amended from time to time.

"Agreement End Date" means March 31, 2028.

"Asset" means any real or personal property or immovable or movable asset, acquired,
purchased, constructed, rehabilitated or improved, in whole or in part, with funds
contributed by Canada under the terms and conditions of this Agreement, including but
not limited to any Non-Owned Asset.

"Asset Disposal Period" means the period commencing from the Effective Date and
ending twenty (20) years after the Project's Substantial Completion Date.

"Communications Activity" or "Communications Activities" means, but is not limited
to, public or media events or ceremonies including key milestone events, news releases,
reports, web and social media products or postings, blogs, news conferences, public
notices, physical and digital signs, publications, success stories and vignettes, photos,
videos, multi-media content, advertising campaigns, awareness campaigns, editorials,
multi-media products and all related communication materials.

"Contract" means an agreement between the Recipient and a Third Party whereby the
latter agrees to supply a product or service to the Project in return for financial
consideration.

"Declaration of Substantial Completion" means a declaration in the form substantially
prescribed in Schedule D (Declaration of Substantial Completion).

"Effective Date" means the date of last signature of this Agreement.

"Eligible Expenditures" means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

"Fair Value" means the amount that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"In-Kind Contributions" means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

"Joint Communications" means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

"Oversight Committee" means the committee established pursuant to Section 5 (Oversight Committee).

"Non-owned Asset" means an Asset to which the Recipient does not hold the title and ownership.

"Non-Owned Land Agreement" means any agreement for real property between the Recipient and any land owner which provides the Recipient with the necessary rights or interest to access, manage, occupy, hold, use, modify or any other right or interest relating to real property for the purpose of or related to the Project or this Agreement.

"Project" means the project as described in Schedule B (Project Details).

"Project Approval Date" means October 21, 2020, which is the date indicated by Canada in writing to the Recipient following Canada's approval in principle of the Project.

"Project Component" means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

"Program" means the Disaster Mitigation and Adaptation Fund Program.

"Substantial Completion Date" means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

"Third Party" means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

"Total Financial Assistance" means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement, including the recitals, comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than 40 percent (40%) of the total Eligible Expenditures for assets owned by municipalities in provinces but only up to a maximum of ten million, seven hundred thousand dollars (\$10,700,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada's satisfaction and submitted to Canada within six months of the Effective Date and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on community employment benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per paragraph 8.1 c) Reporting.
- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period.
- h) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.5 (Set-off by Canada).
- i) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.
- j) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement.

- k) During the Asset Disposal Period the Recipient will:
- i. ensure that it has secured and will maintain title to and ownership of land or any necessary rights or interests with respect to land required to carry out the Project, including entering into and maintaining any Non-Owned land Agreement, and to operate, maintain, and repair the Assets.
 - ii. ensure that any Non-Owned Land Agreement, and necessary rights or interests with respect to land that may be registered on title under the applicable provincial legislation are so registered and are in good standing; and,
 - iii. inform Canada within thirty (30) business days of becoming aware of any material changes, breaches or termination in regard to any Non-Owned Land Agreement or any necessary rights or interests with respect to land related to any Assets, the Project or this Agreement.

3.3 APPROPRIATIONS AND FUNDING LEVELS

- a) Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B2 (Project Components and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.6 CONDITIONS PRECEDENT

- a) Condition

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.

b) Remedy

In the event that the Recipient is unable to meet the condition set out in paragraph 3.6 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

4. THE RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) The Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by Tecumseh Council Resolution (Motion: RCM-40/21), dated February 9, 2021;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient has the requisite power to own the Assets; or it will secure all necessary rights, interests, and permissions to carry out the Project during the Asset Disposal Period;
- d) The Recipient has obtained all necessary rights and permissions to carry out the Project and to operate, maintain and repair the Assets during the Asset Disposal Period;
- e) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- f) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- g) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement.
- h) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- i) The Recipient has not and will not make a payment or provide other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;

5. OVERSIGHT COMMITTEE

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor the progress of the Project as per described in Section 8 (Reporting);
- d) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- e) Act as a forum to resolve potential issues and address concerns;
- f) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- g) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) All applicable labour, environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make a payment until the conditions identified in subsection 3.6 (Conditions Precedent) have been met;
- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 8 (Reporting) and any audit requirements as required in Section 10 (Audit);
- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms to Canada title to and ownership of land or any necessary rights or interests with respect to land required for the Project in respect of that Asset.
- e) Canada will not pay any claims until the requirements under Section 19 (Environmental and Impact Assessment) and Section 20 (Aboriginal Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

7.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada. Each claim must include the following:
 - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. a breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow);
 - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed

- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsections 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

7.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents;
- b) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

7.4 PAYMENT DEADLINE

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than March 31st, 2028.

7.5 RETENTION OF CONTRIBUTION

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Section 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

7.6 FINAL ADJUSTMENTS

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

7.7 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

8. REPORTING

8.1 PROGRESS REPORT

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than every six (6) months. The progress report will be attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each progress report must include, at a minimum, the following information:
 - i. Project Title
 - ii. cost sharing breakdown, including Canada's contribution funding to the Project by Fiscal Year and any other sources of funding;
 - iii. construction start and end dates (forecast/actual);
 - iv. Project progress for the period;
 - v. an update on Project issues/risks, if any, and mitigation measures;
 - vi. an update on Project alignment to meet results as described in Schedule B, subsection 1.2; and
 - vii. confirmation of the Project's installed signage, if applicable.
- c) Expected and actual results related to community employment benefits for the Project will be included in a progress report on an annual basis.

8.2 FINAL REPORT

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under paragraph 8.1 (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:
 - i. the Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
 - ii. total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
 - iii. an attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;
 - iv. reporting on community employment benefits and demonstrating that all environmental conditions and aboriginal consultation and accommodation requirements have been met;
 - v. confirmation of the Total Financial Assistance in accordance with paragraph 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

9. INFORMATION MANAGEMENT

The Recipient will use the Infrastructure Recipient Information System (IRIS), or a process designated by Canada, to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

10. AUDIT

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.2 (Accounting Principles).
- c) The Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect to the Project for at least six (6) years after the Agreement End Date.

11. EVALUATION

The Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12. ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

- c) The Recipient acknowledges that the following may be made publicly available by Canada:
 - i. its name, the amount awarded by Canada, and the general nature of the Project; and
 - ii. any evaluation or audit report and other reviews related to this Agreement.

13.2 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public.
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities.

14. DISPUTE RESOLUTION

The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

- a) If a contentious issue arises, it will be referred to the Oversight Committee. The Oversight Committee will examine it and, in good faith, attempt to resolve it, within thirty (30) business days from the receipt of notice.
- b) Where the Oversight Committee cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) The Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) The Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

15.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) One or more of the Events of Default occurs.
- b) Canada gave notice to the Recipient of the event which in Canada's opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) Terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) Require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) Terminate this Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) Any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) Any damage to, loss of, or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) Any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) Any damage to or loss or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i) where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
 - ii) ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing.

- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

18.3 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse Canada forthwith on demand.

18.4 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.5 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.6 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.7 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.9 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.10 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.11 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "pdf" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.12 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.13 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

18.14 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.15 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by mail addressed to:

for Canada:

ASSISTANT DEPUTY MINISTER
COMMUNITIES AND RURAL ECONOMIC DEVELOPMENT BRANCH
INFRASTRUCTURE CANADA
1100 - 180 Kent Street
Ottawa, Ontario
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

THE CORPORATION OF THE TOWN OF TECUMSEH
DIRECTOR PUBLIC WORKS & ENVIRONMENTAL SERVICES
917 LESPERANCE ROAD
TECUMSEH, ONTARIO
N8N 1W9
E: PBARTNIK@TECUMSEH.CA

&

THE CORPORATION OF THE TOWN OF TECUMSEH
DIRECTOR CORPORATE SERVICES & CLERK
917 LESPERANCE ROAD
TECUMSEH, ONTARIO
N8N 1W9
E: LMOY@TECUMSEH.CA

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

18.16 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.17 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of the Recipient.

18.18 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

18.19 INTELLECTUAL PROPERTY

- (a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- (b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

19. ENVIRONMENTAL AND IMPACT ASSESSMENT

19.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental and impact assessment legislation for the Project.

19.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada is of the opinion that there are requirements under the applicable federal environmental or impact assessment legislation in relation to the Project, the Recipient agrees that construction of the Project or any other physical activity that is carried out in relation to the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until those requirements have been met and continue to be met.

20. ABORIGINAL CONSULTATIONS

The Recipient agrees that:

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirements, have been met and continues to be met. If required, Canada must be satisfied that:


- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) if applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) accommodation measures, where appropriate, are being carried out by the Recipient and these costs may be considered Eligible Expenditures; and
- d) any other information has been provided that Canada may deem appropriate.

SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure and Communities and on behalf of the Recipient by the Mayor of the Corporation of the Town of Tecumseh.

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA

THE CORPORATION OF THE TOWN OF
TECUMSEH

 2021.08.06
17:08:46 -04'00'

The Honourable Catherine McKenna
Minister of Infrastructure and Communities


Gary McNamara
Mayor of The Corporation of the Town of
Tecumseh

AUG 13 2021

DATE

DATE


Laura Moy
Director of Corporate Services and Clerk
Town of Tecumseh

August 13. 2021
DATE

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1. ELIGIBLE EXPENDITURES

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
 - i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
 - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 - 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - 3. The arrangement is approved in advance and in writing by Canada.
 - iii. Costs of Aboriginal consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

A.2 INELIGIBLE EXPENDITURES

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date except for expenditures associated with greenhouse gas assessments as per paragraph A.1.a).
- b) Expenditures incurred for cancelled Projects.
- c) Expenditures of relocating entire communities.
- d) Costs for and associated with the acquisition of land.
- e) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs, unless in accordance with the requirements described in Schedule A.1.a)ii;
- f) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.a)ii;
- g) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys).
- h) Any goods and services costs which are received through donations or in-kind.
- i) Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates.
- j) Expenditures associated with operating expenses and regularly scheduled maintenance work.
- k) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project.
- l) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental and Impact Assessment and Aboriginal consultation obligations have been met and continue to be met as outlined in Section 19 and Section 20; and
- m) Expenditures related to all emergency services infrastructure.

SCHEDULE B – PROJECT DETAILS

B1. Project Description:

The Project involves:

1. The decommissioning of two (2) existing storm pumping stations (St. Marks Pump Station and Scully Pump Station);
2. The construction of one (1) consolidated pumping station (St. Mark's/Scully Pump Station) at the Scully Pump Station Site including emergency backup power; and
3. The upgrading of the existing P.J. Cecile storm pumping station, which includes the replacement of the storm pump station, replacement of the existing (750mm diameter) pump station outfall with a larger (1350mm diameter) outfall that will have a 750mm branch/outfall into the marina that will be close to the existing location and the installation of a new outfall that will continue north with improvements to the existing jetty and shoreline to provide the second outfall location, and the installation of emergency backup power.

To accomplish these work activities, the Project includes related work activities, including:

- 1) The installation of approximately 500 m of storm trunk storm sewer on Riverside Drive between Grant Street and Arlington Boulevard (which includes the relocation of existing municipal infrastructure and utilities that may be in conflict) to provide conveyance capacity (i.e. to divert the stormwater flows) to the new consolidated St. Mark's/Scully pump station;
- 2) The installation of new pump station outfalls (into Lake St Clair) at the St. Mark's/Scully and the P.J. Cecile Pump Station locations;
- 3) The repair or replacement of new shoreline protection (i.e. break wall) at the Scully Pump Station location (related work that is required for the abandonment of this asset); and
- 4) Work activities that are related to the abandonment of the St. Mark's storm pump station and outfall into lake St. Clair, which include the repair or replacement of the shoreline protection (i.e. break wall); and
- 5) The installation of emergency backup power at the consolidated St. Mark's/Scully Pump Station.

B1.1 Project Objective:

The overall objective is to build climate resilience in the Town of Tecumseh, Ontario, which includes:

- mitigating flooding in vulnerable areas;
- reducing flooding impacts to critical infrastructure, resident health and safety, and economic activity; and
- providing an increased level of service within the vulnerable areas.

B1.2 Expected Results at Project completion (by asset or asset system):

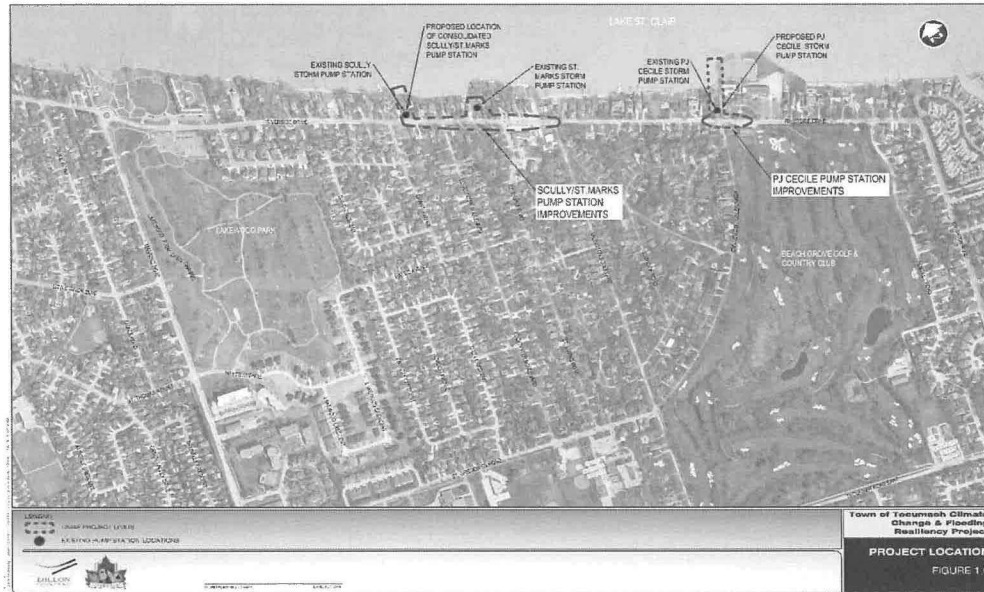
- A. St. Mark's/Scully Storm Pumping Station
- B. P.J. Cecile Storm Pump Station
- C. Riverside Drive Trunk Storm Sewer
- D. Shoreline Protection (Break Wall) at St. Marks Pump Station
- E. Shoreline Protection (Break Wall) at Scully Pump Station

Expected Outputs and immediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	A. 0 B. 1 (existing) C. 0 m D. 1 (existing) E. 1 (existing)	A. 1 B. 1 (improved) C. 500 m D. 1 (improved) E. 1 (improved)	

	Expected lifecycle of newly built or improved infrastructure Assets (years)	A. 0 Years B. 0 Years C. 0 Years D. 0 Years E. 0 Years	A. 50 Years B. 50 Years C. 75 Years D. 50 Years E. 50 Years	
	Performance of newly built or improved infrastructure Assets (ex. m ³)	A. 1.2m ³ /s B. 0.4m ³ /s C. <1:2 Year storm event D. 1:100 Year Flood Elevation for Lake St. Clair E. 1:100 Year Flood Elevation for Lake St. Clair	A. 6.0m ³ /s B. 3.0m ³ /s C. 1:5 Year storm event D. 1:100 Year Flood Elevation for Lake St. Clair E. 1:100 Year Flood Elevation for Lake St. Clair	
Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	> 15%	< 5%	
	Percentage of local economic losses per hazard	> 5%	< 2%	
	Percentage of population without essential services during hazard	> 20%	< 2%	
	Number of missing people/lives lost	< 10	< 10	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	0	\$380,000,000	
Minimum Federal Requirements	<p>All projects under the DMAF must meet the following federal requirements:</p> <p>a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>.</p> <p>b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws.</p>			

B1.3 Boundaries:

Project Component	Midpoint km	Project Component Mid-Points	
		CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
A	NA	42.32385	-82.85952
B	NA	42.32137	-82.85057
C	0.210	42.32321	-82.85775
D	NA	42.32395	-82.85745
E	NA	42.32437	-82.85954



B2. Project Components and Cashflow

Project Components	Estimated Expenditures			Forecast						
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year						
				2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Project Cost	\$ 26,750,000	\$ 26,750,000	\$ 10,700,000	\$0	\$3,109,200	\$3,700,400	\$252,800	\$1,168,000	\$2,469,600	\$0
Total	\$ 26,750,000	\$ 26,750,000	\$ 10,700,000	\$0	\$3,109,200	\$3,700,400	\$252,800	\$1,168,000	\$2,469,600	\$0

B3. Total Financial Assistance: \$26,750,000

Recipient: \$16,050,000

Canada: \$10,700,000

Other contributors: \$0

SCHEDULE C – COMMUNICATIONS PROTOCOL

C.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

C.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

C.3 GOVERNANCE

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

C.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.

- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

C.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Infrastructure Canada's website (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).
- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to infphoto@infrastructure.gc.ca along with the Project name and location.

C.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

C.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and

remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per subsection 8.1 b) (Progress Report).

C.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

SCHEDULE D – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Infrastructure and Communities, and the Recipient, as represented by _____ (Name), concerning the Change And Flooding Resiliency Project.

I, _____ (Name), of the City of _____,

Province/Territory of **the Recipient**, declare as follows:

1. I hold the position of _____ with **the Recipient** and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
 2.
 - a) I have received the following documents for the Change And Flooding Resiliency Project:
 - i. **[LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.]** signed by _____ (Name), a _____ (Profession, e.g. professional engineer) for the Project.
 - ii. **[ADD SAME TEXT AS IN i FOR EACH DOCUMENT]**
 - b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that the Project:
 - i. has been substantially completed, as described in Schedule B.1 (Project Description) of the Agreement, dated on the _____ day of _____ 20__;
 - ii. was carried out between the dates _____ (start date) and _____ (Substantial Completion Date).
- [Insert #3, if applicable:]**
3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the **[applicable environmental review or assessment e.g., Impact Assessment Act, 2019, or Northern Regime]**:
 - i. **[LIST NAME OF RELEVANT DOCUMENT(S)]** signed by _____ (Name), an _____.
 - ii. **[ADD SAME TEXT AS IN i FOR EACH DOCUMENT]**
 4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City), in _____ (Province/Territory)
this _____ day of _____, 20_____.

(Signature)

The Corporation of the Town of Tecumseh

By-Law Number 2021-64

Being a By-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities.

Whereas Her Majesty the Queen in right of Canada as represented by the Minister of Infrastructure and Communities (Canada) is responsible for the Program entitled the Disaster Mitigation and Adaptation Fund (Program);

And Whereas The Corporation of the Town of Tecumseh (Town) has submitted to Canada a proposal for the funding of improvements to the Climate Change and Flooding Resiliency Project (Project) which qualifies for support under the Program;

And Whereas the Town is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

And Whereas the Town is desirous of entering into an Agreement with Canada for the funding of the Project under the Program;

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

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

1. **That** the Mayor and Director Corporate Services & Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute an Agreement for Climate Change and Flooding Resilience Project for funding under the Disaster Mitigation and Adaptation Program, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **That** this By-law shall come into force and take effect on the 13th Day of August 2021.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2021-65

Being a by-law to authorize the execution of a Site Plan Control Amending Agreement between The Corporation of the Town of Tecumseh and The TDL Group Corp.

Whereas The TDL Group Corp. (Owner) owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

And Whereas a Site Plan Control Agreement (Original Agreement) between the Owner, Raymond Simrak, and The Corporation of the Town of Tecumseh (Corporation) was entered into, an execution copy of which was registered in the Land Registry Office for the Land Titles Division of Essex (No. 12) as Instrument No. CE90936 on September 10, 2003;

And Whereas the Original Agreement was further amended by a Site Plan Control Amending Agreement, an execution copy of which was registered in the Land Registry Office for the Land Titles Division of Essex (No. 12) as Instrument No. CE30790 on August 7, 2012;

And Whereas the 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 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 the Owner and the Corporation are desirous of further amending the Original 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 Amending Agreement between The Corporation of the Town of Tecumseh and The TDL Group Corp. dated the 17th day of August, 2021, a copy of which Site Plan Control Amending 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 Amending 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 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH
SITE PLAN CONTROL AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this 17th day of Aug, 2021

B E T W E E N :

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "Town"

Of the First Part,

- and -

THE TDL GROUP CORP.
hereinafter called the "Owner"

Of the Second Part.

WHEREAS:

- 1) The Owner owns and has developed that certain parcel or tract of lands and premises, situate, lying and being in the Town of Tecumseh, and being more particularly described in Schedule "A" attached;
- 2) A site plan control agreement (the "Original Site Plan Control Agreement" "Original Agreement") between the Owner, Raymond Simrak and The Town has been entered into, an execution copy of which was registered in the Land Registry Office for the Land Titles Division of Essex (No. 12) as instrument No. CE90936 on September 10, 2003 respecting said development;
- 3) The Original Agreement was further amended by a Site Plan Control Amending Agreement, an execution copy of which was registered in the Land Registry Office for the Land Titles Division of Essex (No. 12) as instrument no. CE30790 on August 7, 2012 respecting said development;
- 4) The Town has enacted by-laws designating the subject lands as a site plan control area in pursuance of the Planning Act of Ontario and as a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Planning Act, required that this agreement be entered into by virtue of subsection 41(7)(c) of the Planning Act;
- 5) The Original Agreement is hereby amended as set out herein, all of which is hereinafter referred to as "the Site Plan Agreement" and the amendment affects all of the lands described in Schedule "A" hereto, which lands are herein called the "subject lands";
- 6) The Owner has amended the site plan and drawings for the subject lands, and the Town has approved the amendments, together with certain amendments to the text of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of Five dollars (\$5.00) now paid by the Owner to the Town (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1) The Site Plan attached as Schedule "B" to the Original Site Plan Control Agreement, is hereby deleted and repealed, and is hereby replaced, the original replacement of which has been signed by the parties and is on file with the town hereinafter "the Site Plan".

- 2) The Servicing Plan attached as Schedule "C" to the Original Site Plan Control Agreement, is hereby deleted and repealed, and is hereby replaced, the original of which replacement has been signed by the parties and is on file with the town, hereinafter "Site Service Drawings"
- 3) The parties agree that paragraph 14.5 of the Original Site Plan Control Agreement be and is hereby amended by deleting the words "Section 326 of the Municipal Act, R.S.O. 1990" and replacing them with the words "Section 446 of the Municipal Act, 2001 S.O. 2001".
- 4) The Owner shall, at its own expense, develop the Lands with the amenities, facilities, works, services and in accordance with each and every of the obligations described and set out in this agreement, the Original Agreement, and in accordance with the Site Plan (all of which are hereinafter collectively called the "Services").

5) SECURITY

- 5.1 The Owner agrees to provide contemporaneously with the execution hereof, a cash security deposit or irrevocable letter of credit (in form satisfactory to the Town) in the amount of \$10,000.00 to ensure that all of its obligations herein contained are completed to the satisfaction of the Town. The cash security deposit shall be returned to the Owner on completion to the satisfaction of the Town, and final inspection of the obligations of the Owner hereunder. It is acknowledged by the Owner that the original security amount placed pursuant to paragraph 7.1 of the Original Agreement has been returned to the Owner.
- 5.2 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 4.1 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.
- 5.3 The Owner acknowledges that it is the Owner's sole responsibility to ensure it has rights of access over abutting lands, as may be necessary, for the construction and/or maintenance of the structures placed on the Owner's lands and that neither execution of this Agreement or issuance of a Building Permit under the Building Code Act does not afford the Owner a right of access over abutting lands.

6) CONDITIONS

6.1 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 5.1;
- b) Construction lien deposit pursuant to Paragraph 5.2;

6.2 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 the Agreement 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 registration under paragraph 12) and postponements under paragraph 13) of this amending agreement if required by the Town;

- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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 427 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 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.
- 11) Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement shall 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.
- 12) 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. Where any schedule is required to be deleted from the version of the Agreement registered on title, it may be noted as being on file at the Town's offices without affecting the validity of such schedule or its incorporation as part of this Agreement.
- 13) The owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.
- 14) The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Original Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.
- 15) In the event of conflict between this amending agreement and the Site Plan Agreement, the terms of this Agreement shall govern.

- 16) This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the said parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

Signed, sealed and delivered

in the presence of:

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____

Name: Gary McNamara

Title: Mayor

c/s

Per: _____

Name: Laura Moy

Title: Clerk

THE TDL GROUP CORP.

Per:  _____

Name: ~~Matthew Smith~~ Zahra Lakhani

Title: Authorized Signing Officer

c/s

I have authority to bind the Corporation.

\\whserver2019\users\USER6\213rd\25510.TEC.TDLGroup.SitePlanAmend.clean.doc8/16/21 10:00 AM

Schedule A

Pt. N ½ Lot 304 Con. NTR Sandwich East designated as Parts 3, 4 and 5 Plan 12R-27898; subject to an easement over Parts 4 and 5 Plan 12R-27898 as in LT342903; Town of Tecumseh

Being all of PIN: 70622-0326

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 Service Drawing

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 - 66

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South.
(Planning File: D19 5648NTR – 5648 North Talbot Road)

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

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 85-18;

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

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

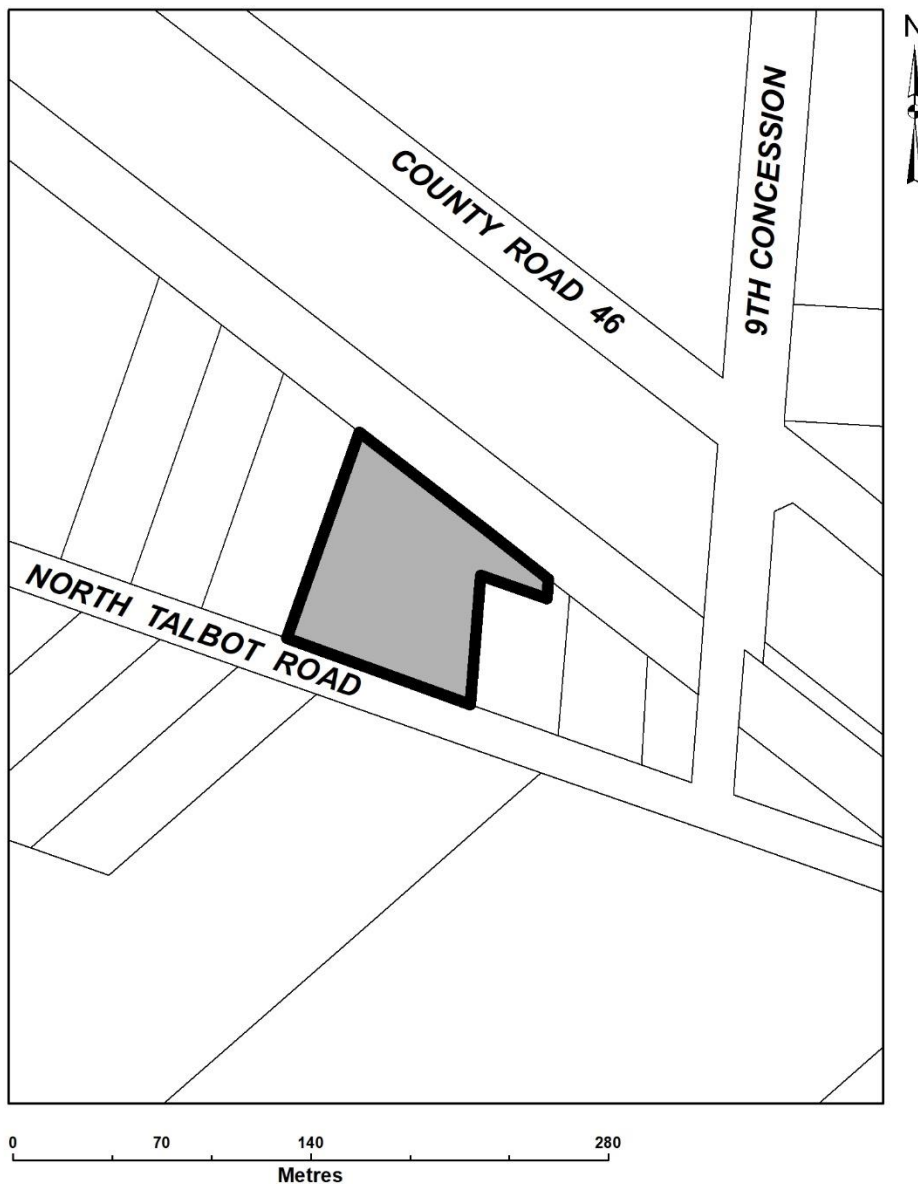
1. That Schedule "A", Map 7 to By-law 85-18, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Agricultural Zone (A-33)" to "Hamlet Residential Zone (RH)".
2. This By-law shall 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 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
5648 NORTH TALBOT ROAD
TOWN OF TECUMSEH



Change from "A-33" to "RH"

This is Schedule "A" to By-law No. 2021-66
Passed the 14th day of September, 2021.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2021-67

Being a by-law to amend By-law No. 2002-07 being a by-law to respecting the emission of sound.

Whereas By-law No. 2002-07 being a by-law respecting the emission of sound was adopted by the Council of The Corporation of the Town of Tecumseh (Council) on the 22nd day of January 22, 2002 (Noise By-law);

And Whereas the Noise By-law was amended by By-law No. 2007-39 on the 26th day of June 2007, and By-law No. 2007-48 on the 28th day of August 2007;

And Whereas Council is desirous of further amending the Noise By-law.

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

1. **That** Section 1 (1)(m) of the Noise By-law be repealed and replaced with the following:

“Noise Control Officer” means the Ontario Provincial Police, By-law Enforcement Officer, or any other person designated by Council as responsible for the administration and enforcement of this by-law from time to time.

2. **That** Section 6 Grant of Exemption of the Noise By-law be repealed and replaced with the following:

“(a) Application to Clerk

Notwithstanding anything contained in this by-law, any person may make application to the Clerk, or designate, to be granted an exemption, not later than 11:30 pm from any of the provisions of this by-law with respect to any source of sound or vibration for which they might be prosecuted and the Clerk may refuse to grant any exception or may grant the exemption applied for or any exemption of lesser effect and any exemption granted shall specify the time period, not in excess of six (6) months, during which it is effective and may contain such terms and conditions.

(b) Application to Director Parks & Recreation

Notwithstanding anything contained in this by-law, any person may make application to the Director Parks & Recreation, or designate, to be granted an exemption, for special events held in compliance with the Outdoor Special Events Policy No. 85, which do not offer the sale and/or consumption of alcohol and are scheduled within the hours of 8:00 am to 11:00 pm.

(c) Application to Council

Notwithstanding anything contained in this by-law, any person may make application to Council to be granted an exemption from any of the provisions of this by-law with respect to any source of sound or vibration for which he/she might be prosecuted and Council, by resolution, may refuse to grant any exception or may grant the exemption applied for or any exemption of lesser effect and any exemption granted shall specify the time period, not in excess of six (6) months, during which it is effective and may contain such terms and conditions as Council sees fit.

(c) Decision

In deciding whether to grant the exemption, Council shall give the applicant and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit.

(d) Breach

Breach by the applicant of any of the terms or conditions of any exemption granted by Council, the Clerk or Director Parks & Recreation shall render the exemption null and void."

3. **That** Section 7 Exemption of Traditional, Festive or Religious Activities of the Noise By-law be repealed and replaced with the following:

"Notwithstanding any other provisions of this by-law, this by-law does not apply to a person who emits or causes or permits the emission of sound or vibration in connection with any of the hereinafter listed traditional, festive, religious and other activities, namely:

- (a) Corn Festival
- (b) Christmas in Tecumseh and Santa Parade
- (c) Canada Day
- (d) Any community event organized by the Town of Tecumseh, and
- (e) Ringing of Church bells or chimes."

4. **That** Section 8 of the Noise By-law be amended by adding the following:

"Notwithstanding any other provision of this by-law, noise related to the loading, unloading, delivering, packing, unpacking, or otherwise handling any containers, products, materials, or refuse whatsoever to the following destinations is permissible:

- 1. Retail business establishments;
- 2. Restaurants, including cafes and bars;

3. Hotels and motels; and
4. Goods distribution facilities”
5. **That** this by-law shall come into force and take effect upon third and final reading.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 68

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing for funding under the Municipal Modernization Fund – Intake 2 Digital Strategy, Business Continuity, and Disaster Recovery Plan Review

Whereas Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing (Province) is providing funding under the Municipal Modernization Fund Intake 2 for a Town of Tecumseh Digital Strategy, Business Continuity, and Disaster Recovery Plan Review (funding);

And Whereas the funding will be provided to The Corporation of the Town of Tecumseh in accordance with the terms and conditions set out in an Transfer Payment Agreement;

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

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

1. **That** the Mayor and the Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Transfer Payment Agreement (Agreement) for the Municipal Modernization Fund – Intake 2 with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing dated the 14th day of September 2021, a copy of which Agreement is attached hereto and forms part of this by-law, and to do such further any acts which may be necessary to implement the Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 14th day of September, 2021

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

Corporation of the Town of Tecumseh

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name:
Title:

Corporation of the Town of Tecumseh

Date

Name: Gary McNamara
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Laura Moy
Title: Director Corporate Services & Clerk

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to crossover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$80,000
Expiry Date	March 31, 2022
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Shaun Fuerth</p> <p>Position: Director Information & Communication Services</p> <p>Address: 917 Lesperance Rd., Tecumseh ON N8N 1W9</p> <p>Fax: 519-735-8326</p> <p>Email: sfuerth@tecumseh.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Tom Kitsos</p> <p>Position: Director Finance & Chief Financial Officer</p> <p>Address: 917 Lesperance Rd., Tecumseh ON N8N 1W9</p> <p>Fax: 519-735-8326</p> <p>Email: tkitsos@tecumseh.ca</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,
- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE “C” PROJECT

Project Title
Town of Tecumseh Digital Strategy, Business Continuity, and Disaster Recovery Plan Review
Objectives
The objective of the Project is to review the Recipient’s digital platforms, with the goal of finding efficiencies and avoiding costs resulting from data loss and service disruption. The Project will also result in a Digital Strategy, Business Continuity Plan, and Disaster Recovery Plan.
Description
<p>The Recipient will retain an independent third-party reviewer to conduct a current state assessment of the Recipient's service delivery and administrative processes to determine a list of recommendations for a Digital Strategy. The Digital Strategy will identify the Recipient's. digital vision, principles, goals, and priorities and include a five-year tactical and resourcing plan for implementation. The Project will also include a business impact analysis and risk assessment to assist the Recipient in developing a Business Continuity Plan/Disaster Recovery Plan (DRP). It will identify consistent recovery strategies for identified business functions and processes to offer uninterrupted service to ratepayers and clients during and after a disaster.</p> <p><u>Independent Third-Party Reviewer's Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by January 31, 2022.</p> <p>The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$80,000

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement 	Initial payment of \$28,000 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> • Submission of Interim Progress Report Back to the Province • Submission of Independent Third-Party Reviewer’s Report to the Province • Publishing of Independent Third-Party Reviewer’s Report • Submission of Final Report Back to the Province 	Final payment of up to \$52,000 made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 69

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing for funding under the Municipal Modernization Fund – Intake 2 Town of Tecumseh and Municipality of Lakeshore Economic Development Study

Whereas Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing (Province) is providing funding under the Municipal Modernization Fund Intake 2 for a Town of Tecumseh and Municipality of Lakeshore Economic Development Study (funding);

And Whereas the funding will be provided to The Corporation of the Town of Tecumseh in accordance with the terms and conditions set out in an Transfer Payment Agreement;

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

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

1. **That** the Mayor and the Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Transfer Payment Agreement (Agreement) for the Municipal Modernization Fund – Intake 2 with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing dated the 14th day of September 2021, a copy of which Agreement is attached hereto and forms part of this by-law, and to do such further any acts which may be necessary to implement the Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 14th day of September, 2021

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

Corporation of the Town of Tecumseh

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name:
Title:

Corporation of the Town of Tecumseh

Date

Name: Gary McNamara
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Laura Moy
Title: Director Corporate Services & Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to crossover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$47,000
Expiry Date	March 31, 2022
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Margaret Misek Evans</p> <p>Position: Chief Administrative Officer</p> <p>Address: 917 Lesperance Rd., Tecumseh ON N8N 1W9</p> <p>Fax: 519-735-8326</p> <p>Email: mevens@tecumseh.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Tom Kitsos</p> <p>Position: Director Finance & Chief Financial Officer</p> <p>Address: 917 Lesperance Rd., Tecumseh ON N8N 1W9</p> <p>Fax: 519-735-8326</p> <p>Email: tkitsos@tecumseh.ca</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,
- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE “C” PROJECT

Project Title
Town of Tecumseh and Municipality of Lakeshore Economic Development Study
Objectives
The objective of the joint Project is to review the Recipient’s and the Municipality of Lakeshore’s economic development service delivery with a goal of identifying potential efficiencies through shared service delivery and potential joint economic development initiatives.
Description
<p>The Recipient will retain an independent third-party reviewer to identify tangible local economic development initiatives for the Recipient, as well as potential shared opportunities with the Municipality of Lakeshore, including:</p> <ul style="list-style-type: none"> • Shared marketing and promotion of local businesses; • A hybrid Business Improvement Area arrangement; • Collaborative signage on common entry routes; • And shared transit services in the commercial area along the mutual boundary between the Recipient and the Municipality of Lakeshore. <p>The review will develop in consultation with the affected business community in the shared area for the consideration of the Tecumseh-Lakeshore Inter-Municipal Committee.</p> <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by January 31, 2022.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$47,000

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement 	Initial payment of \$16,450 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> • Submission of Interim Progress Report Back to the Province • Submission of Independent Third-Party Reviewer’s Report to the Province • Publishing of Independent Third-Party Reviewer’s Report • Submission of Final Report Back to the Province 	Final payment of up to \$30,550 made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 70

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing for funding under the Municipal Modernization Fund – Intake 2 Town of Tecumseh Payroll Systems Review

Whereas Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing (Province) is providing funding under the Municipal Modernization Fund Intake 2 for a Town of Tecumseh Payroll Systems Review (funding);

And Whereas the funding will be provided to The Corporation of the Town of Tecumseh in accordance with the terms and conditions set out in an Transfer Payment Agreement;

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

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

1. **That** the Mayor and the Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Transfer Payment Agreement (Agreement) for the Municipal Modernization Fund – Intake 2 with Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing dated the 14th day of September 2021, a copy of which Agreement is attached hereto and forms part of this by-law, and to do such further any acts which may be necessary to implement the Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 14th day of September, 2021

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

Corporation of the Town of Tecumseh

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name:
Title:

Corporation of the Town of Tecumseh

Date

Name: Gary McNamara
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Laura Moy
Title: Director Corporate Services & Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to crossover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$40,000
Expiry Date	March 31, 2022
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Tom Kitsos</p> <p>Position: Director Finance & Chief Financial Officer</p> <p>Address: 917 Lesperance Rd., Tecumseh ON N8N 1W9</p> <p>Fax: 519-725-8326</p> <p>Email: tkitsos@tecumseh.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Tom Kitsos</p> <p>Position: Director Finance & Chief Financial Officer</p> <p>Address: same as above</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,
- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE “C”
PROJECT**

Project Title
Town of Tecumseh Payroll Systems Review
Objectives
The objective of the Project is to review the Recipient’s payroll systems, with the goal of identifying efficiencies that could be realized through digital operations and streamlined processes.
Description
<p>The Recipient will retain an independent third-party reviewer to assess its current payroll systems. The review will identify low or no value-added activities within the Recipient’s current processes and operations and determine whether to reduce, streamline or discontinue these processes. The review will also make recommendations regarding the improved utilization of existing technology or the implementation of new software within the payroll systems that will reduce staff time in connection with low value-added activities.</p> <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by January 31, 2022.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$40,000

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement 	Initial payment of \$14,000 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> • Submission of Interim Progress Report Back to the Province • Submission of Independent Third-Party Reviewer’s Report to the Province • Publishing of Independent Third-Party Reviewer’s Report • Submission of Final Report Back to the Province 	Final payment of up to \$26,000 made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	October 31, 2021
2. Final Report Back and Invoices	January 31, 2022

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by October 31, 2021 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer, and
- An update on the estimated cost of the Project.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by January 31, 2022 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

The Corporation of the Town of Tecumseh

By-Law Number 2021-71

A by-law to amend Schedule “F” (Boulevard Parking) of By-law No. 2001-36, as amended, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Municipality.

Whereas By-law No. 2021-36, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Corporation of the Town of Tecumseh was enacted by the Council of the Town of Tecumseh on the 9th day of October, 2001;

And Whereas the Council of The Corporation of the Town of Tecumseh is desirous of further amending By-law No. 2001-36, previously amended by By-law 2002-08, 2002-18, 2002-45, 2002-48, 2002-92, 2002-95, 2002-108, 2003-11, 2003-51, 2003-79; 2004-17, 2004-33, 2004-43, 2004-49, 2004-59, 2004-67, 2005-08, 2005-32, 2005-71, 2006-61, 2006-74; 2008-39, 2009-64, 2010-21, 2010-23, 2010-58, 2010-69, 2012-31, 2012-37, 2012-46, 2012-71, 2013-10, 2013-62, 2014-76, 2014-83, 2015-15, 2015-46, 2016-04 and 2021-47.

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

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

1. **That** By-law No. 2001-36, as amended, is hereby further amended by deleting Schedule “F” (boulevard parking) and replacing same with the attached Schedule “F”.
2. **That** this By-law shall come into force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

Schedule “F”

By-Law 2001- 36, as amended by
By-law 2021-71

Boulevard Parking

Highway	Side Or Sides
Coronado Drive – from Dillon Drive to Little River Road	East Side
Arlington Boulevard – from Riverside Drive to Tecumseh Road	East and West Sides
Brighton Road - from Riverside Drive to C.N.R. Tracks	East and West Sides
Cove Drive – from Riverside Drive to C.N.R. Tracks	West
Dorset Park – from Collier Crescent to Harbourne Crescent	North and South Sides
Dresden Place – from Regent Road to Tecumseh Road	North and South Sides
Kensington Boulevard – from Riverside Drive to Arlington Blvd	East and West Sides
Lesperance Road – from Meconi Drive to Shields Street	East and West Sides
Lexham Gardens – from Tecumseh Road to Estate Park	East and West Sides
Manning Road – from Riverside Drive to C.N.R. Tracks	East Side
Riverside Drive – from Manning Road to Brighton Road	North and South Sides
Shields Street – from County Road 43 to the easterly limit of	
Shields Street adjacent Vista Academy	South Side
St. Gregory’s Road – from Edgewater Boulevard to Manning Rd.	North and South Sides
St. Mark’s Road – Riverside Drive south 30 metres	East and West Sides
Tecumseh Road – Manning Road to Brighton Road	North and South Sides
Tecumseh Road – Brighton Road to Bedell Street	North and South Sides
Tecumseh Road – Shawnee Road to eastern limit	North and South Sides

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 41

Being a bylaw to provide for the reassessment of the CYR Drain & Extension

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter “Town”) has been requested to provide for the reassessment of the reassessment of the CYR Drain & Extension;

And Whereas the Town procured a Drainage Report for the reassessment of the CYR Drain & Extension from Mark Hernandez, P. Eng., of Dillon Consulting Ltd, dated June 11, 2021 (hereafter “Drainage Report”);

And Whereas notice of a Public Meeting to hear comments from the affected property owners on the Drainage Report was given on May 7, 2021;

And Whereas a Public Meeting of Council was held on Tuesday, June 08, 2021, at 5:45 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Drainage Report was referred back to Mark Hernandez, P. Eng., of Dillon Consulting Ltd. at the June 8, 2021 Public Meeting by Council for reconsideration as a result of a land severance in the affected drainage area;

And Whereas on June 11, 2021, Mark Hernandez, P. Eng., of Dillon Consulting Ltd. filed the Reconsidered Drainage Report for the Reassessment of the Cyr Drain & Extension, dated June 11, 2021 (Reconsidered Drainage Report);

And Whereas notice of a Public Meeting to hear comments from the affected property owners was given on June 17, 2021;

And Whereas a Public Meeting of Council was held on Tuesday, July 13, 2021, at 5:45 pm to hear from any affected property owners on the Reconsidered Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the reassessment of the the reassessment of the CYR Drain & Extension is desirable;

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

1. **That** the Reconsidered Drainage Report providing for the repair and improvement of the reassessment of the CYR Drain & Extension, dated June 11, 2021, as prepared by the consulting engineering firm Dillon Consulting and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.

2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.
4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 13th day of July, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

Read a third and final time this ____ day of _____ 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

**RECONSIDERED DRAINAGE REPORT
FOR THE
REASSESSMENT OF THE**

CYR DRAIN & EXTENSION

**TOWN OF TECUMSEH
COUNTY OF ESSEX**



(FINAL REPORT)

11 JUNE 2021

MARK D. HERNANDEZ, P.ENG.

FILE No. 19-9611

TECUMSEH FILE NO. EO9CY(17)

File No. 19-9611

Mayor and Council
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8N 1W9



Reconsidered Drainage Report for the Reassessment of the CYR DRAIN & EXTENSION Town of Tecumseh

Mayor and Council:

Instructions

The Drainage Superintendent, on behalf of the Municipality, submitted a request to have a new schedule of assessment prepared for future maintenance of the Cyr Drain and Extension to the Cyr Drain in the Town of Tecumseh. Council accepted the request under Section 76 of the Drainage Act and on 27th March 2019 appointed Dillon Consulting Limited to prepare a report.

The purpose of this report is not to authorize work to be carried out on the Cyr Drain and Extension but only to establish an updated Assessment Schedule for Future Maintenance on the drain.

Summary of Changes to Original Report

Our original report dated 17 March 2021 was considered by Town of Tecumseh Council on 8 June 2021. Council deferred their decision to adopt the report. The report was referred back for reconsideration to address a land severance and apportionment for Roll No. 570-06000.

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

Watershed Description

The Cyr Drain and Extension of the Cyr Drain consists of an open channel with an enclosed section. The length of drain is approximately 1,842 metres and a watershed area of 41.6 hectares. The lands comprising the watershed are of mixed agricultural, residential, commercial and light industrial land uses. There is little topographic relief. From the Ontario Soil Survey, the principle surficial soil in the watershed area is described as Brookston Clay with Brookston Clay Sand Spot Phase soils. The soils are predominantly poorly drained. Most of the agricultural land parcels are systematically tiled. During our investigation it was observed that approximately 90 metres of the upper reach of the drain has been filled in. If the filled in upper section of the drain is no longer required for drainage, the Town should meet with the affected landowners to discuss the abandonment of this section of the drain.

Drain History

The recent history of Engineers' reports for the Cyr Drain and Extension follows:

- **8 April 1992 by Lou Zarlenga, P.Eng.:** This is a reconsidered report. The recommended work included the repair, improvement and widening of the Cyr Drain, complete with enclosing part of the drain along the rear of Roll No. 570-06500 and Westlake Drive and incorporating the roadside drain on County Road No. 22 to be known as the Extension of the Cyr Drain.
- **9 October 1969 by C.G.R. Armstrong, P.Eng.:** The recommended work provided for the initial construction of the Cyr Drain under a petition. The drain extended from its outlet into the roadside ditch at County Road No. 22 to its head approximately 762 metres southerly along the west limit of Lot 153.

On-Site Meeting

We conducted an on-site meeting on 22nd January 2020. A record of the meeting is provided in Schedule 'A', which is appended hereto.



Allowances

Allowances for additional land use or damages to lands for the placement of drain spoils in accordance with Sections 29 and 30 of the Drainage Act are applicable to drain improvements recommended under a new Engineer's report only and do not apply to on-going maintenance and repairs or reassessment reports. Schedule 'B' for allowances is therefore omitted from this assessment report since there has been no instruction to consider drain improvements in accordance with Section 78 of the Drainage Act.

Recommendations

In order that the cost of future maintenance works be fairly proportioned against the lands and roads within the watershed that are affected by the Cyr Drain and Extension to the Cyr Drain, we recommend that the new schedule of assessment included in this report be adopted and used for future maintenance. The new schedule more accurately defines the lands and roads which are affected. This schedule will replace the maintenance schedules contained in the previous report.

Assessment of Costs

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain).
- ii. Outlet Liability (part of cost required to provide outlet for lands and roads).
- iii. Special Benefit (additional work or feature that may not affect function of the drain).

We have assessed the estimated costs against the affected lands and roads as listed in Schedule 'C' under "Benefit" and "Outlet."

Schedule of Assessment (Future Drain Maintenance)

Schedule “C” shows assessments against the affected upstream lands and roads in the watershed based on an arbitrary cost of \$15,000.00.

Engineering costs (\$22,500.00) associated with the preparation of this report and future drain maintenance costs on the Cyr Drain and Extension would be proportioned in the same relative amounts as listed in Schedule “C.”

All technical aspects of future maintenance works on the drain shall be governed by the report prepared by Lou Zarlenga, P. Eng. dated 8 April 1992.

Special Assessments for Drain Maintenance Items

To address other future maintenance work, we recommend the following:

- Drain bank repairs due to erosion caused by surface drainage on the field side of the drain or caused by tile inlet drainage flows shall be assessed 100% against the abutting landowner.
- Drain bank repairs due to erosion caused by surface drainage on the road side of the drain shall be assessed 100% against the Road Authority.
- Tile inlet repairs shall be assessed 100% against the abutting landowner.

The above assessments are typically applied as a special benefit assessment against the benefiting landowner when the works are undertaken. Schedule ‘D’ is typically provided within a new engineer’s report that recommends drain improvements and includes an estimate and breakdown of costs with corresponding special benefit assessments in accordance with Sections 24 and 26 of the Drainage Act. Since this report is for reassessment purposes only, Schedule ‘D’ has been omitted from this report.

Drawings and Specifications

Schedule 'F' for drainage work specifications does not apply to reassessment reports and therefore is omitted from this report. Attached to this report is Schedule 'G' which include the following drawings:



Page 1 of 1: Watershed Plan

Utilities

It may become necessary to temporarily or permanently relocate utilities that may conflict with the ongoing maintenance activities. In accordance with Section 26 of the Drainage Act, we assess any relocation cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

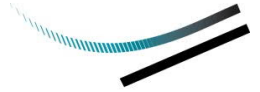
Approvals

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

Grants

Section 85 states that grants may be made with respect to assessments upon lands used for agricultural purposes applicable to drainage works undertaken in accordance with Sections 4, 74 or 78. No grant is applicable to costs of reassessment prepared in accordance with Section 76 of the Drainage Act except for provisions stated in A.D.I.P. policy 2.3(e).

Respectfully submitted,



DILLON CONSULTING LIMITED

Mark D. Hernandez, P.Eng.

MDH:wlb:lld

Meeting Minutes

Subject: Cyr Drain
Date: January 22, 2020 4 p.m.
Location: Horwood Room Tecumseh Arena
Our File: 19-9611
Distribution: Landowners

At endees

<u>Name</u>	<u>Role/Company</u>
Jeff Sylvestre	Landowner
James Sylvestre	Landowner
Josette Eugeni	Landowner
Robert Banwell	Landowner
Sam Paglia	Town of Tecumseh
Phil J. LeBlanc	Landowner
Rick Demarse	Landowner
Mark Fishleigh	County of Essex
Yves Poirier	Landowner
Bernie & Diana McGraw	Landowner
Mark Hernandez	Dillon Consulting Limited
Kristine Wilkinson	Dillon Consulting Limited

Notes

<u>Item</u>	<u>Discussion</u>	<u>Action by</u>
1.	General information regarding the Drainage Act	
1.1.	Project scope is an updated Schedule of Assessment under Section 76 of the Drainage Act	
1.1.1.	Explanation of project-Surveying of lands to confirm watershed including an updated Schedule of Assessment for Future Maintenance	
2.	Question: What does maintenance mean?	
2.1.	Clean out and repair to bring back to original state	
3.	Desro drainage issues-blockage at drain culvert	

<u>Item</u>	<u>Discussion</u>	<u>Action by</u>
3.1.	Not a municipal drain. Belongs to the Road Authority. Town Public Works can repair and maintain	
4.	How is the work assessed to landowners?	
4.1.	Explanation of drainage assessments was provided	
5.	Cyr Drain is a Class 'F' drain meaning not constantly full of water	
6.	Question: When will maintenance occur?	
6.1.	Class 'F' drain and anticipate cleaning in the spring	
7.	Background information about request	
7.1.	Some landowners indicated the drain often has no water	
7.2.	No flooding issues identified	
8.	Assessed for path of water to Cyr Drain then East Townline Drain	
8.1.	New assessment is created based on use and area to determine assessment	
9.	Upstream end has been filled in and needs to be removed from the drainage report	
10.	Questions: Is there development in the vacant lands? Would we have to double pay? Would the drain have to be rerouted? Who will pay the costs? The Developer?	
10.1.	Presently when the drain is cleaned the costs will be assessed to the landowners. Separate from development.	

Errors and/or Omissions

These minutes were prepared by **Kristine Wilkinson** who should be notified of any errors and/or omissions.

Meeting Minutes

Subject: Cyr Drain PIC Meeting
Date: March 5, 2021 2:30 p.m.
Location: Conference Call Via Zoom
Our File: 19-9611
Distribution: Landowners in Cyr Watershed

Attendees

<u>Name</u>	<u>Role/Company</u>
Josette Eugeni	Landowner
Jeff Sylvestre	Landowner
Jim Sylvestre	Landowner
Rick Demarse	Landowner
Zohill	Landowner
Sam Paglia	Town of Tecumseh
Mark Fishleigh	County of Essex
Mark Hernandez	Dillon Consulting Limited
Kristine Wilkinson	Dillon Consulting Limited

Notes

<u>Item</u>	<u>Discussion</u>	<u>Action by</u>
1.	General information regarding the Drainage Act	
1.1.	Project scope- updated schedule of assessment under a Section 76 of the Drainage Act.	
1.1.1.	Clarification was given regarding the difference between a section 76 and a section 78	
2.	Clarification was provided by the Town regarding the most recent by-law / report which is dated April 8 th 1992 and was a reconsideration of the February 3, 1992 report. The draft report will be revised accordingly.	Dillon

<u>Item</u>	<u>Discussion</u>	<u>Action by</u>
3.	2019 Lidar illustrating the topography of the fields was shown during the meeting to show the overland drainage path of the fields. It generally coincides with the watershed depicted in the draft report.	
4.	Landowner Jeff Sylvestre requested that the Sylvestre farm parcels already assessed to the East Towline Drain remain in the ETLD report, and be removed from the Cyr Drainage Report. Jeff noted that although the topography goes west, the Sylvestres have constructed furrows to capture the flow and take it East. Draft report to be revised accordingly.	Dillon
5.	Landowner Jeff Sylvestre noted that the property identified as “Team Goran” is allocated into the Cyr. Draft report to be revised accordingly.	Dillon
6.	Landowner Rick Demarse indicated that his farm parcel 570-47600 is now grantable under OMAFRA’s guidelines and the report should be amended accordingly. The Town has reviewed and confirmed this to be the case. Draft report to be revised accordingly.	Dillon

Errors and/or Omissions

These minutes were prepared by **Kristine Wilkinson EIT**, who should be notified of any errors and/or omissions.

"SCHEDULE C"
RECONSIDERED SCHEDULE OF ASSESSMENT
CYR DRAIN & EXTENSION TO THE CYR DRAIN
TOWN OF TECUMSEH

Description			Area Affected		Owner	Special	Benefit	Outlet	Total
			(Acres)	(Ha.)		Benefit			Assessment
MUNICIPAL LANDS:									
County Road No. 22			8.06	3.26	County of Essex	\$0.00	\$1,739.00	\$2,190.00	\$3,929.00
Westlake Drive			0.80	0.32	Town of Tecumseh	\$0.00	\$90.00	\$224.00	\$314.00
Gouin Street (Unopened)			0.10	0.04	Town of Tecumseh	\$0.00	\$2.00	\$7.00	\$9.00
Sylvestre Drive			0.55	0.22	Town of Tecumseh	\$0.00	\$78.00	\$129.00	\$207.00
570-47900	1	Pt. Lot 156 RP12R10051 Pts. 5-10&38	2.30	0.93	County of Essex	\$0.00	\$388.00	\$268.00	\$656.00
Total on Municipal Lands						\$0.00	\$2,297.00	\$2,818.00	\$5,115.00

Description			Area Affected		Owner	Special	Benefit	Outlet	Total
			(Acres)	(Ha.)		Benefit			Assessment
PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:									
570-06500	2	Pt. Lot 153 Plan 395 Pt. Lot 5 Plan 1287 Blk Z RP12R9926 Pt. Pt. 1	11.41	4.62	Fairlane Developments Inc.	\$0.00	\$902.00	\$1,269.00	\$2,171.00
570-06000	-	Plan 395 Pt. Lot 5 RP12R27334 Pts. 1&2	2.81	1.14	Bernard J. & Diana L. McGraw	\$0.00	\$76.00	\$171.00	\$247.00
570-05800	-	Plan 395 Pt. Lot 5	1.47	0.59	Susan G. Fitzpatrick	\$0.00	\$86.00	\$137.00	\$223.00
570-05700	-	Plan 395 Pt. Lot 5 RP12R16258 Pts. 1&3	2.54	1.03	Philippe J. & Maureen A. LeBlanc	\$0.00	\$130.00	\$176.00	\$306.00
570-05601	-	Plan 395 N. Pt. Lot 6 RP12R2979 Pt. 2	0.81	0.33	James A. & Ellen Desjardins	\$0.00	\$60.00	\$120.00	\$180.00
570-05600	-	Plan 395 Pt. Lot 6 RP12R2979 Pt. 1	0.69	0.28	Normand L. & Rosemary A. Kennette	\$0.00	\$54.00	\$113.00	\$167.00

Description			Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
570-05500	-	Plan 395 Pt. Lot 6	0.71	0.29	Danny & Domenica Bechara	\$0.00	\$54.00	\$116.00	\$170.00
570-05400	-	Plan 395 Pt. Lot 6	1.42	0.57	Giancarlo Conflitti	\$0.00	\$83.00	\$144.00	\$227.00
570-05300	-	Plan 395 Pt. Lot 6	0.70	0.28	Richard J. Demarse & Diane L. Vincent	\$0.00	\$56.00	\$117.00	\$173.00
570-05200	2	Pt. Lot 153 Plan 395 Pt. Lot 6	6.36	2.57	Romano & Jadranka Zohil	\$0.00	\$214.00	\$416.00	\$630.00
570-05100	-	Plan 395 Pt. Lot 6	1.20	0.49	Barbara K. Biggar	\$0.00	\$77.00	\$144.00	\$221.00
570-05000	-	Plan 395 Pt. Lot 6	0.90	0.36	Felice & Antonia Mainella	\$0.00	\$63.00	\$131.00	\$194.00
570-04902	-	Plan 395 Pt. Lot 6 RP12R7909 Pt. 1	0.69	0.28	Iva Mustapic	\$0.00	\$54.00	\$121.00	\$175.00
570-47835	1	Pt. Lot 155 RP12R19729 Pts. 3,9,10,11,15&16	1.90	0.77	1859283 Ontario Inc.	\$0.00	\$206.00	\$381.00	\$587.00
570-47810	1	Pt. Lot 154&155 RP12R14005 Pts. 25&26	1.65	0.67	Jamsyl Group Inc.	\$0.00	\$197.00	\$344.00	\$541.00
570-47812	1	Pt. Lot 155 RP12R16351 Pts. 1&2	1.08	0.44	Team Goron Inc.	\$0.00	\$90.00	\$135.00	\$225.00

Description			Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
570-47815	1	Pt. Lot 155 RP12R17521 Pts. 1&2	1.42	0.57	JD & DD Enterprises Inc.	\$0.00	\$148.00	\$262.00	\$410.00
570-47903	1	Pt. Lot 156 RP12R10051 Pts. 3,4,11,12,17,18,25& 26	0.28	0.11	Windsor Poirier Inc.	\$0.00	\$74.00	\$11.00	\$85.00
570-47904	1	Pt. Lots 155&156 RP12R18783 Pts. 1&2	0.45	0.18	2036610 Ontario Limited	\$0.00	\$80.00	\$50.00	\$130.00
Total on Privately-Owned - Non-Agricultural Lands						\$0.00	\$2,704.00	\$4,358.00	\$7,062.00

Description			Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
PRIVATELY-OWNED - AGRICULTURAL LANDS (GRANTABLE)									
570-47800	1	Pt. Lot 155 RP12R19278 Pts. 7,12&17	2.00	0.81	Jamsyl Group Inc.	\$0.00	\$161.00	\$220.00	\$381.00
570-47825	1	Pt. Lots 154&155 RP12R19729 Pts. 1,2,6,7,8&13	7.88	3.19	2292093 Ontario Inc.	\$0.00	\$265.00	\$394.00	\$659.00
570-47700	2	E. Pt. Lot 153	16.69	6.75	Mary Dragicevic & Mary L. Lesperance	\$0.00	\$409.00	\$872.00	\$1,281.00
570-47600	2	Pt. Lot 153	6.33	2.56	Gale A. & Richard J. Demarse	\$0.00	\$164.00	\$338.00	\$502.00
Total on Privately-Owned - Agricultural Lands (Grantable)						\$0.00	\$999.00	\$1,824.00	\$2,823.00
TOTAL ASSESSMENT						\$0.00	\$6,000.00	\$9,000.00	\$15,000.00
			(Acres)	(Ha.)					
Total Area:			83.20	33.65					

Jun 11, 2021 - 2:45pm C:\pwworking\directory\projects 2019\33wib\dms13822\199811-03-DRN-CON.dwg



TABLE 1	
PARCEL OWNERS	
ROLL NO.	NAME OF OWNER
570-05601	JAMES A. & ELLEN DESJARDINS
570-05600	NORMAND L. & ROSEMARY A. KENNETTE
570-05500	DANNY & DOMENICA BECHARA
570-05400	GIANCARLO CONFLITTI
570-05300	RICHARD J. DEMARSE & DIANE L. VINCENT
570-05200	ROMANO & JADRANKA ZOHIL
570-05100	BARBARA K. BIGGAR
570-05000	FELICE & ANTONIA MAINELLA
570-04902	IVA MUSTAPIC

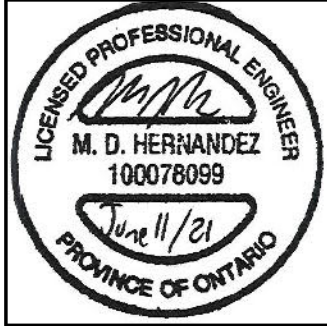
CYR DRAIN & EXTENSION WATERSHED AREA

CYR DRAIN & EXTENSION

OTHER DRAINS

MUNICIPAL BOUNDARY

DRAIN ENCLOSURE



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

5	RECONSIDERED REPORT SUBMISSION	JUNE 11/2021	MDH
4	FINAL REPORT SUBMISSION	MAR. 17/2021	MDH
3	PUBLIC INFORMATION CENTRE	FEB. 17/2021	MDH
2	CLIENT REVIEW	MAR. 2/2020	MDH
1	CLIENT REVIEW	DEC. 4/2019	MDH
No.	ISSUED FOR	444	DATE BY

DESIGN	REVIEWED BY
MDH	EPS
DRAWN	CHECKED BY
WLB	TRO
DATE	June 11, 2021
SCALE	AS SHOWN

PROJECT NO. 19-9611

DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'

Reconsidered Drainage Report for the
CYR DRAIN & EXTENSION
TO THE CYR DRAIN
Town of Tecumseh

SHEET TITLE

WATERSHED PLAN

PAGE NO.

1 of 1

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 42

Being a bylaw to provide for the Realignment of the South Talbot Drain Drain

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter "Town") has been requested to provide for the repair and improvement of the South Talbot Drain;

And Whereas the Town procured a Drainage Report for the South Talbot Drain and specifications from Mark Hernandez, P.Eng of Dillion Consulting Ltd., dated March 17, 2021 (hereafter "Drainage Report");

And Whereas notice of a Public Meeting to hear comments from the affected property owners was given on Friday, May 7, 2021;

And Whereas a Public Meeting of Council was held on Tuesday, June 8, 2021, at 6:15 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the South Talbot Drain is desirable;

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

1. **That** the Drainage Report providing for the Realignment of the South Talbot Drain, dated March 17, 2021, as prepared by the consulting engineering firm Dillon Consulting Ltd., and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.

4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 8th day of June, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

Read a third and final time this 14th day of September, 2021.



Gary McNamara, Mayor

Laura Moy, Clerk

**DRAINAGE REPORT
FOR**

**REALIGNMENT OF THE
SOUTH TALBOT DRAIN**

TOWN OF TECUMSEH



(FINAL REPORT)
17 MARCH 2021
MARK D. HERNANDEZ, P.ENG
FILE No. 18-9004
Tecumseh File No. E09SO(96)

Mayor and Council
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9



**Drainage Report for the
REALIGNMENT OF THE SOUTH TALBOT DRAIN
Town of Tecumseh**

Mayor and Council:

Instructions

The Town of Tecumseh received a request from the County of Essex for the repair and improvement of the South Talbot Drain that was filed at the Municipal Office on 20 August 2018. The request for the repair and improvement is a result of proposed roadway improvements to the South Talbot Road and County Road No. 11 (Walker Road) intersection. Council accepted the request under Section 78 of the Drainage Act and on 12 December 2018 appointed Dillon Consulting Limited to prepare a report.

The design of the proposed drainage works is being completed concurrently and in concert with the proposed road works. As the drainage works are required by and being assessed to the County of Essex, the County of Essex will be responsible for constructing and maintaining the work for a one year maintenance period following construction after which the drainage works will be turned over to the Town of Tecumseh.

Watershed Description

The South Talbot Drain is located entirely within the Town of Tecumseh. The upper end starts at a point approximately 59 metres (195 feet) south of the southerly limit of King's Highway No. 3 on the west side of Oldcastle Road. The drain proceeds southerly along the west side of Oldcastle Road to Walker Road where the drain turns west and crosses Walker Road. The drain then turns southerly to run on the westerly side of Walker Road to South Talbot Road. The drain then flows westerly along the north side of South Talbot Road to Holden Road where it then turns south to run on the easterly side of Holden Road and outlets into the Holden Outlet Drain on the west side of Holden Road.

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

The proposed length of drain to be realigned is 168 metres at the intersection of South Talbot Road and County Road No. 11 (Walker Road). A portion of the South Talbot Drain (approximately 18 metres) along the westerly limit of Oldcastle Road shall be abandoned to accommodate the proposed road improvements. This will also improve the flow in the drains by reducing the existing right angles in the drain crossing County Road No. 11 (Walker Road). The watershed area upstream of the realigned portion of the drain is approximately 77.8 acres (31.5 ha).

Drain History

The recent history of Engineers' reports for the South Talbot and Holden Outlet Drain follows:

- **11 March 2019 by Mark D. Hernandez, P. Eng.:** The report recommended the installation of a new farm access culvert as a result of a severance. The report also recommended incorporating a new access culvert for the Chrysler Greenway Trail System and the replacement of the road culvert at the intersection of South Talbot Road and Holden Road.
- **16 May 2007 by Tim Oliver, P. Eng.:** The report recommended the replacement and extension of Bridge No. 5 as a joint-use bridge under By-law No. 2009-40.
- **26 April 2006 by Tim Oliver, P. Eng.:** The recommended work included the brushing and cleaning of the South Talbot Drain from Walker Road to its outlet into the Holden Outlet Drain. The report also recommended the removal of an existing access culvert and the lowering and extension of an existing culvert.
- **3 November 1978 by Maurice Armstrong, P. Eng.:** The recommended work included the entire South Talbot Drain and the portion of the Holden Outlet Drain east of Howard Avenue and west of Holden Road being brushed and the drain bottom cleaned. Work also included the repair and improvement of a number of private access culverts on the drain.



On-Site Meeting

An on-site meeting was held on 22 January 2020. A record of the meeting is provided in Schedule 'A', which is appended hereto.

Survey

The survey was completed in 2018 by CIMA+ on behalf of the County of Essex as part of the detailed design assignment for intersection improvements.

Existing Conditions and Recommendations

The proposed intersection improvements at South Talbot Road and County Road No. 11 (Walker Road) include removal of the existing intersection and construction of a new roundabout. To accommodate this new design, we recommend that a portion of the drain be realigned and relocated on the northwest corner of the intersection. The new drain alignment will match into the existing drain alignment further downstream at Station 0+000A (0+186 2006 report). We also recommend the existing road culvert be replaced and realigned with a 31 m long, 900 mm diameter concrete pipe. The section of drain on the west side of Oldcastle Road between the existing 600 mm diameter C.S.P. and the proposed 900 mm diameter concrete pipe under County Road No. 11 (Walker Road) shall be filled in and abandoned. We also recommend the installation of a rock flow check dam and a refuge stilling pool as mitigation measures.

Design Considerations

The Design and Construction Guidelines published by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) recommends that open drainage systems and farm crossings serving farmlands be designed to effectively contain and convey the peak runoff generated from a storm event having a frequency of occurrence of 1 in 2 years. The road culvert has been designed for a storm event having a frequency of occurrence of 1 in 25 years. This will provide for a higher level of service for the roadway.

We believe that these design standards should provide a reasonable level of service, but it should be clearly understood that runoff generated from large storms or fast snow melts may sometimes exceed the capacity of the proposed systems and result in surface ponding for short periods of time.

Allowances

In accordance with Sections 29 and 30 of the Drainage Act, we do not anticipate any agricultural lands being damaged or taken as a result of the proposed drainage works. Any damage to existing grassed areas shall be restored to original conditions as part of the work. Private lands have been acquired to accommodate the intersection upgrades, therefore no Section 29 allowances for land taken will be paid.

In accordance with Section 30 of the Drainage Act, we have made a determination of the amount to be paid for damages to the lands and crops (if any) occasioned by the operation of equipment and the disposal of material excavated from the drain within the designated working corridor adjacent to properties along the north side of the South Talbot Drain.

Throughout the length of work, the excavated material is to be disposed of as set out in the Special Provisions in Schedule 'F' herein. The allowance for damages is calculated at a rate of \$3,707 per hectare (\$1,500 per acre). Schedule 'B' shows the distribution of these allowances for a corridor area designated to be 10.0 metres wide on the north side of the drain for placement and spreading of spoils.

Cost Estimate

Based on our review of the history, the information obtained during the site meeting and our examination and analysis of the survey data, we recommend that the South Talbot Drain be repaired and improved as described below:

Item	Description	Amount
	<u>OPEN DRAIN WORK</u>	
1.	Strip and place topsoil as follows:	
a)	Strip topsoil (minimum 150 mm depth) over proposed new open drain limits and stockpile. Upon completion of excavation and levelling, load, truck, place and level the stockpiled topsoil (minimum 50 mm depth) over the reshaped drain banks on realigned drain.	\$2,800.00

Item	Description	Amount
b)	Along the existing drain alignment on South Talbot Road and County Road No. 11, strip topsoil from existing drain and stockpile. Upon completion of filling, grading and levelling, load, truck, place and level the stockpiled topsoil over the infilled drain.	\$2,200.00
c)	Along the existing drain alignment on the west side of Oldcastle Road, strip topsoil from existing drain and stockpile. Upon completion of filling, grading and levelling, load, truck, place and level the stockpiled topsoil over the infilled drain.	\$400.00
2.	Excavation, trucking, filling and compaction of excavated materials works, as follows:	
a)	Excavation of new open drain from Station 0+000A to Station 0+136A on north side of South Talbot Road with 3:1 (H:V) side slopes and 1.0 m bottom width.	\$7,500.00
b)	Remove all vegetation, organic debris and topsoil from the existing drain slopes on north side of road prior to infilling. Fill existing drain with native soil materials including trucking, filling and compaction in 250 mm lifts. For the portion of drain to be filled within the new roadway, the backfill shall consist of Granular 'B' (approximately 2,415 tonnes) and Granular 'A' (minimum 300 mm thickness) above to finish road elevation (approximately 775 tonnes). Compaction to a minimum of 100% standard proctor density. Any excess materials to be trucked away off-site.	\$82,000.00

Item	Description	Amount
c)	Remove all vegetation, organic debris and topsoil from the existing drain slopes on west side of Oldcastle Road prior to infilling. Fill existing drain with native soil materials including trucking, filling and compaction in 250 mm lifts. For the portion of drain to be filled within the new roadway, the backfill shall consist of Granular 'B' (approximately 275 tonnes) and Granular 'A' (minimum 300 mm thickness) above to finish road elevation (approximately 90 tonnes). Compaction to a minimum of 100% standard proctor density. Any excess materials to be trucked away off-site. Work shall also include removal of existing 750 mm diameter HDPE culvert.	\$9,500.00
3.	Seeding of drain banks, buffer strips and filled in drains as follows:	
a)	Supply and placement of hydro-seed on new drain banks from Station 0+000A to Station 0+136A.	\$4,800.00
b)	Supply and placement of hydro-seed on filled in drain from Station 0+000 of 2006 by-law (east end of existing 600 mm diameter CSP) to Station 0+168A.	\$450.00
c)	Establish a 3.0 m wide grass buffer strip along the top of bank on the north side of the drain from Station 0+000A to Station 0+136A. Grass buffer to be hydro-seeded.	\$1,700.00
d)	Lands situated between the new drain and the north shoulder of the road shall be hydro-seeded as per specifications.	\$2,300.00
4.	Supply and install stone erosion protection (minimum 300 mm thickness) on drain banks complete with filter fabric underlay at the following locations:	
a)	From Station 0+005A to Station 0+072A (approximately 224 m ²)	\$14,600.00
b)	From Station 0+124A to Station 0+136A (approximately 110 m ²).	\$7,000.00
c)	Station 0+168A (approximately 25 m ²).	\$1,700.00

Item	Description	Amount
5.	Rock flow check dam (temporary) (OPSD 219.2110) – Location to be determined by Drainage Superintendent. Supply and install stone erosion protection (SEP) (minimum 300 mm thickness) (approximately 30 m ²) including new filter fabric underlay beneath a small rock dam (minimum 600 mm height) constructed across the drain for silt and sediment control measure during construction.	\$2,500.00
6.	Excavation of a 300 mm deep and 900 mm wide bottom, refuge stilling pool in the new channel below the design gradeline from Station 0+010A to Station 0+020A (10 metres). Also included is a 300 mm thick stone rip-rap lining complete with filter fabric underlay.	\$2,000.00
7.	Removal of existing 600 mm diameter CSP crossing County Road No. 11 (Walker Road) at Station 0+136A including backfilling and install a new 900 mm diameter concrete pipe (A257.2 Class 100-D), 31 m long including stone erosion protection with filter fabric underlay and concrete headwall as per OPSD 804.030 complete with steel grate as per OPSD 804.050 for end treatment.	\$41,450.00
8.	Connect existing tile ends (approx. 11 tiles) to new relocated drain and supply and install rodent gates.	\$1,100.00
9.	Temporary Silt Control Measures During Construction	\$650.00
	SUB-TOTAL –SECTION 26 COSTS	\$184,650.00
10.	Allowances under Section 30	\$500.00
11.	Survey, Report, Assessment and Final Inspection (cost portion)	\$22,900.00
12.	Expenses and incidentals (cost portion)	\$2,000.00
	TOTAL –SECTION 26 COSTS	\$210,050.00

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

Assessment of Costs

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (*advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain*).
- ii. Outlet Liability (*part of cost required to provide outlet for lands and roads*).
- iii. Special Benefit (*additional work or feature that may not affect function of the drain*).

Typically, we assess the estimated costs against the affected lands and roads as listed in Schedule 'C' under "Value of Special Benefit," "Value of Benefit" and "Value of Outlet." Details of the Value of Special Benefit listed in Schedule 'C' are provided in Schedule 'D.'

Assessment Rationale

Special Benefit assessment shown in Schedule 'C' and detailed in Schedule 'D' were derived as follows:

1. As the proposed works are directly a result of the proposed intersection improvements, all associated costs for the repair and improvement of the realignment of the South Talbot Drain, shall be assessed 100% against the County of Essex under Section 26 of the Drainage Act as a non-pro-ratable assessment.

Utilities

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. In accordance with Section 26 of the Drainage Act, we assess any relocation cost against the Public Utility having jurisdiction. Under Section 69 of the Drainage Act, the Public Utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate Public Utility.

Future Maintenance

We recommend that future work of repair and maintenance of the realigned portion of the South Talbot Drain be carried out by the Town of Tecumseh and the costs assessed against the affected lands and roads in the South Talbot watershed in accordance with the provisions as described below.

Schedule 'E' is a Schedule of Assessment to be used for assessing drain maintenance costs. The schedule is based on assessments of 50% as a Benefit assessment and 50% as an Outlet assessment. Schedule 'E' has been developed on the basis of an arbitrary cost of \$10,000.00. Future maintenance costs shall be levied pro rata on the affected lands and roads that are located upstream of the future maintenance works.

It is understood that the County of Essex has obtained the property required to facilitate the realignment of the South Talbot Drain and the associated drainage works.

We recommend that the costs of future works of repair and maintenance of the realigned portion of the South Talbot Drain be carried out as described below:

1. Tile inlet repairs and stone erosion protection shall be assessed 100% against the property on which the tile or surface water inlet serves.
2. Road crossings shall be maintained at the sole expense of the applicable Road Authority.

All tile and drain bank repairs associated with drainage from an abutting property shall be assessed 100% against the property on which the repair is located.

3. All other work shall be assessed against the lands and roads listed in Schedule 'E' in the same relative proportions as the amounts listed under "Value of Benefit" and "Value of Outlet."

These provisions for maintenance are subject to any other variations that may be made under the authority of the Drainage Act.

We further recommend that future works of repair and maintenance of the remaining drain downstream of the realigned drain be carried out by the Town of Tecumseh and in accordance with the technical specifications contained in the governing bylaw 2006 Dillon report for the South Talbot Drain. The assessment for future works and maintenance shall be levied in accordance with the governing bylaw for the 2006 Dillon report.

Drawings and Specifications

Attached to this report is "Schedule F", which contain specifications setting out the details of the recommended works, and "Schedule G", which represents the following drawings that are also attached to this report:

Page 1 of 5: Overall Watershed Plan

Page 2 of 5: Plan 2

Page 3 of 5: Detail Plan

Page 4 of 5: Profile

Page 5 of 5: Miscellaneous Details

Construction and Design Drawings

The work included in this report will be performed under the contract for the Detailed Design for the roundabout at the intersection of South Talbot Road and County Road No. 11 (Walker Road). Drawings and specifications will be prepared for the County Road No. 11 construction and they must adhere to the new drain grade, alignment, sizes, materials and location shown in this drainage report and shall be in general compliance with this report.

Approvals

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

Grants

In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33-1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. Most of the privately owned lands are used for agricultural purposes and are eligible under the A.D.I.P. policies. We are not aware of any lateral drains involved in this work that would not be eligible for a grant.

We recommend that application be made to the Ontario Ministry of Agriculture, Food and Rural Affairs in accordance with Section 88 of the Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

Respectfully submitted,

DILLON CONSULTING LIMITED

Mark D. Hernandez, P.Eng.

MDH:wlb:sll:lld

File No. 18-9004



Meeting Minutes

Subject: Realignment of the South Talbot Drain
Date: January 22, 2020
Location: Horwood Room Tecumseh Arena
Our File: 189004
Distribution: Landowners

Attendee

Mark Fishleigh	County of Essex
Kerry Hric	Landowner
Sam Paglia	Town of Tecumseh
Mark Hernandez	Dillon Consulting Limited
Kristine Wilkinson	Dillon Consulting Limited

Notes

Item	Discussion	Action by
1.	General information regarding the Drainage Act	
1.1.	Section 78 report for the realignment of the South Talbot Drain to accommodate proposed intersection improvements. The Municipality will engage the landowners in the watershed for a Public Information Centre Review of the draft report once ready.	
1.2.	There were no further questions regarding the Drainage Act process or next steps.	
2.	Presently there is work occurring at the location of the roundabout.	
2.1.	The County of Essex is presently locating utilities via hydrovac at the proposed roundabout location.	

Errors and/or Omissions

These minutes were prepared by *Kristine Wilkinson* who should be notified of any errors and/or omissions.

Meeting Minutes

Subject: South Tablot Drain
Date: March 5, 2021 1:30 p.m.
Location: Conference Call Via Zoom
Our File: 18-9004
Distribution: Landowners in the South Talbot Watershed

Attendees

<u>Name</u>	<u>Role/Company</u>
Sam Paglia	Town of Tecumseh
Mark Fishleigh	County of Essex
Mark Hernandez	Dillon Consulting Limited
Kristine Wilkinson	Dillon Consulting Limited

Notes

<u>Item</u>	<u>Discussion</u>	<u>Action by</u>
1.	The County has completed the construction of the roundabout including the relocated drain.	
2.	The Town noted that the farmer's tile at Roll #470-06600 was cut during the relocation of the gas main. To repair the tile, a new header was installed. The Town noted that some consideration should be given to the increased costs related to future maintenance of the tiles due to the works completed as a result of the conflict with the gas main. Dillon to review.	Dillon
3.	The Town noted that as a result of construction a furrow on the same property Roll # 470-06600 was cut off and had to be redirected easterly to County Road 11 (Walker Road). The Town generally noted that whatever drainage implements the farmer had in place need to be reinstated post construction.	

Errors and/or Omissions

These minutes were prepared by Kristine Wilkinson EIT, who should be notified of any errors and/or omissions.

"SCHEDULE B"
SCHEDULE OF ALLOWANCES
REALIGNMENT OF THE SOUTH TALBOT DRAIN
TOWN OF TECUMSEH

Roll No.	Con.	Description	Owner	Section 30 Damages	Section 29 Land	Total Allowances
470-00500	S.T.R.	Pt. Lot 302 RP12R15074 Pts. 1-4	1185610 Ontario Inc.	\$500.00	\$0.00	\$500.00
TOTAL ALLOWANCES				\$500.00	\$0.00	\$500.00

"SCHEDULE C"
SCHEDULE OF ASSESSMENT
REALIGNMENT OF SOUTH TALBOT DRAIN
TOWN OF TECUMSEH

SECTION 26 INCREASED COSTS-NON-PRORATABLE

Description	Owner	Special Benefit	Benefit	Outlet	Total Assessment
County Road No. 11 (Walker Road)	County of Essex	\$210,050.00	\$0.00	\$0.00	\$210,050.00
TOTAL ASSESSMENT		\$210,050.00	\$0.00	\$0.00	\$210,050.00

"SCHEDULE D"
DETAILS OF SPECIAL BENEFIT
REALIGNMENT OF THE SOUTH TALBOT DRAIN
TOWN OF TECUMSEH

SPECIAL BENEFIT ASSESSMENT
(MUNICIPAL LANDS)

Owner		Item Description	Estimated Cost	Cost of Report	Special Benefit
County Road No. 11 (Walker Road)	County of Essex	Realignment of the South Talbot Drain including excavation, fill, grading, 900 mm dia. concrete pipe, topsoil and seeding, stone erosion protection.	\$185,150.00	\$24,900.00	\$210,050.00
Total Special Benefit Assessment (Municipal Lands)			\$185,150.00	\$24,900.00	\$210,050.00
OVERALL TOTAL SPECIAL BENEFIT ASSESSMENT					\$210,050.00

"SCHEDULE E"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
REALIGNMENT OF THE SOUTH TALBOT DRAIN
TOWN OF TECUMSEH

MUNICIPAL LANDS:

Description	Area Affected		Owner	Special			Total
	(Acres)	(Ha.)		Benefit	Benefit	Outlet	Assessment
South Talbot Road	1.00	0.40	Town of Tecumseh	\$0.00	\$1,217.00	\$188.00	\$1,405.00
Oldcastle Road	1.60	0.65	Town of Tecumseh	\$0.00	\$153.00	\$306.00	\$459.00
County Road No. 11 (Walker Road)	8.00	3.24	County of Essex	\$0.00	\$901.00	\$1,528.00	\$2,429.00
Total on Municipal Lands				\$0.00	\$2,271.00	\$2,022.00	\$4,293.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
470-07200	S.T.R.	Pt. Lot 302 RP12R1335 Pt. 1	1.04	0.42	Simon T. & Tammy L. Wicks	\$0.00	\$39.00	\$78.00	\$117.00
470-07201	S.T.R.	N. Pt. Lot 302 RP12R4318 Pt. 1	0.73	0.30	George & Helen Dobrich	\$0.00	\$35.00	\$71.00	\$106.00
470-07202	S.T.R.	Pt. Lot 302 RP12R13926 Pt. 4	1.08	0.44	Vinko & Jelena Paulic	\$0.00	\$40.00	\$80.00	\$120.00
470-07203	S.T.R.	Pt. Lot 302 RP12R13962 Pt. Pt. 2&3	1.09	0.44	Paul & Danica Kalic	\$0.00	\$40.00	\$80.00	\$120.00
470-07300	S.T.R.	N. Pt. Lot 302 RP12R15725 Pts. 1&2	1.87	0.76	Ante Kalic	\$0.00	\$47.00	\$94.00	\$141.00
470-08400	S.T.R.	N. Pt. Lot 303	0.25	0.10	John M. Monaghan	\$0.00	\$14.00	\$28.00	\$42.00
470-08300	S.T.R.	N. Pt. Lot 303	0.30	0.12	Robert E. Harrison	\$0.00	\$17.00	\$34.00	\$51.00
470-08200	S.T.R.	N. Pt. Lot 303	0.30	0.12	Andre J. Masse	\$0.00	\$17.00	\$34.00	\$51.00
470-08100	S.T.R.	N. Pt. Lot 303	0.29	0.12	Donald F. & Cheryl McIninch	\$0.00	\$17.00	\$34.00	\$51.00

Roll No.	Con.	Description	Area Affected		Owner	Special	Benefit	Outlet	Total
			(Acres)	(Ha.)		Benefit			Assessment
470-08000	S.T.R.	N. Pt. Lot 303 RP12R16257 Pt. 2	0.29	0.12	Stephen Martin	\$0.00	\$17.00	\$34.00	\$51.00
470-07900	S.T.R.	N. Pt. Lot 303	0.29	0.12	Stephen Martin	\$0.00	\$17.00	\$34.00	\$51.00
470-07820	S.T.R.	Pt. Lot 303 RP12R22456 Pt. 2	0.31	0.13	Richard L. Raymond	\$0.00	\$18.00	\$37.00	\$55.00
470-07800	S.T.R.	Pt. Lot 303 RP12R22456 Pt. 1	0.28	0.11	Lorne Clarke & Christine M. Soanes	\$0.00	\$16.00	\$31.00	\$47.00
470-07600	S.T.R.	N. Pt. Lot 303	0.29	0.12	Kerry Hric	\$0.00	\$17.00	\$34.00	\$51.00
470-07500	S.T.R.	N. Pt. Lot 303	0.43	0.17	Mark S. Stephen	\$0.00	\$24.00	\$48.00	\$72.00
Total on Privately-Owned - Non-Agricultural Lands						\$0.00	\$375.00	\$751.00	\$1,126.00

PRIVATELY-OWNED - AGRICULTURAL LANDS (GRANTABLE)

Roll No.	Con.	Description	Area Affected		Owner	Special	Benefit	Outlet	Total
			(Acres)	(Ha.)		Benefit			Assessment
470-08800	S.T.R.	N. Pt. Lot 302 RP12R16121 Pts. 6-11 Pt. Pt. 5	28.35	11.47	Kalminder & Inderjeet Singh	\$0.00	\$541.00	\$1,082.00	\$1,623.00
470-07400	S.T.R.	S. Pt. Lot 302	12.00	4.86	1185610 Ontario Inc.	\$0.00	\$229.00	\$458.00	\$687.00
470-00500	S.T.R.	Pt. Lot 302 RP12R15074 Pts. 1-4	18.00	7.28	1185610 Ontario Inc.	\$0.00	\$1,584.00	\$687.00	\$2,271.00
Total on Privately-Owned - Agricultural Lands (Grantable)						\$0.00	\$2,354.00	\$2,227.00	\$4,581.00
TOTAL ASSESSMENT						\$0.00	\$5,000.00	\$5,000.00	\$10,000.00
			(Acres)	(Ha.)					
Total Area:			77.79	31.49					

“SCHEDULE F”
REALIGNMENT OF THE SOUTH TALBOT DRAIN
Town of Tecumseh
SPECIAL PROVISIONS

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of “Schedule F”. It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour, equipment and materials** to complete the following items:

- Strip and place topsoil as follows:
 - Strip topsoil (minimum 150 mm depth) over proposed new open drain limits and stockpile. Upon completion of excavation and levelling, load, truck, place and level the stockpiled topsoil (minimum 50 mm depth) over the reshaped drain banks on realigned drain.
 - Along the existing drain alignment on South Talbot Road and County Road No. 11, strip topsoil from existing drain and stockpile. Upon completion of filling, grading and levelling, load, truck, place and level the stockpiled topsoil over the infilled drain.
 - Along the existing drain alignment on the west side of Oldcastle Road, strip topsoil from existing drain and stockpile. Upon completion of filling, grading and levelling, load, truck, place and level the stockpiled topsoil over the infilled drain.
- Excavation, trucking, filling and compaction of excavated materials works, as follows:
 - Excavation of new open drain from Station 0+000A to Station 0+136A on north side of South Talbot Road with 3:1 (H:V) side slopes and 1.0 metre bottom width.
 - Remove all vegetation, organic debris and topsoil from the existing drain slopes on north side of road prior to infilling. Fill existing drain with native soil materials including trucking, filling and compaction in 250 mm lifts.

For the portion of drain to be filled within the new roadway, the backfill shall consist of Granular 'B' (approximately 2,415 tonnes) and Granular 'A' (minimum 300 mm thickness) above to finish road elevation (approximately 775 tonnes). Compaction to a minimum of 100% standard proctor density. Any excess materials to be trucked away off-site.

- Remove all vegetation, organic debris and topsoil from the existing drain slopes on west side of Oldcastle Road prior to infilling. Fill existing drain with native soil materials including trucking, filling and compaction in 250 mm lifts. For the portion of drain to be filled within the new roadway, the backfill shall consist of Granular 'B' (approximately 275 tonnes) and Granular 'A' (minimum 300 mm thickness) above to finish road elevation (approximately 90 tonnes). Compaction to a minimum of 100% standard proctor density. Any excess materials to be trucked away off-site. Work shall also include removal of existing 750 mm diameter HDPE culvert.
- Seeding of drain banks, buffer strips and filled in drains as follows:
 - Supply and placement of hydro-seed on new drain banks from Station 0+000A to Station 0+136A.
 - Supply and placement of hydro-seed on filled in drain from Station 0+000 of 2006 by-law (east end of existing 600 mm diameter CSP) to Station 0+168A.
 - Establish a 3.0 m wide grass buffer strip along the top of bank on the north side of the drain from Station 0+000A to Station 0+136A. Grass buffer to be hydro-seeded.
 - Lands situated between the new drain and the north shoulder of the road shall be hydro-seeded as per specifications.
- Supply and install stone erosion protection (minimum 300 mm thickness) on drain banks complete with filter fabric underlay at the following locations:
 - From Station 0+005A to Station 0+072A (approximately 224 m²)
 - From Station 0+124A to Station 0+136A (approximately 110 m²).
 - Station 0+168A (approximately 25 m²).
- Rock flow check dam (temporary) (OPSD 219.2110) – Location to be determined by Drainage Superintendent. Supply and install stone erosion protection (SEP) (minimum 300 mm thickness) (approximately 30 m²) including new filter fabric underlay beneath a small rock dam (minimum 600

mm height) constructed across the drain for silt and sediment control measure during construction.

- Excavation of a 300 mm deep and 900 mm wide bottom, refuge stilling pool in the new channel below the design gradeline from Station 0+010A to Station 0+020A (10 metres). Also included is a 300 mm thick stone rip-rap lining complete with filter fabric underlay.
- Removal of existing 600 mm diameter CSP crossing County Road No. 11 (Walker Road) at Station 0+136A including backfilling and install a new 900 mm diameter concrete pipe (A257.2 Class 100-D), 31 m long including stone erosion protection with filter fabric underlay and concrete headwall as per OPSD 804.030 complete with steel grate as per OPSD 804.050 for end treatment.
- Connect existing tile ends (approx. 11 tiles) to new relocated drain and supply and install rodent gates.
- Temporary Silt Control Measures During Construction

3.0 ACCESS TO THE WORK

Access to the drain shall be from South Talbot Road and Walker Road (County Road No. 11). Through traffic must be maintained at all times along municipal roads with the required traffic control as per Section 13.0 in the General Specifications. The Contractor shall make his/her arrangements for any additional access for his/her convenience. Any damage resulting from the Contractor's access shall be rectified to pre-existing conditions at his expense.

4.0 WORKING AREA

On private lands north of South Talbot Road Station 0+000A to Station 0+136A, the working area shall include the area required to accommodate the proposed open channel, a 3 metre wide grass buffer strip on the north side of the new drain and a 10.0 m wide working corridor on north side of the realigned drain shall be provided for the temporary stockpiling of the topsoil stripped from the site and works on the drain. No excavated material shall be left on the working corridor.

The Contractor shall make his/her own arrangements for any additional access for his/her convenience.

The Contractor shall restrict his equipment to the working corridors as specified in this Section. Any damage resulting from non-compliance with this Section shall be borne by the Contractor.

5.0 DRAIN RELOCATION/OPEN CHANNEL WORKS

5.1 Setting Out

Benchmarks are provided on the attached drawings (drawing 1 of 5). From these benchmarks, the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centreline stakes, grade stakes, offsets, and sight rails.

If, during the setting out, the contractor finds an error in the benchmarks provided by the Engineer in the attached drawings, or is uncertain as to the interpretation of the information provided or the work intended, he shall notify the Engineer immediately for additional verification or clarification before proceeding with construction.

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the work.

If, at any time during the progress of the works, an error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer.

5.2 Profile and Excavation of New Drain

Excavation shall be carried out in accordance with the profile shown on the drawings for the drain relocation. In all cases, the Contractor shall use the benchmarks to establish the proposed grade. However, for convenience, the drawings provide the approximate depth from the surface of the ground and from the existing drain bottom to the proposed grades. **The Contractor shall not excavate deeper than the gradelines shown on the drawings.**

Should over excavation of the drain bank occur, the Contractor will not be permitted to repair with native material packed into place by the excavator and re-shaped. Should over excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

The contractor shall complete the excavation of the new course of the drain from Station 0+000A to Station 0+168A.

The subsoil is to be excavated from the new course, and placed directly in the existing drain as long as it is spread in uniform full width layers of not more than 250 mm depths to ensure proper compaction practices as described below.

All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.

The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

5.3 Alignment and Dimensions

Alignment of the new open channel for the South Talbot Drain from Station 0+000A to Station 0+168A shall be according to design drawings prepared by Cima+.

The drain banks shall be constructed at a slope of 1 vertical to 3 horizontal from the ground surface to the grade specified on the appropriate profile drawing. At the proper grade, a 1.0 metre wide drain bottom shall be constructed.

Layout of the working limits shall be determined by the area required to accommodate the specified dimensioning along with the specifications of the working corridor in Section 4.0 'Working Area.'

5.4 Obstructions

All brush, timber, logs, stumps, stones or other obstructions that interfere with the construction of the drain, encountered along the course of the drain are to be removed by the Contractor. Timber, logs and stumps are to be dealt with in the same manner as specified for brush and trees. Large stones and other similar material are to be piled near the limit of the working corridor and the disposal of this material will be the responsibility of the landowner.

Where the new drain alignment encounters private open drains it may be necessary to remove pipes which have been installed as erosion protection in the mouth of the open private drain. These pipes are to be removed with reasonable care and deposited on the adjacent land at the edge of the working corridor. The landowner shall remain responsible to replace the pipe in the private drain or dispose of it as they prefer.

5.5 Topsoil Strip and Replace

Topsoil shall be stripped for a minimum depth of 150 mm from the proposed open drain alignment including all trenches excavated across lawn areas. The topsoil shall be temporarily stockpiled north of the proposed open channel in a 10.0 m wide corridor. Later, the topsoil will be spread on the existing abandoned drain alignment, the banks of the new drain and the disturbed lawn areas.

A minimum depth of topsoil over the old course of the drain is 150 mm. A 50 mm layer of topsoil shall be placed and graded on the banks of the new drain. Disturbed lawn areas shall be top dressed with a minimum 100 mm of topsoil.

Excess topsoil shall not be removed from the site. Excess topsoil shall be used to repair settlements and increase the topsoil thickness over the filled alignment. It is anticipated that the amount of topsoil stripped from proposed open channel alignments will be greater than the amount required to dress the entire surface of the filled alignment however, if needed, the Contractor shall import screened topsoil to complete the work at their expense.

5.6 Filling and Levelling of Existing Drain

Native soil materials removed from new alignment of the South Talbot Drain shall be used to fill the existing open drain. Excess excavated materials shall require trucking and hauling off-site and disposed of at the Contractor's expense. Prior to the infilling of the open drain, the contractor shall remove all vegetation, organic debris and topsoil from the existing drain slopes and haul off-site and dispose of at the Contractor's expense. The native materials used to fill the drain shall be placed in maximum 300 mm loose lifts, with the exception of within accesses and tile drain extensions as described herein, and compacted with sheepsfoot type compaction equipment capable of achieving 95% of the maximum standard proctor density or better. The granular materials used to fill the drain shall be placed in maximum 250 mm loose lifts, with the exception of within accesses and tile drain extensions as described herein, and compacted with mechanical type compaction equipment capable of achieving 100% of the maximum standard proctor density or better. The contractor shall use benching when filling in the drain as per OPSD 208.010 with bench lifts not exceeding 0.6 metres. Fill shall be placed in the existing drain to the surface to match existing grade.

Furthermore, the contractor shall confirm with the Drainage Superintendent that all existing lateral and main tile outlets have been found and marked prior to infilling the drain.

Each layer shall be compacted to a Standard Proctor Dry Density of 100% by repetitive passes over the fill area with standard levelling equipment or compaction equipment if necessary. Then, the excess excavated subsoil is to be placed and graded in the area of the existing drain and the areas where topsoil was stripped on both sides of the existing drain. These areas are to be levelled and graded to provide a uniform contour and slope.

Then, the stockpiled topsoil removed from this area is to be replaced and spread over the entire area surrounding the road. The grading and re-levelling of this area is to be carried out to the satisfaction of the Drainage Superintendent in charge. The finished work shall allow for drainage of surface runoff without ponding.

Alternative methods or procedures for completing the earthworks may be proposed by the Contractor for approval of the engineer prior to construction. All work must be acceptable to the Drainage Superintendent in charge.

It may be required to relocate excavated material on-site for use in other locations to reach the desired grade elevation and contours for the area where the existing drain is backfilled. On-site relocation shall be completed at the expense of the Contractor. Materials in excess of that required to fill the drain shall be hauled off-site to an approved dumping location. Topsoil shall not be removed from the site but is to be used as the top layer of backfill for the abandoned open drain.

5.7 Outlet Pipes

Outlet drains shall be terminated at the new south drain bank using 320 kPa smooth wall high density polyethylene pipe (HDPE). Each outlet pipe shall be a minimum 3 metre length of non-perforated pipe complete with rodent grate per Section 9.0 'Tile Outlet Repairs.'

6.0 STONE EROSION PROTECTION (SEP)

The Contractor shall supply and install the required quantities of graded stone rip-rap erosion protection materials where specified. All stone to be used for erosion protection shall be 125 - 250 mm clear **quarried rock** or OPSS 1001 placed over a non-woven filter fabric Terrafix 270R or approved equivalent. **Concrete rip-rap will not be permitted.**

The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed.

7.0 ROCK CHECK DAM

Rock check dam shall be installed at the downstream end of the proposed works prior to commencing construction. The location and exact dimensions of the rock check dam will be confirmed with the Drainage Superintendent prior to their installation. Installation shall be in accordance with OPSD 219.211 with the modifications to size as discussed with the Drainage Superintendent.

The rock check dam will not be removed until vegetation is established in the new channel or as directed by the Drainage Superintendent.

8.0 REFUGE STILLING POOL

The Contractor shall construct a refuge stilling pool in the bottom of the new open drain from Station 0+010A to Station 0+020A. The contractor shall excavate the pool in the drain bottom to enhance fish habitat. The pool shall have a length of 10 metres, a bottom width of 1.0 metres with 1:1 side slopes and a depth below design grade of 300 mm. A stone rip-rap lining, countersunk and 300 mm thick with filter fabric underlay, shall be placed in the bottom. The pool shall be centred on the finished bottom width of the drain as specified herein. Material excavated from the pool shall be disposed of in the same manner as all other material excavated from the channel bottom.

9.0 TILE OUTLET REPAIRS

For tile outlets along the north drain bank of the relocated drain, the Contractor shall excavate a sufficient distance into the north drain bank of the new open channel to accommodate the proposed inlet pipe replacements and/or relocations from the north side of the drain. New high density polyethylene (HDPE) pipes shall have a smooth interior wall, a minimum 320 kPa pipe stiffness and conform to ASTM D3350, CAN/CSA B182.6-M92 and OPSS 1840.

New plastic drainage tubing if required shall be black (UV resistant) corrugated, high density, polyethylene tubing, made with high density polyethylene resin, meeting or exceeding Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D1248 and shall have a minimum pipe stiffness of 170 kPa and 210 kPa at 5% deflection, when tested in accordance with ASTM D2412.

All connections to the existing tile shall be in a silt-tight manner, as approved by the Drainage Superintendent. When connecting two (2) pieces of plastic drainage tubing, the Contractor shall use factory manufactured snap, insert or split couplers that are silt-tight.

The area of the bank disturbed by the repairs and/or relocation shall be backfilled with compacted native material and shaped to match the contour of the adjacent drain bank. The Contractor shall minimize disturbance of the very sensitive banks. As specified below, disturbed areas shall then be covered with filter fabric and 300 mm of graded rip-rap stone (125 - 250 mm clear quarried rock or OPSS 1001, with quantity of stone shown below). When cutting back the existing plastic drainage tubing exposes white tubing (non-UV resistant), the Contractor shall replace the last 3.0 m of drainage tubing, as specified above with black (UV resistant) tubing.

10.0 GRASS BUFFER STRIPS

One - 3 metre wide grass buffer shall be established and preserved immediately adjacent to north bank of the new open channel. Grass buffer strips are to be established as indicated in Section 2.0 'Description of Work'. Establishment of grass buffer strips shall be executed using the same seeding methods as described in Section 18.0 of the General Specifications.

11.0 HYDRAULIC SEEDING OF DRAIN BANKS ON NEW DRAIN CHANNEL & GRASS BUFFER STRIP ALONG NEW DRAIN CHANNEL & FILLED OLD DRAIN ALIGNMENT

The newly established drain banks and all existing grassed areas disturbed by construction shall be hydraulic mulch seeded as specified herein. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Bonded Fibre Matrix shall consist of thermally refined wood fibers and 10% cross-linked hydro-colloidal tackifiers. It should be 100% biodegradable. The curing period shall be not more than 48 hours. Bonded Fibre Matrix shall be hydraulically applied and after application be capable of adhering to the soil. In a dry state, shall be comprised of not less than 70% by weight of long, stranded wood fibres held together by organic or mineral bonding agents or both.

Bonded Fibre Matrix shall be applied at a minimum rate of 3,700 kg of dry product per 10,000 m². It shall be thoroughly mixed with water in a hydraulic seeder and mulcher at a rate of 20-30 kg of dry product to 500-600 litres of water to form a homogeneous slurry. Refer to OPSS.PROV 804 for specifications.

Seeding and mulching shall be a one step process in which the seed, fertilizer and hydraulic mulch are applied simultaneously in a water slurry via the hydraulic seeder/mulcher.

The materials shall be added to the supply tank while it is being loaded with water. The materials shall be thoroughly mixed into a homogeneous water slurry and shall be distributed uniform, cohesive mat over the prepared surface.

The materials shall be measured by mass or by a mass-calibrated volume measurement, acceptable to the Drainage Superintendent.

The hydraulic seeder/mulcher shall be equipped with mechanical agitation equipment capable of mixing the materials into a homogenous state until applied. The discharge pumps and gun nozzles shall be capable of applying the material uniformly.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

Creeping Red Fescue	20%
Meadow Fescue	30%
Tall Fescue	30%
Timothy	10%
White Clover	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m².

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The hydraulic seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

12.0 ROAD BRIDGE CONSTRUCTION

12.1 Location of New Road Bridge

The new bridge structure shall be installed as shown on the drawing attached hereto.

12.2 Materials for New Road Bridge

Materials shall be as follows:

Culvert	Road Bridge -New 31.0 m long, 900 mm diameter CSA A-257.2 Class 100-D reinforced circular concrete pipe.
Pipe Bedding Below Culvert	20-25 mm clear stone conforming to OPSS Division 10.
Backfill	Granular 'A' conforming to OPSS Division 10.
Erosion Stone	All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness.
Filter Fabric	"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.

12.3 Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the culvert can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density.

12.4 Sloping Stone End Walls

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

12.5 Site Clean-up and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer.

Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

4.0 GENERAL CO-ORDINATION

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage. All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users.

10.0 APPROVALS, PERMITS AND NOTICES

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

11.0 SUBLETTING

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

12.0 TIME OF COMPLETION

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

13.0 TRAFFIC CONTROL

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress.

All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users.

Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

14.0 SITE CLEANUP AND RESTORATION

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

16.0 FINAL INSPECTION

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent.

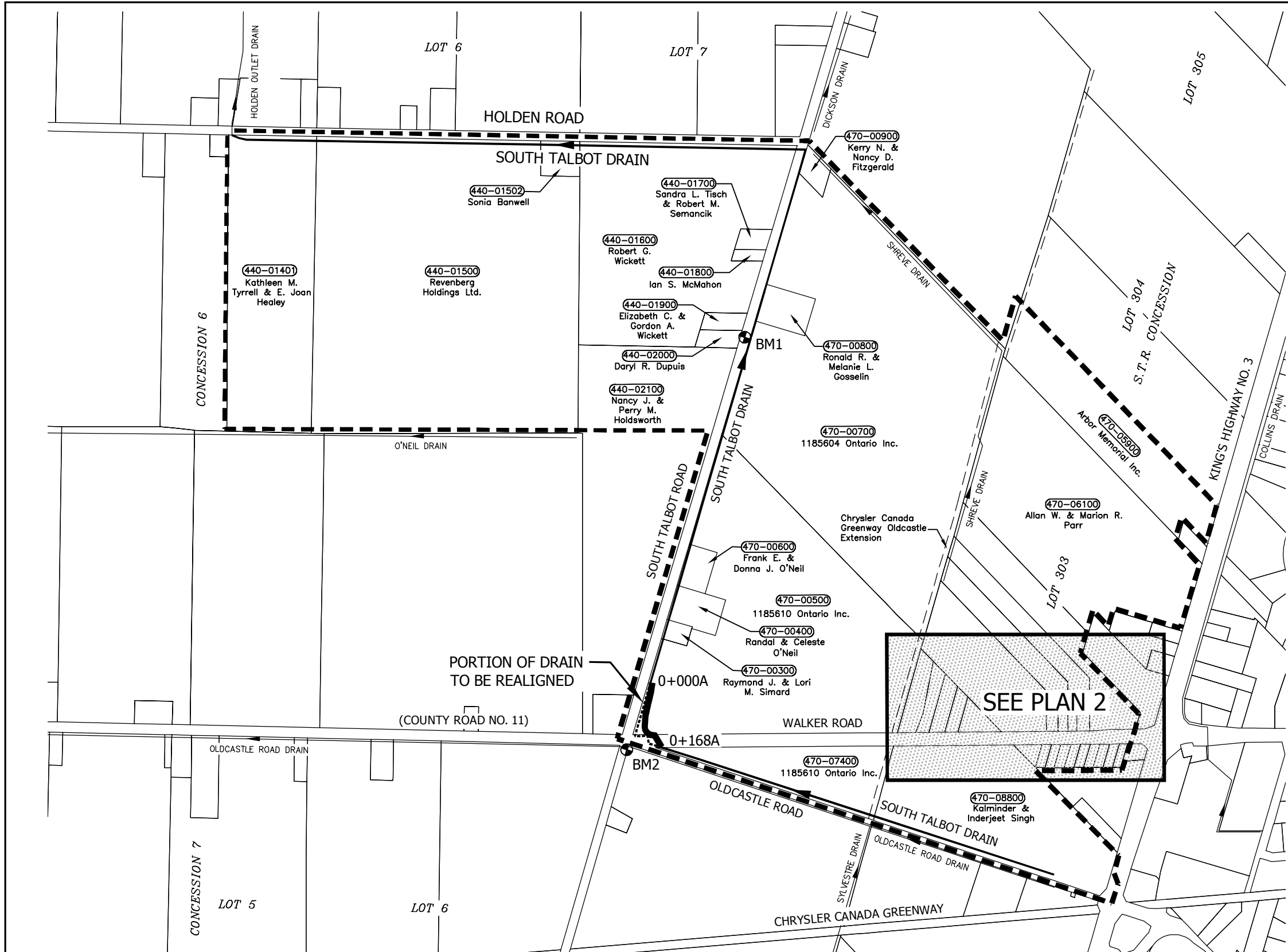
Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.

Mar 17, 2021 - 5:27pm C:\pw working directory\projects 2018\33\wb\dms66148\189004-DRN-CON FINAL.dwg



SITE BENCHMARKS

BM1- BRASS CAP, 23cm BELOW GRADE ON NORTH SHOULDER OF SOUTH TALBOT ROAD APPROXIMATELY 60m SOUTHEAST OF OF BRIDGE NO. 5 ACCESS FOR MUN. NO. 1400.

ELEVATION=188.05m

BM2- TOP OF NORTHWEST CORNER OF CONC. HEADWALL ON NORTHEAST CORNER OF WALKER ROAD & SOUTH TALBOT ROAD INTERSECTION.

ELEVATION=190.07m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.

LEGEND

- SOUTH TALBOT DRAIN WATERSHED BOUNDARY
- SOUTH TALBOT DRAIN
- OTHER DRAINS

OVERALL WATERSHED PLAN
SCALE=1:10,000



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

3	FINAL REPORT SUBMISSION	MAR. 17/2021	MDH		
2	PUBLIC INFORMATION CENTRE	FEB. 17/2021	MDH		
1	CLIENT REVIEW	Nov. 3/2020	MDH		
No.		ISSUED	485	DATE	BY

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	March 17, 2021		
SCALE	AS SHOWN		

PROJECT NO.	18-9004
DRAWING SCALES BASED ON A 11" X 17" SHEET	

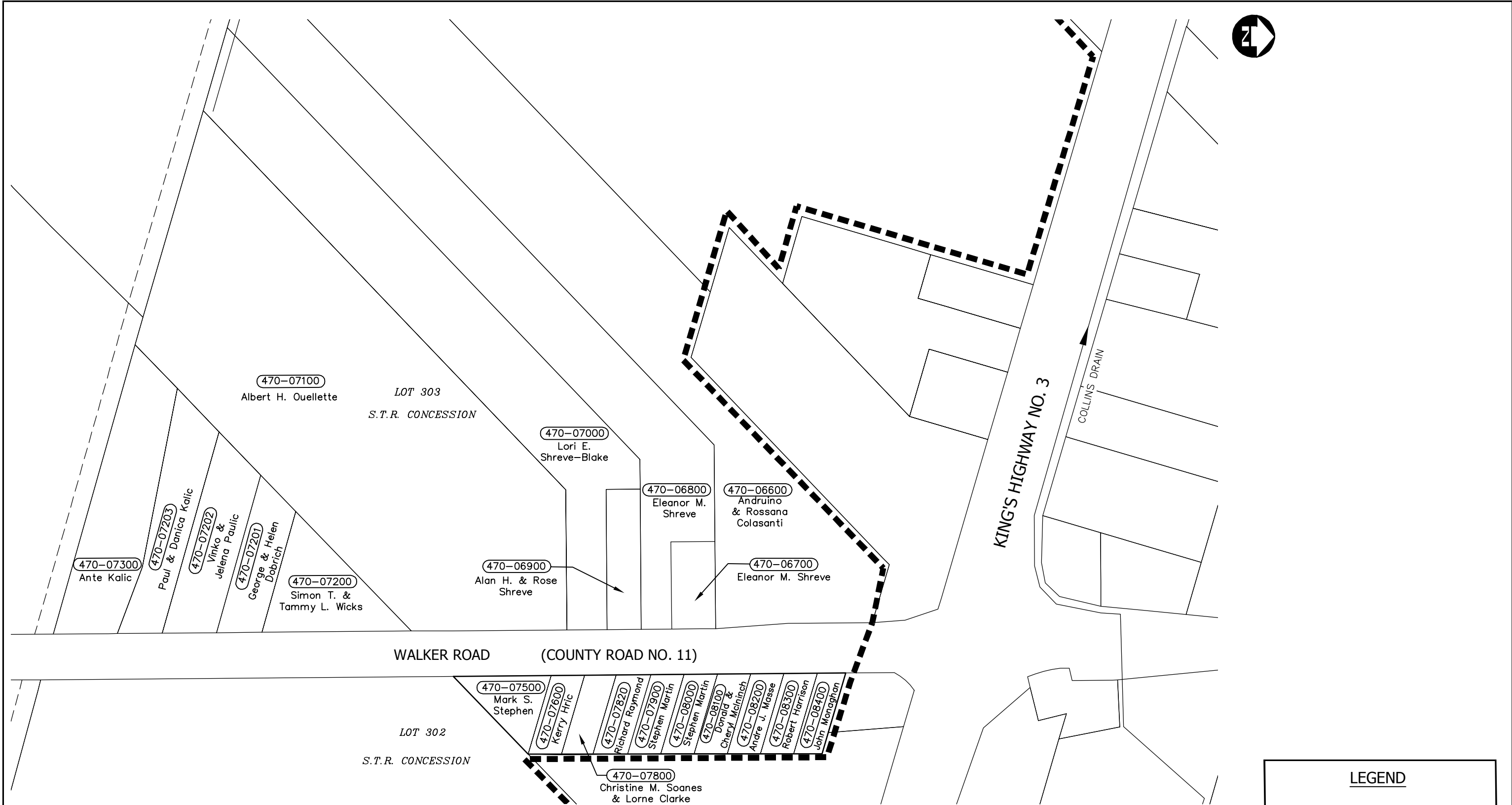
'SCHEDULE G'

Drainage Report for the
REALIGNMENT OF THE SOUTH TALBOT DRAIN
Town of Tecumseh

SHEET TITLE **OVERALL WATERSHED PLAN**

PAGE NO. **1 of 5**

Mar 17, 2021 - 5:25pm C:\pw working directory\projects 2018\33\wb\dms66148\189004-DRN-CON FINAL.dwg



WALKER ROAD (COUNTY ROAD NO. 11)

LOT 302
S.T.R. CONCESSION

LOT 303
S.T.R. CONCESSION

470-07100
Albert H. Ouellette

470-07000
Lori E.
Shreve-Blake

470-06800
Eleanor M.
Shreve

470-06600
Andruino
& Rossana
Colasanti

470-06700
Eleanor M. Shreve

470-06900
Alan H. & Rose
Shreve

470-07200
Simon T. &
Tammy L. Wicks

470-07201
George & Helen
Dobrich

470-07202
Vinko &
Jelena Paulic

470-07203
Paul & Danica Kalic

470-07300
Ante Kalic

470-07500
Mark S.
Stephen

470-07600
Kerry Hric

470-07820
Richard Raymond

470-07900
Stephen Martin

470-08000
Stephen Martin

470-08100
Donald &
Cheryl Malinch

470-08200
Andre J. Masse

470-08300
Robert Harrison

470-08400
John Monaghan

470-07800
Christine M. Soanes
& Lorne Clarke

PLAN 2
SCALE=1:2500

LEGEND

----- SOUTH TALBOT DRAIN
WATERSHED BOUNDARY

'SCHEDULE G'

Drainage Report for the
**REALIGNMENT OF THE
SOUTH TALBOT DRAIN**
Town of Tecumseh

**DILLON
CONSULTING**

PROJECT NO. 18-9004

DRAWING SCALES BASED
ON A 11" X 17" SHEET

SHEET TITLE **PLAN 2**

PAGE NO. 2 of 5

Conditions of Use

Verify elevations and/or dimensions on drawing prior to use.
Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other
than those intended at the time of its preparation without prior
written permission from Dillon Consulting Limited.

3	FINAL REPORT SUBMISSION	MAR. 17/2021	MDH	
2	PUBLIC INFORMATION CENTRE	FEB. 17/2021	MDH	
1	CLIENT REVIEW	NOV. 3/2020	MDH	
No.		ISSUED 486	DATE	BY

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	March 17, 2021		
SCALE	AS SHOWN		



Mar 17, 2021 - 5:24pm C:\pw working directory\projects 2018\33wlb\dms66148\189004-DRN-CON FINAL.dwg



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

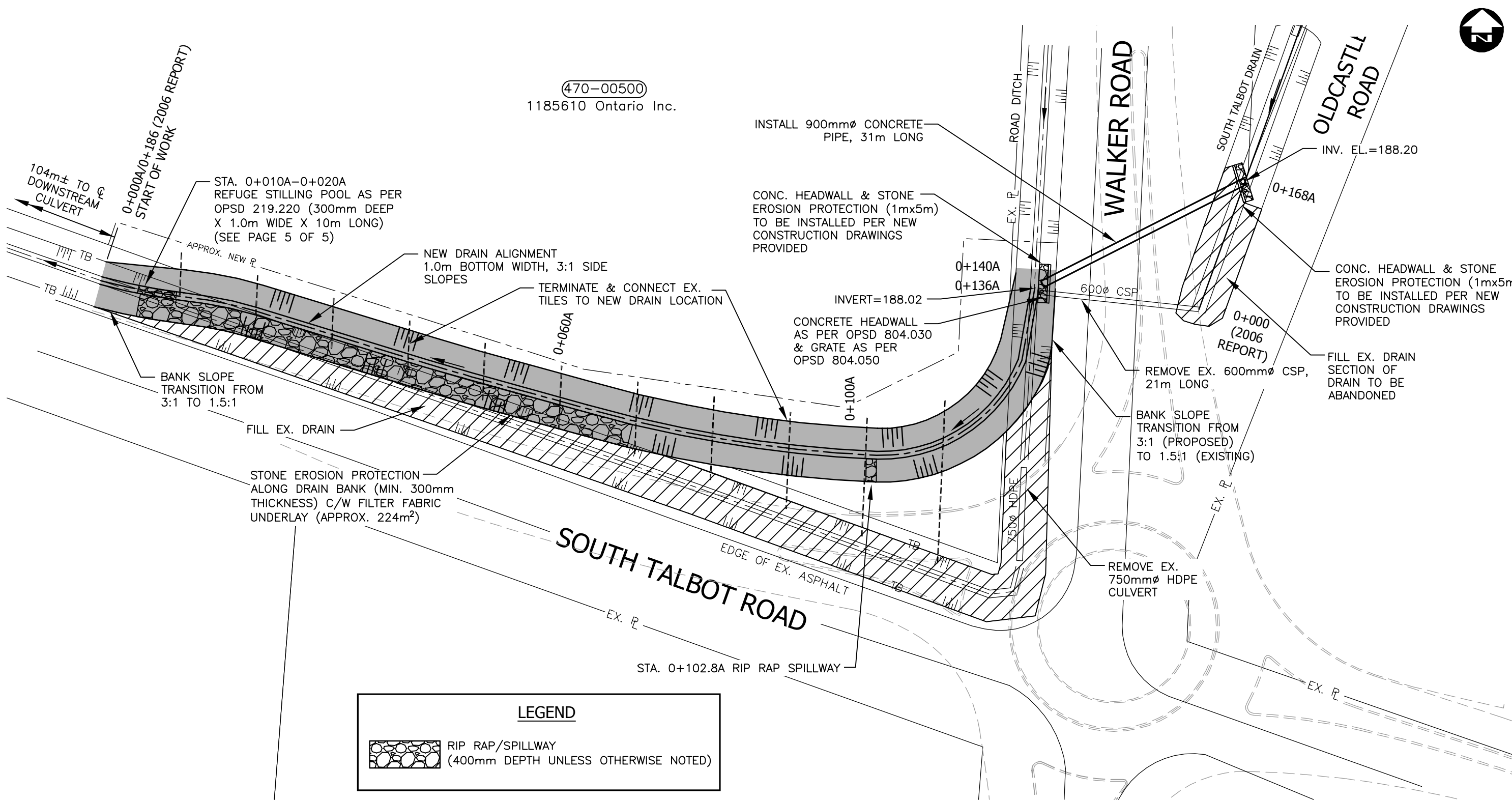
Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

3	FINAL REPORT SUBMISSION	MAR. 17/2021	MDH		
2	PUBLIC INFORMATION CENTRE	FEB. 17/2021	MDH		
1	CLIENT REVIEW	NOV. 3/2020	MDH		
No.		ISSUED 487	DATE	BY	

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	March 17, 2021		
SCALE	AS SHOWN		

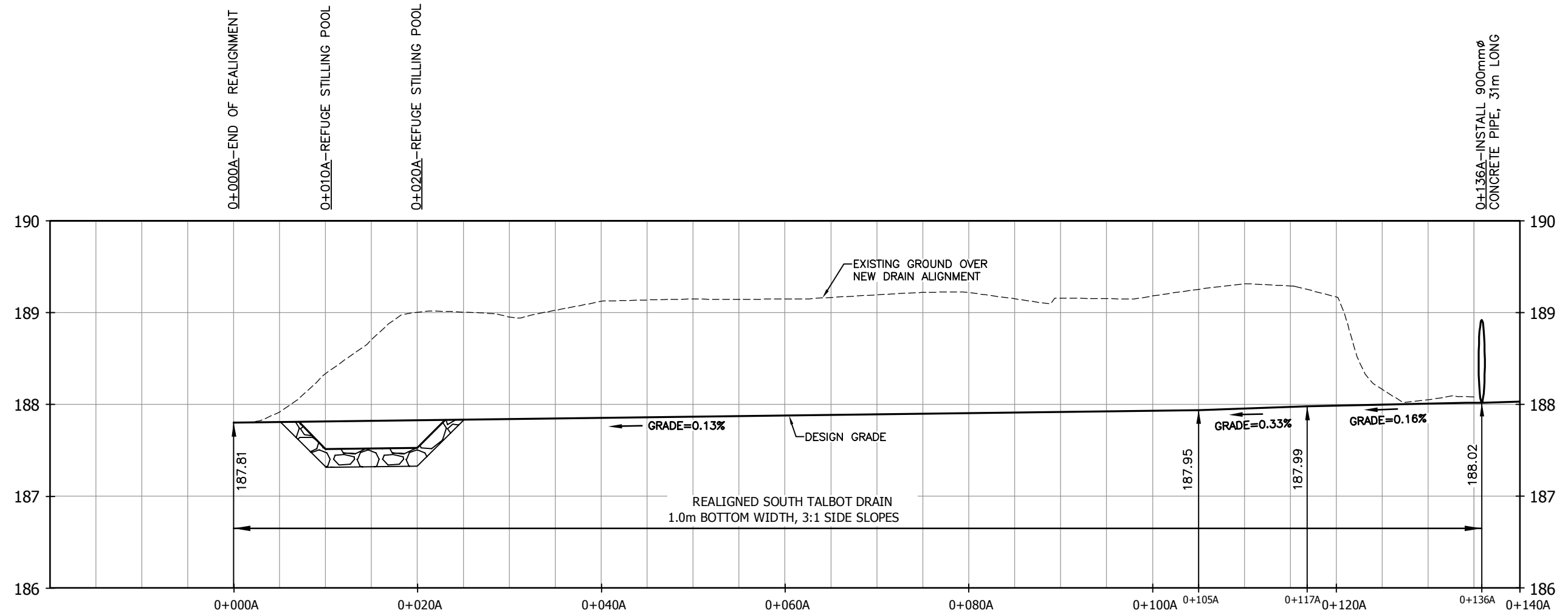
	PROJECT NO.	18-9004
	DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'	
Drainage Report for the REALIGNMENT OF THE SOUTH TALBOT DRAIN Town of Tecumseh	
SHEET TITLE	DETAIL PLAN
PAGE NO.	3 of 5

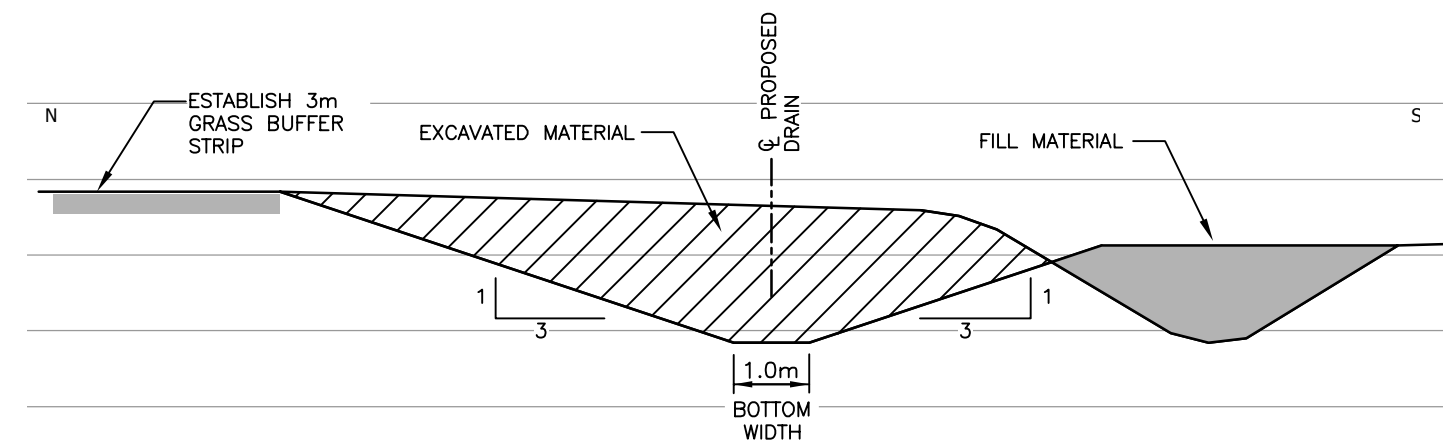


DETAIL PLAN
SCALE=1:2500

Mar 17, 2021 - 5:23pm C:\pw working directory\projects 2018\33\wlb\dms66148\189004--DRN--CON FINAL.dwg



PROFILE
SCALE: HORIZ.=1:500
VERT.=1:50



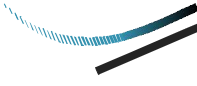
CROSS SECTION 0+060A (LOOKING UPSTREAM)
NOT TO SCALE



Conditions of Use
Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
Do not scale dimensions from drawing.
Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

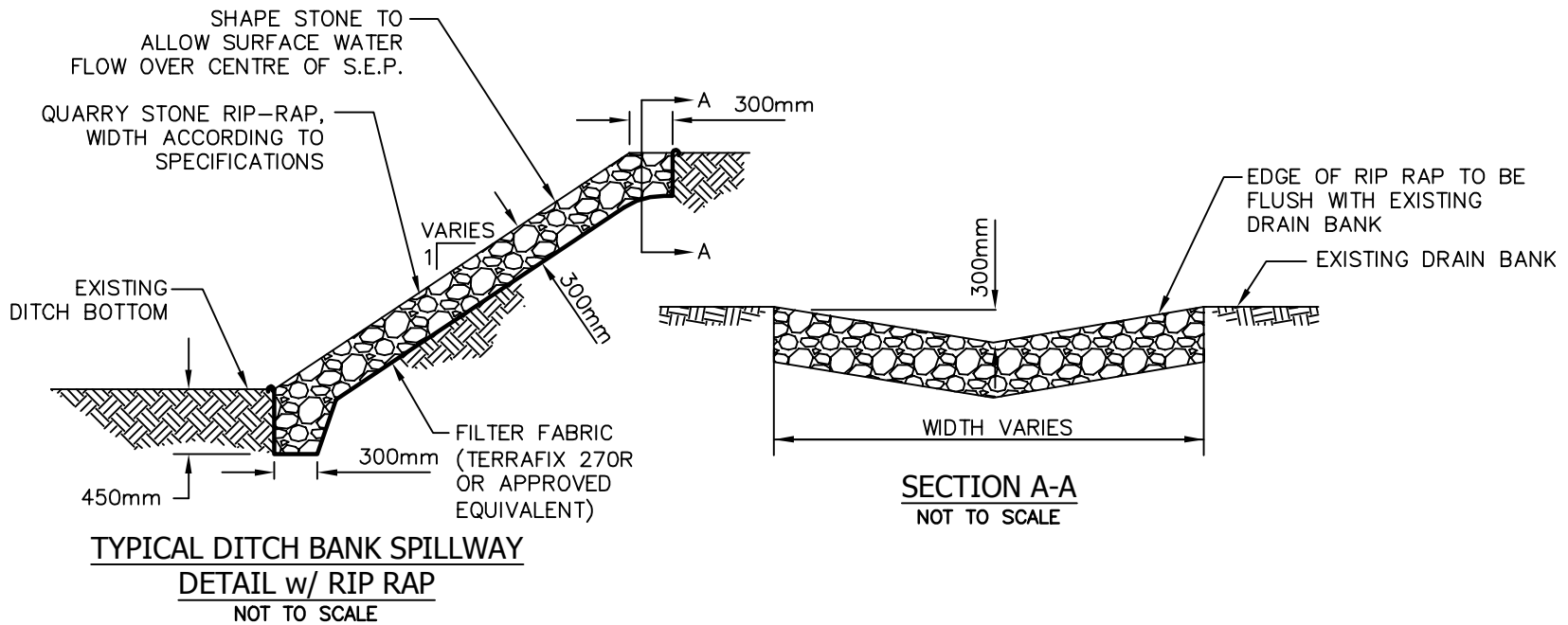
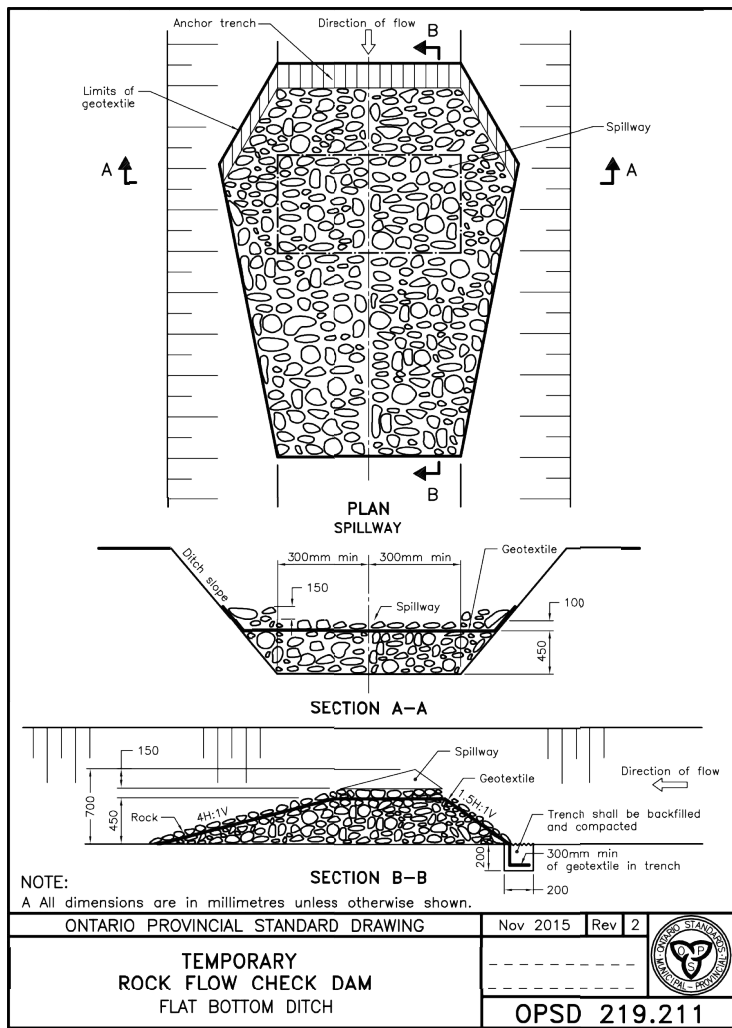
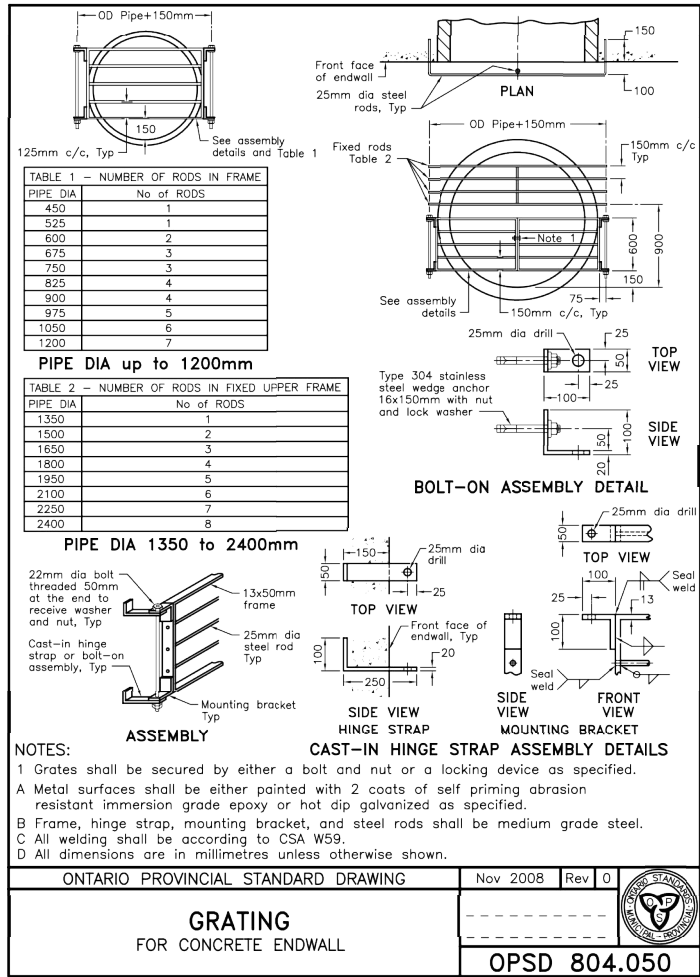
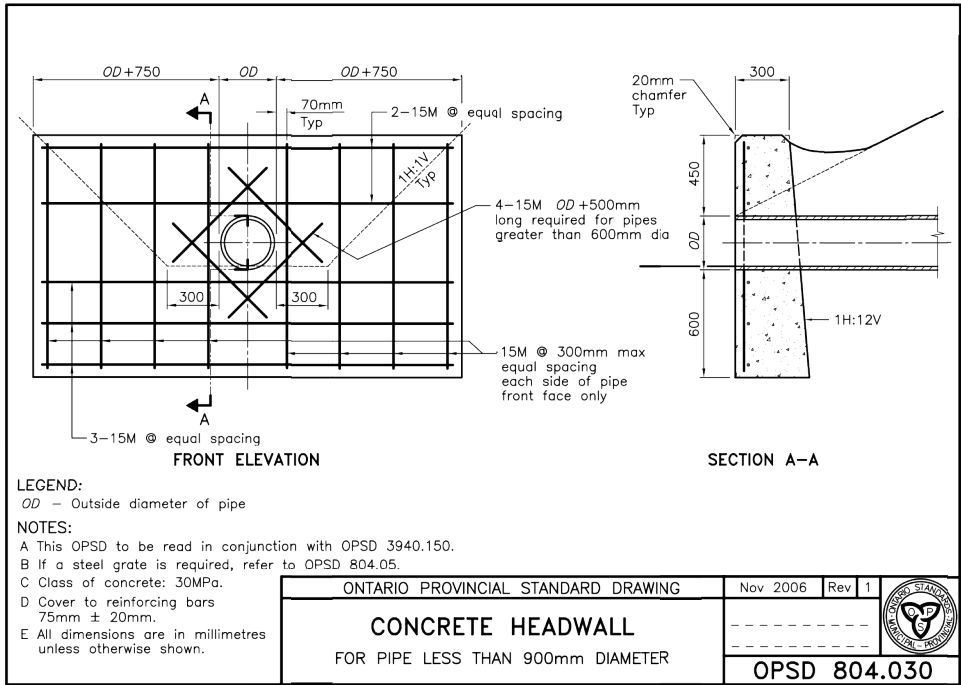
3	FINAL REPORT SUBMISSION	MAR. 17/2021	MDH	
2	PUBLIC INFORMATION CENTRE	FEB. 17/2021	MDH	
1	CLIENT REVIEW	NOV. 3/2020	MDH	
No.		ISSUED	488	DATE BY

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	March 17, 2021		
SCALE	AS SHOWN		


PROJECT NO. 18-9004
DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G' Drainage Report for the REALIGNMENT OF THE SOUTH TALBOT DRAIN Town of Tecumseh	
SHEET TITLE	PROFILE
PAGE NO.	4 of 5

Mar 17, 2021 - 4:05pm C:\pw working directory\projects 2018\33\wlb\dms66148\189004-DRN-CON FINAL.dwg



Conditions of Use


Verify elevations and/or dimensions on drawing prior to use.
Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

3	FINAL REPORT SUBMISSION	MAR. 17/2021	MDH		
2	PUBLIC INFORMATION CENTRE	FEB. 17/2021	MDH		
1	CLIENT REVIEW	NOV. 3/2020	MDH		
No.		ISSUED 489	DATE	BY	

DESIGN	MDH	REVIEWED BY	CDP
DRAWN	WLB	CHECKED BY	TRO
DATE	March 17, 2021		
SCALE	AS SHOWN		

	
PROJECT NO.	18-9004
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for the
REALIGNMENT OF THE SOUTH TALBOT DRAIN
Town of Tecumseh

SHEET TITLE **MISCELLANEOUS DETAILS**

PAGE NO. **5 of 5**

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
02/20	October 27, 2020	RCM 318/20	Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	Administration to bring considerations to regulate the parking of these vehicles, units and trailers within the municipal right-of-way in the former Town of Tecumseh, to ensure that visibility sightlines are maintained to private driveways, and to recommend appropriate regulations surrounding the parking of such vehicles, units and trailers in the minimum side yard of a private property at the time the Town's zoning By-law is reviewed.	PBS	In progress
03/20	October 27, 2020	RCM 319/20	Short Term Rentals	Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	PBS	In progress
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

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
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	June 22, 2021	RCM 206/21	Cannabis Retail Sales Policy	That Administration develop a policy statement, as recommended by the Windsor-Essex County Health Unit (WECHU) in consultation with the WECHU, to expand on the limited restrictions imposed by the Province for the protection of our vulnerable populations and sensitive land uses such as daycares, parks, and youth and mental health centres to further influence the location of retail cannabis stores; and be provided for consideration at the next Policies & Priorities Meeting.	CS	In progress
05/21	June 22, 2021	PPC 20/21	Rodent Control Subsidy Program	Administration draft a framework for a subsidy program on rodent control with options for funding and report back to Council for consideration at the next Policies & Priorities Committee meeting.	CS	In progress
06/21	July 27, 2021	RCM 233/21	Mobile Food Vendors	Administration to research regulations on licensing the operation of mobile food vendors and draft a regulatory framework for mobile food vendors to be presented to Council for consideration at a Policies & Priorities Committee meeting.	CS	In progress

The Corporation of the Town of Tecumseh

By-Law Number 2021-72

Being a by-law to confirm the proceedings of the September 14, 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 September 14, 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 September 14, 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 14th day of September, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk