

Regular Council Meeting Agenda

Date: Tuesday, May 24, 2022, 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. Land Acknowledgement**

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

- G. Disclosure of Pecuniary Interest**

- H. Minutes**

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| 2. Special Council Meeting - May 5, 2022 - Strategic Priorities | 15 - 17 |
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- I. Supplementary Agenda Adoption**

- J. Delegations**

K. Communications - For Information

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| 6. | Multi-Municipal Wind Turbine Working Group dated April 22, 2022 | 33 - 37 |
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| | Re: Windsor-Essex Regional Community Safety and Well-Being Plan | |
| 8. | Tay Valley Township dated May 3, 2022 | 40 - 40 |
| | Re: Support for AMO's resolution on Firefighter Certification | |
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| | Re: New Home Tax Rebate Program | |
| 10. | Township of Amaranth dated April 26, 2022 | 43 - 43 |
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| 13. | Township of East Hawkesbury dated May 9, 2022
Re: Support for the Township of Clearview's resolution on Funding Support for Infrastructure Projects | 47 - 47 |
| 14. | Township of Horton dated May 3, 2022
Re: Support for the Township of Clearview's resolution on Funding Support for Infrastructure Projects | 48 - 48 |
| 15. | County of Essex dated May 5, 2022
Re: Active School Travel Charter for Windsor Essex County | 49 - 61 |

L. Communications - Action Required

1. 33rd Annual Essex Region Conservation Foundation Golf Tournament scheduled for Thursday, July 21, 2022

[View link here](#)

It is recommended:

That the Mayor and Members of Council **be authorized** to attend the 33rd Annual Essex Region Conservation Foundation Golf Tournament scheduled for Thursday, July 21, 2022 from 11:45 am to 5:00 pm at the Kingsville Golf & Country Club, in accordance with the Education and Travel Policies, subject to 2022 Budget funding.

M. Committee Minutes

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| 1. | Tecumseh Accessibility Advisory Committee dated April 28, 2022 and May 10, 2022 | 62 - 69 |
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| a. | DS-2022-19 Site Plan Control, Bear Development Inc. 5395-5405 Outer Driver | 75 - 84 |
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| b. | LCS-2022-17 Rodent Abatement | 118 - 123 |
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O. By-Laws

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| 1. | By-Law 2022-038 | 155 - 203 |
| | Being a by-law to authorize the execution of a Development Agreement between The Corporation of the Town of Tecumseh and Old Castle Heights Inc. | |
| 2. | By-Law 2022-039 | 204 - 208 |
| | Being a by-law to adopt a Cannabis Retail Stores Policy Statement and to delegate authorities and duties associated with providing municipal comments to an Application for a Proposed Retail Cannabis Store | |
| 3. | By-Law 2022-040 | 209 - 212 |
| | Being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh | |
| 4. | By-Law 2022-041 | 213 - 215 |
| | Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Guy R. Greve | |

P. Unfinished Business

- | | | |
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| 1. | May 24, 2022 | 216 - 217 |
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Q. New Business

R. Motions

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S. Notices of Motion

T. Next Meeting

Tuesday, June 7, 2022

5:30 pm Public Council Meeting - Town Wide CIP - Industrial Incentives

6:30 pm Court of Revision - Lachance Drain

U. Adjournment

Regular Meeting of Council

Minutes

Date: Tuesday, May 10, 2022
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, Brian Houston
Councillor, Rick Tonial

Absent:

Councillor, Andrew Dowie
Councillor, Tania Jobin

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Community & Recreation Services, Paul Anthony
Director People & Culture, Michelle Bonnici
Director Technology & Client Services, Shaun Fuerth
Director Development Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Legislative Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Planning Services & Local Economic Development, Chad Jeffery
Deputy Fire Chief - Operations, Kevin Kavanagh
Manager Public Works & Transportation, Kirby McArdle
Manager Special Projects, Kerri Rice

A. Roll Call

B. Order

The Mayor calls the meeting to order at 8:25 pm.

C. Report Out of Closed Meeting

An In-Camera meeting of Council convened in closed session at 6:00 pm in accordance with the Municipal Act, 2001 Section 239 (2) (b) (c) (e) (f) (g) (h) (i) and (j) of the Municipal Act, 2001. At the meeting, Council received an update in respect of a matter and information explicitly supplied in confidence by the province and provided direction on a Human Resources matter.

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. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

G. Disclosure of Pecuniary Interest

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

H. Minutes**1. Regular Council Meeting - April 26, 2022****2. Public Council Meeting - April 26, 2022 - Lachance Drain****Motion: RCM - 141/22**

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the April 26, 2022 minutes of the Regular Council meeting and the April 26, 2022 minutes of the Public Council meeting on the Lachance Drain, as were duplicated and delivered to the members, **be adopted**.

Carried

I. Supplementary Agenda Adoption**Motion: RCM - 142/22**

Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That the supplementary items added to the Regular Meeting agenda regarding Report DS-2022-22 entitled "Industrial CIP, Recommendations for Statutory Public Meeting" and the Communications item from Councillor Andrew Dowie, **be approved**

Carried

J. Delegations**1. Tourism Windsor Essex Pelee Island - 2022-2023 Official Visitor Guide**

Re: Gordon Orr, Chief Executive Officer, Lynnette Bain, Vice President, Destination Development and Jason Toner, Director of Marketing and Communications

Mr. Gordon Orr is joined by Lynette Bain and Jason Tonner, to present the PowerPoint entitled "Tourism Windsor-Essex Pelee Island 2022-2023 - Where Can We Take You" and unveils plans for 2022/2023 along with the Official Visitor's Guide.

2. Tecumseh Industrial Community Improvement Plan

Re: Rory Baksh and Amy Greenberg, Dillon Consulting Limited

Rory Baksh and Amy Greenberg of Dillion Consulting present the Tecumseh Industrial Community Improvement plan, Interim Report as appended on the agenda. The consultants respond to questions from the Members.

Motion: RCM - 143/22

Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That Report DS-2022-17 entitled "Industrial CIP, Recommendations for Statutory Public Meeting", **be brought forward** on the agenda for discussion and consideration.

Carried

Motion: RCM - 144/22

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That Report DS-2022-21 entitled "Proposed Industrial Community Improvement Plan - Recommendation for Statutory Public Meeting", **be received;**

And that the scheduling of a public meeting, to be held on Tuesday, June 7, 2022 at 4:30 p.m., in accordance with the *Planning Act* for the purpose of seeking public and stakeholder input on a proposed Industrial Community Improvement Plan, **be authorized;**

And further that County Council **be requested** to initiate a process to amend the County Official Plan in order to incorporate revised Community Improvement Plan policies that would allow for the County to participate in grant programs of lower-tier Community Improvement Plans that have been adopted in accordance with Section 28 of the *Planning Act*.

Carried

K. Communications - For Information

1. Town of Essex dated May 4, 2022

Re: Support for the City of Barrie's Resolution on Joint and Several Liability

2. Essex Power dated May 4, 2022

Re: 2021 Dividend

3. Association of Municipalities of Ontario dated April 26, 2022

Re: Call for Nominations 2022-2024

4. Municipality of Mississippi Mills dated April 19, 2022

Re: Support for City of Waterloo's resolution on Ontario Must Build it Right the First Time

5. Town of Bracebridge dated April 19, 2022

Re: Request for AMO to Review Challenges to Development in Relation to the Ontario Land Tribunal

6. Town of Cochrane dated April 5, 2022

Re: Year of the Garden

7. City of Thorold dated May 4, 2022

Re: Russian Sanctions

Motion: RCM - 145/22

Moved by Councillor Rick Tonial

Seconded by Councillor Bill Altenhof

That Communications - For Information 1 through 7 as listed on the Tuesday, May 10, 2022 Regular Council Agenda, **be received**.

Carried

L. Communications - Action Required

1. Association of Municipalities of Ontario dated May 3, 2022

Re: Advanced Land Use Planning Training - A Deeper Dive Workshop - [View here](#)

It is recommended:

That Members of Council **be authorized** to attend AMO's online training of "Advanced Land Use Planning Training - A Deeper Dive" on Tuesday, May 31, 2022, subject to the Town's Professional Development Policy and funding in the 2022 Budget.

Motion: RCM - 146/22

Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That Members of Council **be authorized** to attend AMO's online training of "Advanced Land Use Planning Training - A Deeper Dive" on Tuesday, May 31, 2022, subject to the Town's Professional Development Policy and funding in the 2022 Budget.

Carried

2. Councillor Andrew Dowie dated May 9, 2022

Re: Request of Town Council for a Leave

Motion: RCM - 147/22

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That Council **approve** the request of Ward 1 Councillor Andrew Dowie for a leave of absence while campaigning for Windsor-Tecumseh MPP effective May 11, 2022 until June 6, 2022, and suspension of his remuneration during this leave time.

Carried

M. Committee Minutes

1. Police Services Board - April 14, 2022

Motion: RCM - 148/22

Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That the April 14, 2022 minutes of the Police Services Board as were duplicated and delivered to the members, **be accepted**.

Carried

2. Personnel Committee - April 26, 2022

Motion: RCM - 149/22

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the April 26, 2022 minutes of the Personnel Committee as were duplicated and delivered to the members, **be adopted**.

Carried

N. Reports**1. Chief Administrative Officer - People & Culture**

- a. CAO-2022-07 Tecumseh 100th Anniversary - Transit Service

Motion: RCM - 150/22

Moved by Councillor Rick Toniai

Seconded by Deputy Mayor Joe Bachetti

That Chief Administrative Officer Report CAO-2022-07 respecting the Tecumseh 100th Anniversary Celebration – Tecumseh Transit Service, **be received;**

And that Council **approve** the waiver of fees associated with the Tecumseh Transit Service for Saturday, July 2, 2022 and Monday, July 4, 2022, to support alternate transportation during the 100th Anniversary Celebration for the Town.

Carried

2. Development Services

- a. DS-2022-17 Development Agreement Old Castle Heights Inc., Residential Subdivision Northeast Corner of 8th Concession/North Talbot Road Intersection

Motion: RCM - 151/22

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

That a by-law authorizing the execution of the Old Castle Heights Inc. development agreement, satisfactory in form to the Town's Solicitor, which allows for the development of a 220-unit residential subdivision comprising 132 single-unit dwellings, 6 semi-detached dwellings and 19 townhouse dwellings, along with associated buffer areas/passive open space/multi-purpose pathways, stormwater corridors and a stormwater pond, on a 20.7 hectare (51.3 acre) parcel of land situated on the northeast corner of the North Talbot Road/8th Concession Road intersection (County of Essex Draft Plan of Subdivision File No. 37-T-21004), **be adopted, subject to the Owner executing the development agreement;**

And that the execution of such further documents as are called for by the development agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the development agreement on title to the lands and such other acknowledgements/directions for any related transfers or real property registrations contemplated by the development agreement, by the Mayor and Clerk and minor modifications as the Director Development Services may approve as necessary and appropriate upon conferring with the Town's Solicitor, **be authorized.**

Carried

- b. DS-2022-18 Zoning By-Law Amendment 205-227 Lesperance Road Scheduling of a Public Meeting

Motion: RCM - 152/22

Moved by Councillor Brian Houston

Seconded by Deputy Mayor Joe Bachetti

That the scheduling of a public meeting, to be held on Tuesday, June 28, 2022 at 6:00 p.m., in accordance with the *Planning Act* for a zoning by-law amendment application submitted for a 0.38 hectare (0.94 acre) parcel of land situated at the southwest corner of the Lesperance Road/Dillon Drive intersection (205-227 Lesperance Road), seeking to amend Zoning By-law 1746 by rezoning the subject land from “Residential Zone 3 (R3)” to a site-specific “Residential Zone 3” in order to facilitate the construction of a residential development consisting of four, 2.5 storey, six-unit dwellings and establish site-specific lot, building and yard provisions, **be authorized.**

Carried

- c. DS-2022-21 Industrial CIP, Recommendations for Statutory Public Meeting

This report was brought forward on the agenda to Delegations for discussion and consideration.

3. Legislative & Clerk Services

- a. LCS-2022-16 Cannabis Retail Stores Policy Statement

Motion: RCM - 153/22

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That Report LCS-2021-16 entitled “Cannabis Retail Stores Policy Statement,” **be received;**

And that the Cannabis Retail Store Policy Statement, as appended to LCS-2022-16, **be approved;**

And further that a by-law **be prepared** to adopt the Cannabis Retail Stores Policy Statement and to delegate to the Town Clerk the authority to provide municipal comments on Cannabis Retail Store Authorization requests to the Alcohol and Gaming Commission of Ontario, in accordance with the Policy Statement.

Carried

4. Technology & Client Services

- a. TCS-2022-04 Tecumseh Rural Broadband Advisory Committee

Motion: RCM - 154/22

Moved by Councillor Bill Altenhof

Seconded by Councillor Rick Tonial

That Report TCS-2022-04, regarding the Tecumseh Rural Broadband Advisory Committee **be received**.

Carried

O. By-Laws

There are no By-Laws presented to Council.

P. Unfinished Business

1. May 10, 2022

The Members receive the Unfinished Business listing for Tuesday, May 10, 2022.

Q. New Business

New School Development Site

A Member advises that there is a strong community interest to keep the mature trees at the new school location on Tecumseh Road. It is requested that Administration be mindful and best attempts be made to preserve the mature trees.

R. Motions

1. Confirmatory By-law 2022-037

Motion: RCM - 155/22

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, May 10, 2022 meeting of the Regular Council **be adjourned** at 9:59 pm.

Carried

S. Notices of Motion

There are no Notices of Motion presented to Council.

T. Next Meeting

Tuesday, May 24, 2022

6:00 pm Public Council Meeting - ZBA 6780 Holden

6:30 pm Court of Revision - Lachance Drain

7:00 pm Regular Council Meeting

U. Adjournment

Motion: RCM - 156/22

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

That there being no further business, the Tuesday, May 10, 2022 meeting of the Regular Council **be adjourned** at 9:59 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Special Meeting of Council

Minutes

Date: Thursday, May 5, 2022
Time: 4:30 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

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

Also Present:

Chief Administrative Officer, Margaret Misk-Evans
Director Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Director People & Culture, Michelle Bonnici
Director Development Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Legislative Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Assistant Drainage Superintendent, Alessia Mussio

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:30 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are

dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

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

E. Delegations

1. Phil Bartnik, Director Public Works & Engineering Services, and Tom Kitsos, Director Financial Services & Chief Financial Officer

Re: Public Works & Engineering Services Capital Plan 2023-2031

The Director Public Works & Engineering Services presents the Public Works & Engineering Services Capital Plan 2023-2031 as appended to the agenda. The Director Financial Services & Chief Financial Officer provides a financial analysis of the hybrid scenario and the projected impact to the Town's reserves and debt.

The Mayor opens the floor to the members for comments, questions and answers.

Motion: SCM - 15/22

Moved By: Councillor Rick Tonial

Seconded By: Councillor Brian Houston

That the May 5, 2022, Public Works & Engineering Services presentation on Public Works & Engineering Services Capital Priorities 2023 to 2031, **be received;**

And that Administration **be directed** to incorporate the recommended hybrid scenario as part of the 2022 and 2023-2027 Public Works & Engineering Services Capital Works Plans for Council's consideration;

And further that Administration **be directed** to report back to Council with any updates on grant funding opportunities, special projects or further discussions with or actions taken by stakeholders that may impact the implementation of hybrid scenario infrastructure as set out in the May 5, 2022 presentation.

Carried

F. Communications

There are no Communications presented to Council.

G. Reports

There are no Reports presented to Council.

H. Adjournment

Motion: SCM - 16/22

Moved By: Councillor Bill Altenhof

Seconded By: Councillor Brian Houston

That there being no further business, the Thursday, May 5, 2022, meeting of the Special Council Meeting **be adjourned** at 6:17 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Special Meeting of Council

Minutes

Date: Tuesday, May 10, 2022
Time: 4:30 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

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

Absent:
Councillor, Andrew Dowie

Also Present:
Chief Administrative Officer, Margaret Misek-Evans
Director Community & Recreation Services, Paul Anthony
Director People & Culture, Michelle Bonnici
Director Development Services, Brian Hillman
Director Legislative Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Fire Chief - Operations, Kevin Kavanagh
Manager Public Works & Transportation, Kirby McArdle

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:30 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are

dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

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

E. Delegations

1. Clerk's Office Service Delivery Review

Tammy Carruthers, Angela Gravelle, and John Skorobohacz, WSCS Consulting Inc.

The representatives of WSCS Consulting Inc. present the Town's Clerk's Service Delivery Review as appended on the agenda. The Service Review focuses on the department's current functions to identify opportunities for efficiencies. Recommendations are made with respect to technology, organization, customer service, policies and service delivery to best implement department business processes.

The Mayor opens the floor to the members for comments, questions and answers.

F. Communications

There are no Communication items presented to Council.

G. Reports

1. LCS-2022-15 Clerk's Office Service Review 2022

Motion: SCM - 17/22

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Rick Tonial

That Report LCS-2022-15 entitled "Clerks Office Service Review 2022" **be received;**

And that the independent third party final report "2022 Clerk's Office Service Review, April 28, 2022" as prepared by WSCS Consulting, **be endorsed;**

And further that Administration report back to Council with a framework for the implementation of recommendations found in the Service Review.

Carried

H. Adjournment and Motion to Proceed In-Camera

Motion: SCM - 18/22

Moved By Councillor Rick Tonial

Seconded By Councillor Brian Houston

That there being no further business, the Tuesday May 10, 2020, Special Council Meeting be **adjourned** at 5:48 pm;

And that the May 10, 2022 In-Camera meeting of Council **convene** in closed session at 6:00 pm in accordance with Section 239 (2) (c) (e) (f) (g) (h) (i) and (j) of the *Municipal Act, 2001*, which states that a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

(c) a proposed or pending acquisition or disposition of land by the municipality or local board;

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(g) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

(h) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

(i) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

(j) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

March 17, 2022

File: C00

The Honourable Doug Ford, MPP
Premier of Ontario
Premier's Office, 1 Queen's Park
Legislative Building, Room 281
Toronto ON M7A 1A1
premier@ontario.ca

Dear Premier Ford:

**Re: REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION
TO ADDRESS JOINT AND SEVERAL LIABILITY**

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise that on March 7, 2022, City Council adopted the following resolution regarding a Plan of Action to Address Joint and Several Liability:

**22-G-064 REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION TO ADDRESS
JOINT AND SEVERAL LIABILITY**

WHEREAS the cost of municipal insurance in the Province of Ontario has continued to increase with especially large increases going into 2022; and

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

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

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

1. That 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 own and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

NOW THEREFORE BE IT RESOLVED that the Council for the Corporation of the City of Barrie call on the Province of Ontario to immediately review these recommendations despite COVID-19 delays, as insurance premiums will soon be out of reach for many communities and

BE IT FURTHER RESOLVED that this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario and MPP for Barrie-Springwater, the Honourable Andrea Khanjin, MPP for Barrie-Innisfil, and all Ontario municipalities.

If you have any questions, please do not hesitate to contact the undersigned, wendy.cooke@barrie.ca or (705) 739.4220, Ext. 4560.

Yours truly,



Wendy Cooke
City Clerk/Director of Legislative and Court Services

WC/bt

Cc:

- The Honourable Peter Bethlenfalvy, Minister of Finance
- The Honourable Doug Downey, Attorney General and MPP for Barrie-Springwater
- The Honourable Andrea Khanjin, MPP for Barrie-Innisfil
- All Ontario municipalities



CORPORATION OF THE TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306 Ingersoll, ON, N5C 3K5
Ph. 519-485-2490 • 1-888-699-3868 • Fax 519-485-2520

Item 9(a)

Date: **April 20, 2022**

43-04-2022

Moved by Paul Mitchell

Seconded by Steve MacDonald

WHEREAS the Township of Zorra has experienced annual cost of premium increase of 17%, 24% and 20% in the last three years for insurance coverage for the municipality;

THEREFORE the Township of Zorra supports resolution 22-6-064 entitled "Request to the Province of Ontario for a Plan of Action to Address Joint and Several Liability," passed by the City of Barrie;

AND THAT the Township of Zorra supports resolution 080-22 passed by the Municipality of Mississippi Mills, regarding the Association of Municipalities of Ontario (AMO) submission entitled "Towards a Reasonable Balance: Addressing Growing Municipal Liability and Insurance Costs;"

AND THAT this motion of support and the two resolutions list above, be forwarded to Premier Doug Ford, Minister of Finance Peter Bethlenfalvy, Minister of Municipal Affairs and Housing Steve Clark, MPP for Oxford Ernie Hardeman, AMO and all Ontario municipalities.

☒ Carried

☐ Defeated

☐ Recorded Vote

☐ Deferred

Recorded Vote:

	Yea	Nay
Mayor Ryan		
Councillor Forbes		
Councillor Davies		
Councillor Mitchell		
Councillor MacDonald		

Mayor

March 17, 2022

File: C00

The Honourable Doug Ford, MPP
Premier of Ontario
Premier's Office, 1 Queen's Park
Legislative Building, Room 281
Toronto ON M7A 1A1
premier@ontario.ca

Dear Premier Ford:

**Re: REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION
TO ADDRESS JOINT AND SEVERAL LIABILITY**

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise that on March 7, 2022, City Council adopted the following resolution regarding a Plan of Action to Address Joint and Several Liability:

**22-G-064 REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION TO ADDRESS
JOINT AND SEVERAL LIABILITY**

WHEREAS the cost of municipal insurance in the Province of Ontario has continued to increase with especially large increases going into 2022; and

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

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

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

1. That 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 own and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

NOW THEREFORE BE IT RESOLVED that the Council for the Corporation of the City of Barrie call on the Province of Ontario to immediately review these recommendations despite COVID-19 delays, as insurance premiums will soon be out of reach for many communities and

BE IT FURTHER RESOLVED that this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario and MPP for Barrie-Springwater, the Honourable Andrea Khanjin, MPP for Barrie-Innisfil, and all Ontario municipalities.

If you have any questions, please do not hesitate to contact the undersigned, wendy.cooke@barrie.ca or (705) 739.4220, Ext. 4560.

Yours truly,



Wendy Cooke
City Clerk/Director of Legislative and Court Services

WC/bt

Cc:

- The Honourable Peter Bethlenfalvy, Minister of Finance
- The Honourable Doug Downey, Attorney General and MPP for Barrie-Springwater
- The Honourable Andrea Khanjin, MPP for Barrie-Innisfil
- All Ontario municipalities



**The Corporation of the
Municipality of Mississippi Mills**

Council Meeting

Resolution Number 080-22

Title: Information List #05-22 Town of Bracebridge Resolution re: Joint and Several Liability Reform

Date: Tuesday, March 15, 2022

Moved by Councillor Holmes

Seconded by Councillor Dalgity

WHEREAS municipal governments provide essential services to the residents and businesses in their communities; and

WHEREAS the ability to provide those services is negatively impacted by exponentially rising insurance costs; and

WHEREAS one driver of rising insurance costs is the legal principle of “joint and several liability”, which assigns disproportionate liability to municipalities for an incident relative to their responsibility for it; and

WHEREAS the Government of Ontario has the authority and responsibility for the legal framework of “joint and several liability”; and

WHEREAS the Premier of Ontario committed to review the issue in 2018 with a view to helping municipal governments manage their risks and costs; and

WHEREAS the Provincial Review was conducted in 2019 with AMO and municipalities fully participating; and

WHEREAS the results of the Provincial Review have not been released and municipalities are still awaiting news of how the Attorney General will address this important matter; and

WHEREAS the Association of Municipalities of Ontario (AMO) on behalf of municipal governments has provided recommendations in their document “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to align municipal liability with the proportionate responsibility for incidents and capping awards; and

WHEREAS The Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) has written to the Attorney General in support of the abovementioned recommendations provided by AMO;

NOW THEREFORE BE IT RESOLVED THAT THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS RESOLVES AS FOLLOWS:

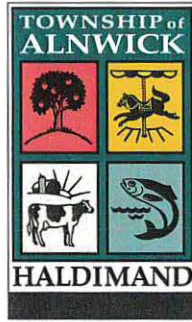
1. That the Municipality of Mississippi Mills calls on the Attorney General of Ontario to work with municipal governments to put forward a plan of action to address “joint and several liability” before the end of the government’s current term.
2. That the Municipality of Mississippi Mills supports the seven (7) recommendations contained in the AMO submission “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to re-establish the priority for provincial action on this issue.
3. That a copy of this resolution be forwarded to Attorney General, the Honourable Doug Downey; the Minister of Municipal Affairs and Housing, the Honourable Steve Clark; AMO President, Jamie McGarvey, AMCTO President, Sandra MacDonald; and all Municipalities in Ontario.

CARRIED

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



Casey Munro, Deputy Clerk



April 25, 2022

The Honourable Doug Ford, MPP
Premier of Ontario
Premier's Office, 1 Queen's Park
Legislative Building, Room 281
Toronto, ON M7A 1A1
premier@ontario.ca

Dear Premier Ford:

Re: Support of Resolution – Request to the Province of Ontario for a Plan of Action to Address Joint and Several Liability

At the Township of Alnwick/Haldimand's Regular Council Meeting held on April 7, 2022, Council received the resolution sent by the City of Barrie on March 17, 2022 regarding a plan of action to address joint and several liability. Council of the Township of Alnwick/Haldimand supported and passed the following resolution:

R-114-2022

Moved by Councillor Greg Booth, seconded by Deputy Mayor Sherry Gibson;

"Be it resolved that the correspondence from the City of Barrie dated March 17, 2022, RE: Request to the Province for a Plan of Action to Address Joint and Several Liability, be received; and

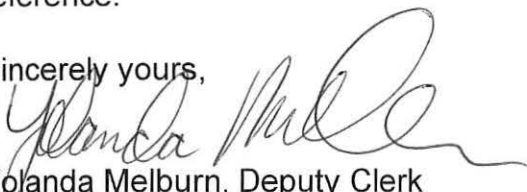
Further that Council supports the resolution from the City of Barrie, RE: Request to the Province for a Plan of Action to Address Joint and Several Liability; and

Further that this motion be provided to all Ontario municipalities.

CARRIED

A copy of the above noted resolution from the City of Barrie is attached for your reference.

Sincerely yours,


Yolanda Melburn, Deputy Clerk
Township of Alnwick/Haldimand
905-349-2822 ext. 32
ymelburn@ahntp.ca

cc: All Ontario Municipalities; and The Honourable David Piccini, MPP

April 28, 2022

Sent on behalf of Todd Coles, City Clerk

Laura Moy
Director Corporate Services & Clerk
Town of Tecumseh
917 Lesperance Rd.
Tecumseh, ON N8N 1W9

Dear Laura Moy:

**RE: RESOLUTION SUPPORTING MUNICIPAL FINAL AUTHORITY FOR
DEVELOPMENT PLANNING (REFERRED FROM FEBRUARY 15, 2022
COUNCIL MEETING)**

[Linked](#) for your information is **Item 2, Report No. 11**, of the Committee of the Whole (Working Session) regarding the above-noted matter, which was adopted, as amended, by the Council of the City of Vaughan at its meeting of March 22, 2022.

I draw your attention to the Resolution recommendation, as follows:

7. *BE IT FINALLY RESOLVED That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for consideration.*

If the above link does not work, please refer to the following [Post-Agenda page](#), and locate the item accordingly.

To assist us in responding to inquiries, please quote the item and report number.

For inquiries, please reply to clerks@vaughan.ca.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Coles", with a long horizontal stroke extending to the left.

Todd Coles
City Clerk

Attachment:
[Extract](#) (linked)

March 23, 2022

Hon. Steve Clark
Minister of Municipal Affairs and Housing
College Park, 17th Floor
777 Bay St.
Toronto, ON M7A 2J3

**RE: Resolution from the City of Waterloo passed March 21st, 2022 re: Ontario
Must Build it Right the First Time**

Dear Minister Clark,

Please be advised that the Council of the Corporation of the City of Waterloo at its Council meeting held on Monday, March 21st, 2022 resolved as follows:

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Waterloo, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target that requires the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the City of Waterloo recently adopted a net-zero carbon policy for new local government buildings and endorsed a corporate greenhouse gas and energy roadmap to achieve a 50% emissions reduction by 2030 for existing local government buildings and net-zero emissions by 2050 (provided the provincial electricity grid is also net-zero emissions),

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS municipalities are already leading the way in adopting or developing energy performance tiers as part of Green Development Standards, including Toronto and Whitby with adopted standards and Ottawa, Pickering, and others with standards in development;

WHEREAS the City of Waterloo is finalizing Green Development Standards for its west side employment lands and actively pursuing Green Development Standards in partnership with the Region of Waterloo, the Cities of Kitchener and Cambridge, and all local electricity and gas utilities through WR Community Energy;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial action on climate change;

THAT Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;



THAT Council request the Province of Ontario provide authority to municipalities to adopt a specific higher energy performance tier than the Ontario Building Code, which would provide more consistency for developers and homebuilders than the emerging patchwork of municipal Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

Please accept this letter for information purposes only.

If you have any questions or require additional information, please contact me.

Sincerely,



Julie Scott
City Clerk, City of Waterloo

CC (by email):

Catherine Fife, M.P.P (Waterloo)
Laura Mae Lindo, M.P.P (Kitchener Centre)
Belinda C. Karahalios, M.P.P (Cambridge)
Amy Fee, M.P.P (Kitchener-South Hespeler)
Mike Harris, M.P.P (Kitchener-Conestoga)

MULTI-MUNICIPAL WIND TURBINE WORKING GROUP

TOM ALLWOOD, COUNCILLOR, GREY HIGHLANDS, CHAIR

STEVE ADAMS, COUNCILLOR, BROCKTON, VICE-CHAIR

1925 BRUCE ROAD 10, BOX 70, CHESLEY, ON NOG 1L0

[519-363-3039](tel:519-363-3039) FAX: [519-363-2203](tel:519-363-2203)

deputyclerk@arran-elderslie.ca

April 22, 2022

Dear Mayor and Members of Council,

The mandate of the Multi Municipal Working Group (MMWTWG) is to share, discuss and advocate best practices and other means to address mutual concerns regarding proposals to locate and install industrial/commercial wind generation facilities to all the relevant Government Ministries and Agencies.

At the April 14, 2022 meeting of the Multi-Municipal Wind Turbine Working Group passed the following resolution:

Agenda Number: 7.2.4

Resolution No. MMWTWG-2022-17

Title: Setback Recommendation

Date: Thursday, April 14, 2022

Moved by: Bill Palmer - Citizen - Municipality of Arran-Elderslie

Seconded by: Bob Purcell - Mayor - Municipality of Dutton Dunwich

To address concerns related to noise and the public safety of citizens, the Multi Municipal Wind Turbine Working Group recommends that the following setbacks from wind turbines should be adopted in each municipality:

1. 2000 metres from any wind turbine and any noise receptor, including homes, schools, places of worship, and locations where citizens go for relaxation, such as parks and community centres.
2. 1200 metres from any wind turbine and the lot line of any non-participating citizen, or a place where a citizen can access, such as public roadways, or waterways.

Further, that the Recording Secretary is empowered to prepare a letter to all municipalities in Ontario and the responsible Ministries, (Ministry of the Environment Conservation and Parks, and Ministry of Municipal Affairs) to be signed by the chair of the MMWTWG for immediate release.

CARRIED

Through changes made to the Planning Act in 2019, the province returned powers to municipalities to ensure that they have the final say on energy projects in their community. Proponents of new projects need to confirm that their project is permitted by the municipalities' zoning bylaws. Now that there are reports that sites are being sought for new wind turbines, it is timely that municipalities review the provisions in their zoning bylaws and update them as appropriate.

Key elements in zoning bylaws are setbacks between activities. While experience with the existing wind turbine projects in Ontario and changes in other jurisdictions indicate that the current provincial setbacks are inadequate to protect health of nearby residents. Municipalities are free to establish their own setbacks used in local bylaws. It is in this context that the MMWTWG is providing these recommendations to your municipality.

Attached is a summary of information related to setbacks. It includes a review of different setbacks based on a review by the Polish Public Institute of Health as well as information on setbacks used in other jurisdictions. The 2000 m setback from noise receptors is designed to provide protection from audible noise as well as low frequency noise and infrasound which travels greater distances that could occur from multiple turbines permitted by the current setback of 550 metres. Similarly, although 1200 metres may be a larger distance than we have observed significant pieces of blades travel from the towers, it provides a buffer to give protection from fire, or shadow flicker, that can cause problems further than blade pieces fall.

The Multi-Municipal Wind Turbine Working Group invites the participation of all municipalities across Ontario. To obtain details regarding the group's mandates, Terms of Reference and how to become a Member, please reach out to our Recording Secretary, Julie Hamilton at deputyclerk@arran-elderslie.ca. Size in numbers provides a louder voice to be heard!

Warmest Regards,
On behalf of the Chair, Tom Allwood

Julie Hamilton, Recording Secretary
Deputy Clerk
Municipality of Arran-Elderslie,
1925 Bruce Road 10, PO Box 70
Chesley, ON N0G 1L0
519-363-3039 ext. 105
deputyclerk@arran-elderslie.ca

c. Honourable David Piccini, Minister of Environment, Conservation and Parks, minister.mecp@ontario.ca, Honourable Steve Clark, Minister of Municipal Affairs and Housing, minister.mah@ontario.ca

Encl.

Setback Information

Current Ontario Rules – Regulation 359/09

Receptors	550 metres	Audible noise only based on 40 dBA
Property Lines	Blade length plus 10 metres	Typically 60 metres

Polish Public Health Institute Review

Audible Noise	.5 to .7 km	No adjustments for pulsing/tonal quality
Total Noise	1.0 to 3 km	Includes low frequency noise & pulsing/tonal adjustments
Shadow Flicker	1.2 to 2.1 km	Depends on height of turbine
Ice Throw	.5 to .8 km	Fragments of ice thrown from blades
Turbine Failure	.5 to 1.4 km	Potential distance for blade fragments

Examples of Setbacks

Jurisdiction	Set-back	Comments
Dutton-Dunwich, ON	2,000 M	To receptors
Mason County, Kentucky	1,600 M	To property line
Caratunk County, Maine	2,414 M	To property line
Wyoming	1,110 M	5.5 X height to property line
Bavaria, Germany	2,073 M	10 X hub height plus blade length
Sachsen, Germany	1,380 M	10 X hub height
Northern Ireland	1,386 M	10 X rotor diameter
Poland	2,073 M	10 X hub height plus blade length

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6
Tel: 416 326-5000
Toll Free: 1-866-517-0571
SOLGEN.Correspondence@ontario.ca

Solliciteur général

Bureau du solliciteur général

25, rue Grosvenor, 18^e étage
Toronto ON M7A 1Y6
Tél. : 416 326-5000
Sans frais : 1-866-517-0571
SOLGEN.Correspondence@ontario.ca



132-2021-5591

By email

May 3, 2022

His Worship Drew Dilkens
Mayor
City of Windsor
350 City Hall Square East, PO Box 1607
Windsor ON N9A 6S1
mayoro@citywindsor.ca

Dear Mayor Dilkens:

Thank you for completing the community safety and well-being (CSWB) plan for the City of Windsor and the County of Essex.

The [Windsor-Essex Regional Community Safety and Well-Being Plan: 2022-2026](#) demonstrates leadership and commitment to proactively addressing crime and complex social issues facing your community. To this end, I would like to commend the joint efforts of all municipalities, including Windsor, Amherstburg, Essex, LaSalle, Lakeshore, Leamington, Kingsville, Tecumseh, and your multi-sectoral partners for your collaborative efforts on the development of a comprehensive plan that will target local priority risks such as good governance and data, engaged and safe communities, mental health, and substance use supports through the implementation of your identified programs and strategies. As you know, it is by working together that we can truly make our communities safer and healthier.

The positive impacts of CSWB planning are clear. Through this collaborative planning process, communities can ensure better coordination between police services and community partners. Your CSWB plan will allow for appropriate crisis response and proactive programs that address local risks and improve the social determinants of health such as education, housing, and mental services. This type of planning can also lead to improvements in service delivery across multiple sectors, benefitting everyone in the community.

Further, by engaging in this holistic approach to CSWB planning, communities can ensure that those in need receive the correct response by the appropriate service provider in a timely manner. In so doing, this will alleviate the long-term reliance on the criminal justice system, emergency services, the financial burden of crime on society and will support long-term community safety and well-being.

.../2

Throughout the implementation of your CSWB plan, it will be essential to measure outcomes on an ongoing basis in order to determine progress on addressing local priority risks. Over time, priorities may change as improvements are made to reduce identified risks in the community. Therefore, it will be important to regularly monitor and update your CSWB plan to ensure that the plan continues to be reflective of the needs of the community.

As we move forward with CSWB planning in Ontario, I want to thank you for your continued support and ongoing efforts in helping to build safer, stronger communities in Ontario.

Sincerely,

Sylvia Jones
Solicitor General

c: Gary McNamara
Warden, County of Essex

His Worship Aldo DiCarlo
Mayor, Town of Amherstburg

His Worship Larry Snively
Mayor, Town of Essex

His Worship Marc Bondy
Mayor, Town of LaSalle

His Worship Tom Bain
Mayor, Municipality of Lakeshore

Her Worship Hilda MacDonald
Mayor, Municipality of Leamington

His Worship Nelson Santos
Mayor, Town of Kingsville

Leonardo Gil
Project Manager, City of Windsor



May 3, 2022

Association of Municipalities of Ontario (AMO)
200 University Ave., Suite 801
Toronto, ON M5H 3C6

Sent via email: resolutions@amo.on.ca

RE: AMO – Firefighter Certification.

RESOLUTION #C-2022-04-23

MOVED BY: Mick Wicklum

SECONDED BY: Fred Dobbie

“THAT, the Council of Tay Valley Township supports the Association of Municipalities of Ontario’s letter to the Solicitor General of Ontario outlining their concerns with the draft regulations regarding firefighter certification;

AND THAT, this resolution be forwarded to Association of Municipalities of Ontario, the Premier of Ontario, the Solicitor General, the Association of Fire Chiefs and all municipalities in Ontario.”

ADOPTED

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or clerk@tayvalleytp.ca.

Sincerely,

Amanda Mabo, Acting CAO/Clerk

cc: Hon. Doug Ford, Premier of Ontario
Hon. Sylvia Jones, Solicitor General
All Municipalities of Ontario
Ontario Association of Fire Chiefs



TOWN OF
SOUTH BRUCE PENINSULA

April 21, 2022

Prime Minister Justin Trudeau
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister Trudeau:

Re: New Home Tax Rebate Program

At the regular Council meeting held on April 19, 2022, the Council for the Corporation of the Town of South Bruce Peninsula discussed the New Home Tax Rebate Program. Our Council is focused on increasing the instances where both attainable and affordable housing are available to more residents of not only South Bruce Peninsula, but all across Canada. Council is pleased that the New Home Tax Rebate Program exists, and they applaud the government's commitment to assisting new home buyers.

Council, in their review of the program, respectfully requests that the Federal Government reconsiders their portion of the program. Council is encouraged by the Province of Ontario's program and would like to see the Federal Government either mirror the rebate program implemented by the Province of Ontario, or alternatively, increase the purchasing threshold to an amount which is greater than the current \$450,000 ceiling. In today's housing market, the instances of new houses being purchased for anything under \$450,000 is extremely rare, making the receipt of Federal rebate money not possible for most new home buyers.

Council adopted resolution R-144-2022 which is attached to this correspondence. We look forward to your consideration of this important issue and receiving a response with regard to same.

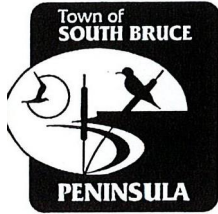
Should you have any questions, please do not hesitate to contact our office.

Yours sincerely,

Janice Jackson, Mayor
519-534-1400 ext 200
janice.jackson@southbrucepeninsula.com

Enclosure

cc: Premier Doug Ford, MP Alex Ruff, MPP Bill Walker, all Ontario municipalities



Excerpt from Council Meeting Minutes - April 19, 2022

28. Notice of Motion - Mayor Jackson, New Home Tax Rebate Program

Discussion included the purchasing of homes and the government programs.

R-144-2022

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

Whereas attainable housing has been a concern for residents across Canada;

And whereas attainable housing is a priority for all levels of government;

And whereas the Government of Canada and the Province of Ontario have implemented HST and GST rebate programs for those purchasing newly constructed and majorly renovated homes;

And whereas the Province of Ontario rebate program applies to the first \$400,000 of the purchase price of the new home and land, as the case may be, with a maximum rebate of \$24,000;

And whereas the Government of Canada rebate program applies only to new home and land purchases, as the case may be, under \$450,000, with an incremental decrease in rebate as the purchase price reaches \$450,000 and the maximum rebate being \$6,000;

And whereas the cost of new home construction has risen exponentially such that the majority of Canadians cannot afford to purchase a newly constructed home;

And whereas the Province of Ontario rebate program goes a long way toward assisting Ontarians purchase newly constructed homes.

Now therefore be it resolved that the Corporation of the Town of South Bruce Peninsula requests that the Government of Canada reviews its rebate program and considers implementing their rebate program in the same manner as that of Ontario meaning that there is no incremental decrease applied to the rebate and instead a maximum rebate is established for new home purchases under \$450,000;

And that alternatively, if the Government of Canada does not see fit to mirror the rebate program of the Province of Ontario, that the Government of Canada increases its new home purchasing threshold to an amount significantly higher than \$450,000 which is reflective of today's housing market;

And further that Council's position on this matter is circulated to Prime Minister Justin Trudeau, Premier Doug Ford, MP Alex Ruff, MPP Bill Walker and all municipalities in Ontario.



TOWNSHIP OF AMARANTH

374028 6TH LINE • AMARANTH ON • L9W 0M6

April 26, 2022

The Corporation of the Township of Mulmur
758070 2nd Line E.
Mulmur, ON L9V 0GB

SENT BY EMAIL: rknechtel@mulmur.ca
Attention: Tracey Atkinson, CAO/Clerk/Planner

Dear Ms. Atkinson:

Re: "More Homes For Everyone Act"

At its regular meeting of Council held on April 20, 2022, the Township of Amarnath Council passed the following resolution:

Resolution

Moved by: S. Niedzwiecki - Seconded by: G. Little BE IT RESOLVED THAT:
Council accept memo to council 2022-011 as information and endorses the Township of Mulmur's resolution on concerns with the More Homes for Everyone Act. **CARRIED.**

Please do not hesitate to contact the office if you require any further information in this matter.

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



April 27, 2022

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

Overview of Bill 109, More Homes for Everyone Act, 2022 – PLAN-23-22

Resolution No.2022-121

Moved by Councillor Clark

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report PLAN-2022-23 for information; and

THAT Council direct staff to prepare a resolution letter to be endorsed by Council, signed by the mayor, and sent to David Piccini, MPP and the Ministry of Municipal Affairs and Housing prior to April 29, 2022.

CARRIED.

Re: Bill 109: More Homes for Everyone Act

Dear Minister Clark,

This letter is in response to the request for feedback concerning Bill 109 in addition to the April 20, 2022 Information Session and Technical Overview for Bill 109 presented by the Ministry of Municipal Affairs and Housing.

It is acknowledged that housing affordability and availability is becoming a serious issue in the province of Ontario, however it is the concern of many that the proposed changes will not achieve the goals being set for expediting the housing project process.

Whereas the Township of Cramahe supports housing supply initiatives, especially initiatives that balanced and sustainable growth which is a key objective of its Strategic Plan, the Township of Cramahe and the Northumberland County Official Plans . Although all Municipalities are wanting to expediate housing project processes, it is difficult to see how the proposed changes are executing this goal responsibly.

Whereas municipalities, including the Township of Cramahe, are facing unprecedented development pressures, complex development files, and ongoing resource challenges on the heels of a global pandemic.

Corporation of the Township of Cramahe

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430

Whereas the Province of Ontario through the Homes for Everyone Act, 2022 proposes to:

- enact legislation to refund application fees should certain planning approvals not be issued within prescribed timeframes;
- regulate the supporting materials necessary for a complete site plan application; and,
- to provide limitations on the types of subdivision conditions that can be imposed on development applications.

Now therefore be it resolved that while Council for the Township of Cramahe generally supports many of the revisions to provincial legislation to support increased housing supply, the Township of Cramahe respectfully objects to:

1. Refunding development application fees that would result in lost revenue for staff time spent on files, and which delays may not be attributed to a lack of staff resources on the file, but rather the result of increasingly complex matters that impact timeframes and are largely outside the control of municipal planning departments, including the quality and timeliness of application material by the applicant and/or their consulting team.
2. Prescribing the requirements for a complete site plan application. At the pre-consultation stage together with staff and agencies a detailed list of requirements for the complete site application is provided. Municipal and agency staff together with the applicant work well to scope the types of studies and level of detail through approved Terms of Reference, as required. This practice should be left to Municipalities, with appeal rights provided to the applicant under the *Planning Act*, should a dispute arise.
3. Limiting the types of conditions of approval for Draft Plans of Subdivision may impact staff and Councils' ability to appropriately respond to the unique and complex nature of development applications and to best protect the interests of the Municipality. The applicant has the right to appeal under the *Planning Act* should a dispute arise.

And further that that this resolution be circulated to David Piccini, MPP and through the Provincial commenting window for the More Homes for Everyone Act, 2022.

If you have any questions, please feel free to contact the undersigned.

Sincerely,



Mandy Martin
Mayor
Township of Cramahe
(905) 376-7241
mmartin@cramahe.ca

cc. Members of Council
David Piccini, MPP
Municipal Clerk

Corporation of the Township of Cramahe

P.O. Box 357, Colborne, Ontario K0K 1S0 • T (905)355-2821 • F (905)355-3430



Town of Arnprior Support for Humanitarian Efforts in Ukraine

To Whom it may concern,

Council of the Corporation of the Town of Arnprior passed the following resolution regarding supporting Ukraine in these difficult times. Council at their meeting, requested staff provide this resolution to all municipalities in the province of Ontario for their information.

Whereas the Council of the Corporation of the Town of Arnprior supports our Federal, Provincial and local municipalities in condemning the aggression and violent acts that Russia is taking upon Ukraine; and

Whereas on March 2, 2022 Mayor Stack issued a press release voicing the Town's support of "the Ukrainian people, who are fighting bravely against the invading Russian forces" and asked that everyone in Arnprior keep "these brave souls in our hearts and minds, and hope for a swift end to this conflict," and

Whereas the clock at the D.A. Gillies (Museum) will stay lit in blue and yellow until the attacks cease.

Therefore Be It Resolved That:

1. That Council support the humanitarian efforts in Ukraine with a \$1000.00 donation to the Canadian Red Cross Ukraine Humanitarian Crisis Appeal.
2. That the Mayor send a letter to the Ukrainian Embassy in Ottawa in support and solidarity of those in Ukraine, their friends and families across the globe and those of Ukrainian heritage within our community.

The Town of Arnprior has sent a donation to the Canadian Red Cross Ukraine Humanitarian Crisis Appeal, and the Mayor has issued a letter to the Ukrainian Embassy in Ottawa, as noted.

Sincerely,

Kaila Zamojski
Deputy Clerk
Town of Arnprior
613-623-4231 Ext. 1818



**TOWNSHIP OF
EAST HAWKESBURY**

5151 County Road 14, P.O. Box 340
St-Eugène, Ontario, K0B 1P0
Tel.: 613 674-2170 Fax: 613 674-2989
www.easthawkesbury.ca

**CANTON DE
HAWKESBURY EST**

5151 Chemin de Comté 14, C.P. 340
St-Eugène, Ontario, K0B 1P0
Tél.: 613 674-2170 Téléc.: 613 674-2989
www.hawkesburyest.ca

THE OFFICE OF THE CLERK

Township of East Hawkesbury
5151 County Road 14
St-Eugene, ON K0B 1P0
613.674.2170 ext 1010
hvilleneuve@easthawkesbury.ca

May 9, 2022

VIA EMAIL ONLY

The Honorable Doug Ford

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

Attention: Premier Ford

Re: Funding Support for infrastructure Projects- Bridge and Culvert Replacements in Rural Municipalities

Please be advised that the on May 9. The Council of the Township of East Hawkesbury resolved the following:

Resolution Num: 2022-

That Council for the Township of East Hawkesbury accept for information the April 20, 2022 correspondence from Township of Clearview regarding their letter to Premier Ford for funding support for infrastructure projects, bridge and culvert replacements in rural municipalities; and
That Council support the Township of Clearview May 9, 2022 resolution requesting that Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and
That Council direct that this resolution be forwarded to Ontario municipalities, AMO, Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister and ROMA for support.

Please accept this for your consideration and any necessary action.

Regards,

Hemi Villeneuve
Municipal Clerk

cc:
Hon. Peter Bethenfalvy, Ontario Minister of Finance minister.fin@ontario.ca
Hon. Chrystia Freeland, Federal Minister of Finance chrystia.freeland@fin.gc.ca ROMA roma@roma.on.ca
AMO amo@amo.on.ca
All Ontario Municipalities



Township of Horton
2253 Johnston Rd. Renfrew, ON K7V 3Z8
(o) 613-432-6272
(f) 613-432-7298
reception@hortontownship.ca

CERTIFIED TRUE COPY

Moved by: Councillor Webster

Resolution No.: 2022-118

Seconded by: Councillor Humphries

May 3, 2022

THAT The Township of Horton Council support the Township of Clearview February 7, 2022 resolution requesting that Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements;

AND FURTHER THAT Council direct that this resolution be forwarded to Ontario municipalities, AMO, Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister and ROMA for support.

X CARRIED

Hope Dillabough, CAO/Clerk

May 5, 2022

Kevin Morse, Health Promotion Specialist, Chronic Disease and Injury Prevention
Windsor-Essex County Health Unit
1005 Ouellette Avenue,
Windsor, ON N9A 4J8

Sent via email to: kmorse@wechu.org

Re: Endorsement of Active School Travel Charter for Windsor-Essex County

Dear Mr. Morse,

On behalf of the Corporation of the County of Essex, I am writing to express our support for the Active School Travel Charter for Windsor-Essex County.

At the May 4, 2022 meeting of Essex County Council, Council passed the following resolution:

098-2022

Moved By Tom Bain

Seconded By Marc Bondy

That Essex County Council endorse the Active School Travel Charter for Windsor-Essex County.

Thank you for your continued commitment to the betterment of our communities through the development of active transportation programs and systems.

Sincerely yours,




Gary McNamara
Warden, County of Essex

Cc: Municipalities of Essex County Clerks Offices

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

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

 countyofessex.ca

May 4, 2022

RE: Essex County Council Endorsement of Active School Travel Charter

Warden McNamara and Members of Essex County Council,

The Windsor-Essex County Health Unit (WECHU), along with the Windsor-Essex County Active School Travel Regional Committee, is seeking Essex County Council's endorsement for the implementation of an Active School Travel Charter. This charter, along with many other active school travel initiatives, was part of a successful grant application awarded to our community in November 2020 by Green Communities Canada for the Ontario Active School Travel (OAST) fund. This fund supports the development, promotion, and implementation of active school travel across communities in Ontario. A regional Windsor-Essex County Active School Travel (AST) Committee was formed to lead these various activities, and initiatives and includes the following community partners:

- The Greater Essex County School Board
- The Windsor-Essex Catholic District School Board
- Conseil Scolaire Catholique Providence
- Windsor Essex Student Transportation Services
- The City of Windsor
- Windsor Police Services
- Bike Windsor Essex
- County of Essex

Active school travel (AST) plays an important role in increasing students' activity levels and is associated with improvements in mental and physical health. Common modes of active school travel include walking, cycling, skateboarding, wheeling/rolling, and scootering to and from school. Students using these modes of active transportation can help accumulate the recommended 60 minutes of daily activity to meet the Canadian 24-hour Movement Guidelines. When more families use active travel, there are also fewer vehicles accessing the school zone, which can lead to improvements in road safety and air quality within the school community.

Adopting an AST Charter will help to further strengthen regional coordination and collaboration between schools, school boards, municipalities, student transportation services, and other community partners, to allow for safer and more accessible active transportation in our local communities. The AST charter also supports and emphasizes the key principles of the County Wide Active Transportation System (CWATS) such as equity, health and well-being, environmental sustainability, and community safety. An endorsement of the Active School Travel Charter would be another essential step in recognizing the importance of coordinated programs and policies to support the active transportation infrastructure within Windsor-Essex County.

We look forward to your response and commitment through the endorsement and adoption of a regional Active School Travel initiative in Windsor-Essex County.

Thank you,



Eric Nadalin
Director | Public Health Programs



Ontario Active School Travel Grant

Endorsement of the AST Charter for Windsor-Essex County

Active School Travel (AST)

What is AST?

Human powered modes of transportation to travel to and from school

What are the benefits?

Increases children's physical activity levels, enhances academic performance, and reduces air pollution and traffic in school zones



Ontario Active School Travel (OAST) Grant



OAST Grant

- Overseen by Green Communities Canada (GCC)
- Increases resources available to support AST related initiatives
- WECHU received \$60,000 in OAST funding in December 2020
- Funding allocated to AST initiatives with 6 pilot schools until June 2022



Community Partners

An AST regional committee was formed with vested community partners including:

- **GECDSB**
- **WECDSB**
- **Csc Providence**
- **Windsor-Essex Transportation Services**
- **The City of Windsor**
- **Windsor Police Services**
- **Bike Windsor Essex**
- **County of Essex (CWATS)**

What Has Been Done?

Progress to Date:

Hired an AST planner

Created a Terms of Reference and AST Charter

Selected 6 pilot schools and on-boarded a working group lead at each school

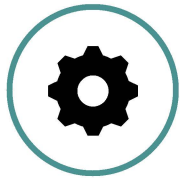
Conducted AST baseline surveys with pilot schools

Conducted walkability and bikeability checks of common school routes

Active and Safe Routes to School Toolkits have been updated and shared with all schools

What's Next?

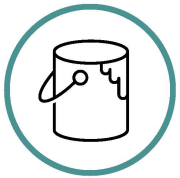
Future project initiatives and activities will involve:



Installing equipment storage (e.g., bike racks)



Delivering bike safety seminars



Implementing AST activities (e.g., crosswalk painting)



Promoting universal AST initiatives (e.g., walking school bus programs)

Importance of an AST Charter



Strengthens regional coordination and collaboration

Leverages our collective resources and capacity to support program sustainability

Serves as a set of principles to encourage more active transportation in our local communities

How Can Municipalities Support the AST?

Collective endorsement of the AST Charter from local municipalities will **highlight the importance of active transportation**-enabling policies and programs in Windsor-Essex County



Benefits of Endorsing the AST Charter

- Further demonstrates a commitment to active transportation in alignment with other municipal mandates (e.g., CWATS)
- An avenue for municipalities, community organizations, and local school boards to collectively pursue opportunities to ensure long-term program sustainability





ACTIVE SCHOOL TRAVEL CHARTER

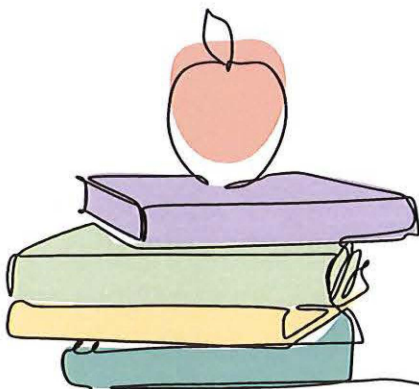
Active transportation is any human-powered form of transportation such as walking, cycling, wheeling, rolling, and using mobility devices.

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.

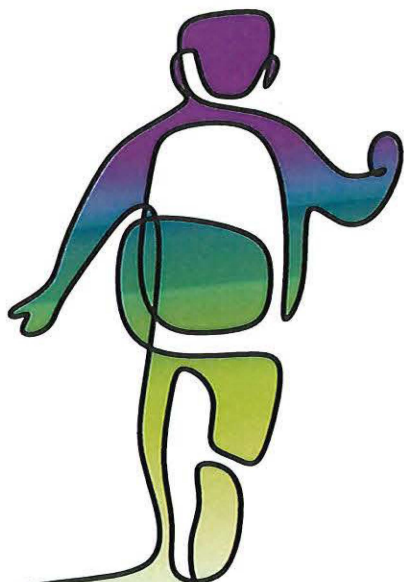


ACTIVE SCHOOL TRAVEL CHARTER

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.



Ontario Active
School Travel



Green
Communities
CANADA

Ontario



Tecumseh Accessibility Advisory Committee

Minutes

Date: Thursday, April 28, 2022
Time: 2:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:
Councillor, Tania Jobin
Member, Melissa Bloomfield
Member, Linda Stanczak

Absent:
Chair, Ron Matysek
Member, Ron Doherty
Member, David Golden
Member, Catherine Rutherford

Also Present:
Director Legislative Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Planning Services & Local Economic Development,
Chad Jeffery

Others:
Brett Palmer, Senior Manager
Eliza Bennett, Manager Customer Service

A. Roll Call

B. Call to Order

The meeting was adjourned at 2:20 pm due to lack of quorum. No decisions were made to advance Committee business.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three

Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of the Committee.

E. Delegations

There are no delegations presented to the Committee.

F. Communications

1. **Tecumseh Accessibility Advisory Committee Minutes- February 10, 2022**
2. **Ministry for Seniors and Accessibility dated March 2, 2022**
Re: Ontario Investing in More Accessible Communities
View the news release [here](#).

G. Reports

1. **LCS-2022-11 National AccessAbility Week**

H. Unfinished Business

1. **2024 - 2029 Multi-Year Accessibility Plan**
Suggestions and recommendations from Committee Members
2. **Unfinished Business Listing - April 28, 2022**

I. New Business

1. **Accessibility Plan for the Municipal and School Board Elections**
2. **Regional Accessibility Flag**

J. Next Meeting

The next Tecumseh Accessibility Advisory Committee meeting will be held at May 10, 2022 at 2:00 pm.

K. Adjournment

Ron Matysek, Chairperson

Laura Moy, Clerk

Tecumseh Accessibility Advisory Committee

Minutes

Date: Tuesday, May 10, 2022
Time: 2:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:
Chair, Ron Matysek
Member, Melissa Bloomfield
Member, David Golden
Member, Linda Stanczak

Absent:
Councillor, Tania Jobin
Member, Ron Doherty
Member, Catherine Rutherford

Also Present:
Director Community & Recreation Services, Paul Anthony
Director Legislative Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Planning Services & Local Economic Development,
Chad Jeffery
Manager Public Works & Transportation, Kirby McArdle

Others:
Legislative & Clerk Services Co-Op Student, Terran Morris

A. Roll Call

B. Call to Order

The Chairperson calls the meeting to order at 2:14 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are

dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of the Committee.

E. Delegations

There are no delegations presented to the Committee.

F. Communications

1. Tecumseh Accessibility Advisory Committee Minutes- February 10, 2022

2. Ministry for Seniors and Accessibility dated March 2, 2022

Re: [Ontario Investing in More Accessible Communities](#)

3. Accessibility Talks

Accessibility Talks host monthly sessions on matters relating to accessibility. Available on:

- [A11yTalks.com](#)
- [A11yTalk You Tube Channel](#)

4. Accessibility for Ontarians with Disabilities Act

Re: [AODA Resources Online](#)

5. Ontario Ministry of Government and Consumer Services dated April 7, 2022

Re: [Ontario Eliminating Birth Certificate Fee for Vulnerable Ontarians](#)

6. Accessibility Standards Canada dated February 1, 2022

Re: [Accessibility Standards Canada receives accreditation, solidifies position as leader in standards development](#)

7. Canada Post

Re: [Mail Delivery Accommodation](#)

November 2021 Article by Cision: [Canada Post makes mail and parcel delivery more accessible to all customers](#)

8. Community Living Essex County

Re: May is [Community Living Month](#)

9. Rick Hansen Foundation

Re: RHF Archive - [Top Tips for Wheelchair Accessible Travel](#)

10. Inclusion Canada dated April 8, 2022

Re: Press Release on [Creating Inclusive Workplaces Benefits Everybody - Budget Expands Ready, Willing and Able Across Canada](#)

11. Easter Seals

Re: [List of Upcoming Events](#) - Easter Seals events offer participants a wide range of exciting experiences as well as the opportunity to have a positive impact on the lives of kids with physical disabilities.

12. Ontario Ministry Children, Community and Social Services

Re: News Release on [Ontario Connecting More Families with Supports for Children with Special Needs](#)

13. AODA Alliance

Re: What's New in Our Campaign - [Latest News and Updates Online](#)

Motion: TAAC - 04/22

Moved By Member Linda Stanczak

Seconded By Member Melissa Bloomfield

That the Tuesday, May 10, 2022 minutes of the Tecumseh Accessibility Advisory Committee as were duplicated and delivered to the members, **be adopted**.

Carried

Motion: TAAC - 05/22

Moved By Member Melissa Bloomfield

Seconded By Member Linda Stanczak

That Communications - For Information 2 through 13 as listed on the Tuesday, May 10, 2022 Tecumseh Accessibility Advisory Committee Agenda, **be received**.

Carried

G. Reports**1. LCS-2022-11 National AccessAbility Week**

The Director Legislative Services & Clerk highlights the report as appended to the Agenda. The Manager Customer Services will assist with the social media campaign for National AccessAbility Week.

Motion: TAAC - 06/22

Moved By Member Linda Stanczak
Seconded By Member David Golden

That Council consider illuminating Town Hall the colour red for one day, June 1, 2022, in recognition of National AccessAbility Week.

Carried

H. Unfinished Business**1. 2024 - 2029 Multi-Year Accessibility Plan**

Suggestions and recommendations from Committee Members

The Deputy Clerk & Manager Legislative Services encourages any members with suggestions or recommendations on the development of the 2024-2029 Multi-Year Accessibility Plan to contact the Clerk's department. A draft of the Multi-Year Accessibility Plan will be brought forward for review in the fall.

2. Unfinished Business Listing - April 28, 2022

The Manager Planning Services advises on the current fare structure and the on-demand service offered by the Town. Advertising vehicle wraps are no longer used and there are advertising windows.

I. New Business**1. Regional Accessibility Flag**

The flag design will be unveiled at the May 18, 2022 Essex County Council meeting.

The County will be having a flag raising event with their Essex County Accessibility Advisory Committee, the Warden and members of County Council and staff on Monday, May 30th, 2022 at 10 am. Invitation is extended to join the flag raising and to stay for coffee and doughnuts.

2. Accessibility Plan for the Municipal and School Board Elections

The Deputy Clerk & Manager Legislative Services reviews the Accessibility Plans for the Municipal and School Board Elections. The Committee was satisfied with the measures outlined in the accessibility plan.

3. Cada Library Complex

The Director Parks & Recreation Services provides an update on the Cada Library renovations. He advises that an Architect has been hired and the library plans will be brought forth to the Committee for review this summer.

J. Next Meeting

The next meeting will be at the call of the Chair.

K. Adjournment

Motion: TAAC - 07/22

Moved By Member Linda Stanczak

Seconded By Member David Golden

That there being no further business, the Tuesday, May 10, 2022 meeting of the Tecumseh Accessibility Advisory Committee **be adjourned** at 2:46pm.

Carried

Ron Matysek, Chairperson

Laura Moy, Clerk



The Corporation of the Town of Tecumseh

Community & Recreation Services

To: Mayor and Members of Council

From: Paul Anthony, Director Community & Recreation Services

Date to Council: May 24, 2022

Report Number: CRS-2022-13

Subject: Procurement of Two (2) HVAC Units at CADA Library

Recommendations

It is recommended:

That the cost proposal of \$48,183 (plus \$848 non-refundable HST) submitted by Trane Canada ULC for the supply and install of two (2) HVAC Units for the CADA Library located at 13675 St. Gregory's Road, **be approved**;

And that the project overage in the amount of \$5,031 **be funded** through the Buildings Lifecycle Reserve.

Background

At the February 8th, 2022 Regular Meeting of Council, funding was approved in the 2022 Municipal Buildings Capital Works Plan (RCM 25/22) and as set out in [Report CRS-2022-03](#) for \$44,000 to procure the replacement of two (2) HVAC units at the CADA Library:

CADA Library HVAC Unit Replacement	\$44,000
------------------------------------	----------

- The four (4) HVAC units at the library are at the end of their life expectancy and require replacement. This proposed project will allow for the replacement of two (2) units that are most senior among the units and which have also been identified as an immediate concern through inspections. The replacements will

enhance indoor air quality and lower energy consumption due to the higher efficiency of these new units. At this time, it is anticipated that the remaining two (2) units would be replaced in 2023.

Comments

Working in coordination with the Purchasing Officer and Financial Services, the use of a buying group was implemented as stipulated under section 3.12 of the Purchasing Policy #17 (RCM 263/21).

3.12 Cooperative Purchasing

- a) The Town may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the Town to do so and where the purposes, goals and objectives of this policy are complied with by such government agencies and public authorities.
- b) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

The Town is a member of the Kinetic GPO buying group. One (1) vendor within this particular buying group offers the supply of HVAC Equipment and Services through the terms of the Standing Offer as governed per agreement RFSO18-07. Trane Canada ULC was contacted to provide a cost proposal for the supply and install of two (2) HVAC Units at the CADA Library respectively.

The proposal received was reviewed by the Manager Facilities and Energy Management along with the Director Community and Recreation Services.

In consideration of the proponent's cost, equipment efficiencies and its suitability, the proposal was determined to be acceptable given the connectivity with existing systems providing value added benefits.

The cost proposal submitted by Trane Canada ULC amounted to \$48,183 plus \$848 non-refundable HST for a total of \$49,031.

Project costs exceeding the budgeted amount are subject to material cost increases that have transpired since the onset of the capital budget submissions that occurred in December of 2021.

Given the noted overage of \$5,031, the total value amount marginally exceeds the threshold as per **4.4 Expenditures Exceeding Approved Budget Funding** under the Part IV – Requirement for Approved Funds under the Purchasing Policy:

The Department Director or delegate must seek Council approval when;

- (i) Regardless of which Bid Solicitation process is utilized, in the event the cost amount proposed for acceptance is higher than the Town Council approved budget for that expenditure and where the cost of a project is in excess of the greater of \$10,000 or 10% of the Council approved budget.

As a result of the procurement process and the supplementary information supporting the excess of project costs as provided, it is recommended that the supply and install of two (2) HVAC Units for the CADA Library be awarded to Trane Canada ULC in the amount of \$48,183 plus \$848 non-refundable HST for a total of \$49,031.

Consultations

Financial Services
Chief Administrative Officer

Financial Implications

The recommended expenditure exceeds the approved budget of \$44,000 by \$5,031. Administration recommends that the cost in excess of the approved budget be funded from the Building Lifecycle Reserve. Administration confirms that the Building Lifecycle Reserve has adequate funding to cover this request.

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:

Daniel Wolicki
Manager Facilities & Energy Management

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: May 24, 2022

Report Number: DS-2022-19

Subject: Site Plan Control
Bear Developments Inc.
5395-5405 Outer Drive
OUR FILE: D11 BEAR

Recommendations

It is recommended:

That “Site Plan – SP1”, as prepared by Bear Construction and Engineering, and attached hereto as Attachment 2A, which depicts the construction of an 876.5 square metre (9,435 square foot) industrial building, 91.0 square metre (980 square foot) accessory storage structure, along with associated on-site works, on a 0.71 hectare (1.77 acre) property located on the west side of Outer Drive, approximately 30 metres (98 feet) north of its intersection with Blackacre Drive (5395-5405 Outer Drive), **be approved**, subject to:

- i) the Owner depositing with the Town security in the form of cash or letter of credit in the amount of twenty-five thousand dollars (\$25,000) to ensure that all of the services and other obligations of the Owner are completed to the satisfaction of the Town, which cash or letter of credit security deposit shall be returned to the Owner upon completion and final inspection of all obligations of the Owner; and
- ii) storm water management report and associated servicing drawings being approved by the Town.

all of which is in accordance with Section 41 of the *Planning Act, R.S.O. 1990*.

Background

The subject 0.71 hectare (1.77 acre) property, located at 5395-5405 Outer Drive, is located on the west side of Outer Drive, approximately 30 metres (98 feet) north of its intersection with Blackacre Drive (see Attachment 1). A 975 square metre (10,496 square foot) industrial building and associated parking currently occupy the northern portion of the property. This building houses two construction companies and one warehousing/storage use.

The Owner is proposing the construction of a second 876.5 square metre (9,435 square foot) industrial building along with a 91.0 square metre (980 square foot) accessory storage building on the southern portion of the property. In addition, associated on-site works necessary to facilitate these buildings are being proposed.

To permit the second industrial building in its proposed location, the Owner applied for, and was granted, a minor variance from the Committee of Adjustment at its April 25, 2022 meeting (Application A-10-22). The variance granted relief for a reduction in the minimum side yard width from 6.0 metres (19.68 feet) to 3.0 metres (9.8 feet).

Although the subject property is subject to site plan control in accordance with Section 41 of the *Planning Act*, it is located in an area of the Town which requires Council approval of the site plan drawing only, without the need for a formal site plan agreement. Based on the foregoing, an application for site plan approval has now been filed by Bear Developments Inc. ("the Owner") to permit the two proposed buildings. The associated site plan drawing submitted with the application (see Attachment 2A, 2B) depicts the following:

- the existing 975 square metre (10,496 square foot) industrial building on the northern portion of the property;
- a proposed 876.5 square metre (9,435 square foot) industrial building and a 91.0 square metre (980 square foot) accessory storage building on the southern portion of the property;
- a parking lot providing 45 parking spaces including two barrier-free spaces. All parking and laneways are to be hard-surfaced asphalt and curbed; and
- existing storage areas, fencing and landscaped buffers, in accordance with the requirements of the Zoning By-law.

If approved, the existing and proposed industrial buildings will result in a total building area of approximately 1,943 square metres (20,911 square feet).

Comments

Zoning

The subject property is zoned “Industrial Zone (M1)” in the Zoning By-law 85-18 (see attachment 3). The M1 zone permits the proposed buildings. The site plan approval process ensures that the proposed development will be properly serviced and is constructed and designed in accordance with the M1 zoning that applies to the subject property and in accordance with the above-noted minor variance application that was approved by the Committee of Adjustment.

Servicing

All development will be serviced by municipal sanitary, water and stormwater services. A Stormwater Management Report and associated site service drawings, which includes appropriate quantity and quality control measures, are currently under review by Town Administration. The results of this review will be provided to the applicant for incorporation into the final design. Final approval of the Stormwater Management Report and associated servicing drawings, to the satisfaction of the Town, will be required prior to the issuance of a building permit. Sufficient performance security is being provided to ensure the installation of an approved storm water quality unit. Public Works & Environmental Services is satisfied with the proposed development, subject to the final approval of the Stormwater Management Report and associated drawings.

Summary

The existing and proposed buildings and associated on-site improvements such as stormwater management are being addressed through this site plan approval process. Town Administration believes the proposed development is of an acceptable design and therefore recommends that Council approve “Site Plan – SP1”, as prepared by Bear Construction and Engineering, attached hereto as Attachment 2A.

As is the practice of the Town, a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled. In this instance, an additional \$15,000 (cash or letter of credit) is required as a condition of approval to ensure the installation of an approved stormwater quality unit, resulting in a total security deposit of \$25,000.

Consultations

Community Safety

Public Works & Engineering Services

Financial Implications

None.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Kevin Kavanagh
Deputy Fire Chief - Operations

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Property Location Map
2A.	Site Plan

Attachment Number	Attachment Name
2B.	Site Plan, Detail View
3.	Zoning Map



Prepared By:
Development Services

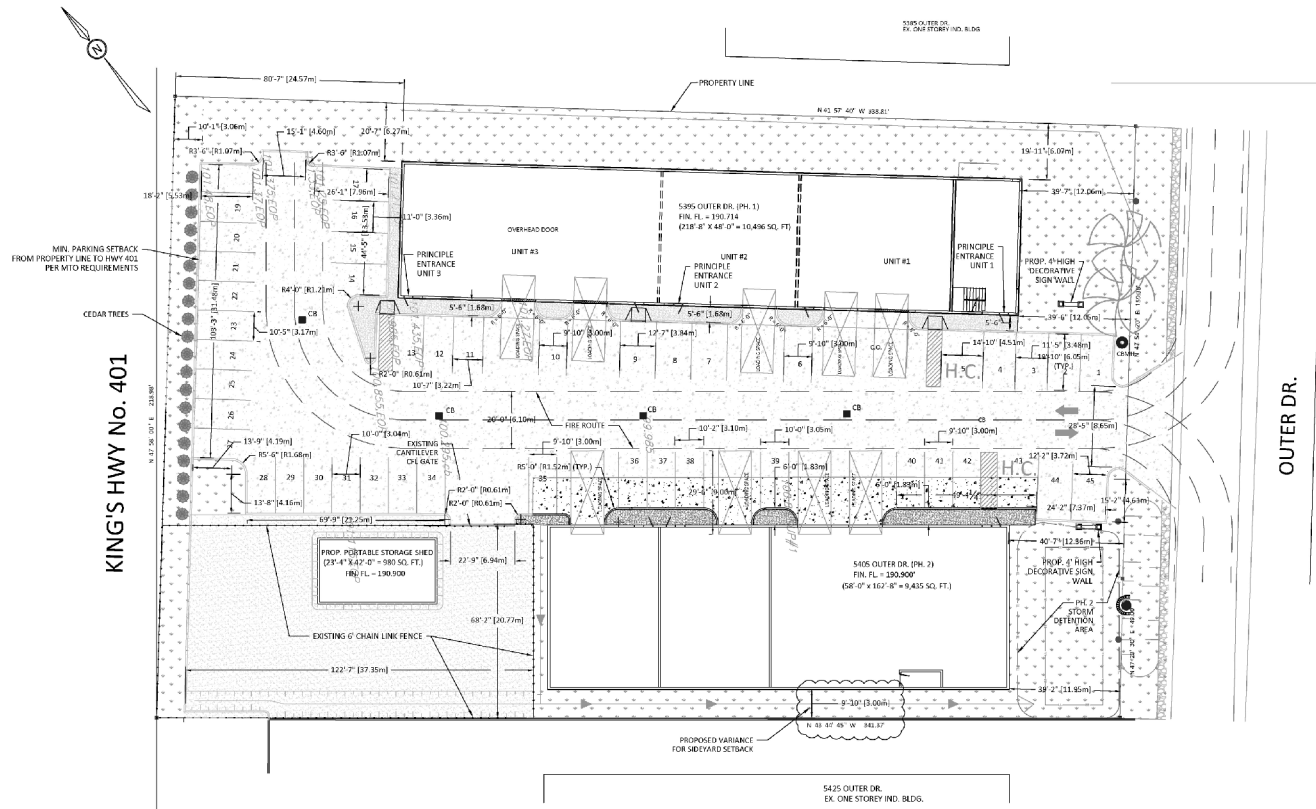


Legend:



Subject Property

Attachment 1, DS-2022-19
Site Plan Control
Bear Development Inc.
5395-5405 Outer Drive
Property Location



SITE STATISTICS

ZONING: M1 INDUSTRIAL
 LOT AREA: 72,440 SQ. FT.
 EXISTING BLDG AREA (PH1): 10,496 SQ. FT.
 PROPOSED PORTABLE STORAGE SHED (PH. 1) = 980 SQ. FT.
 PROPOSED BLDG AREA (PH. 2): 8,835 SQ. FT.
 PROPOSED BLDG AREA (TOTAL): 20,911 SQ. FT.
 TOTAL BUILDING COVERAGE = 28.9%
 EX/PROP. BLDG HEIGHT = NOT TO EXCEED 10.5m
 LANDSCAPE AREA: 16,167 SQ. FT.
 PAVED AREA: 27,768 SQ. FT.
 GRAVEL AREA: 7,596 SQ. FT.
 REFUSE INSIDE BUILDING

PARKING

PARKING REQUIRED (PH. 1): 12 SPACES
 PARKING REQUIRED (PH. 2): 10 SPACES
 TOTAL PARKING REQUIRED: 22 SPACES

TOTAL PARKING PROVIDED (PH. 1): 27 SPACES
 TOTAL PARKING PROVIDED (PH. 2): 38 SPACES
 TOTAL PARKING PROVIDED: 45 SPACES

LOADING SPACES

LOADING SPACES REQUIRED (PH. 1): 1
 LOADINGS SPACES REQUIRED (PH. 2): 1
 TOTAL LOADING SPACES REQUIRED: 2

LOADING SPACES PROVIDED (PH. 1): 5
 LOADING SPACES PROVIDED (PH. 2): 4
 TOTAL LOADING SPACES PROVIDED: 9

LEGAL DESCRIPTION

PLAN OF SURVEY
 OF
 PART 2 OF REGISTERED PLAN 12R-10551
 IN THE
 TOWN OF TECUMSEH
 COUNTY OF ESSEX,
 ONTARIO

GENERAL NOTES

5	REVISED SITE PLAN	4/19/2022
4	PARKING SETBACK LIMIT PER MTO	MAY 20/22
3	BUILDING PERMIT APPLICATION	MAY 15/22
2	REVISED PER SPECIFICS	NOV 31/21
1	SITE PLAN CONTROL REVIEW	OCT 8/21
No.	Revision/Issue	Date



5395-5405 OUTER DRIVE
 INDUSTRIAL PLAZA

SITE PLAN

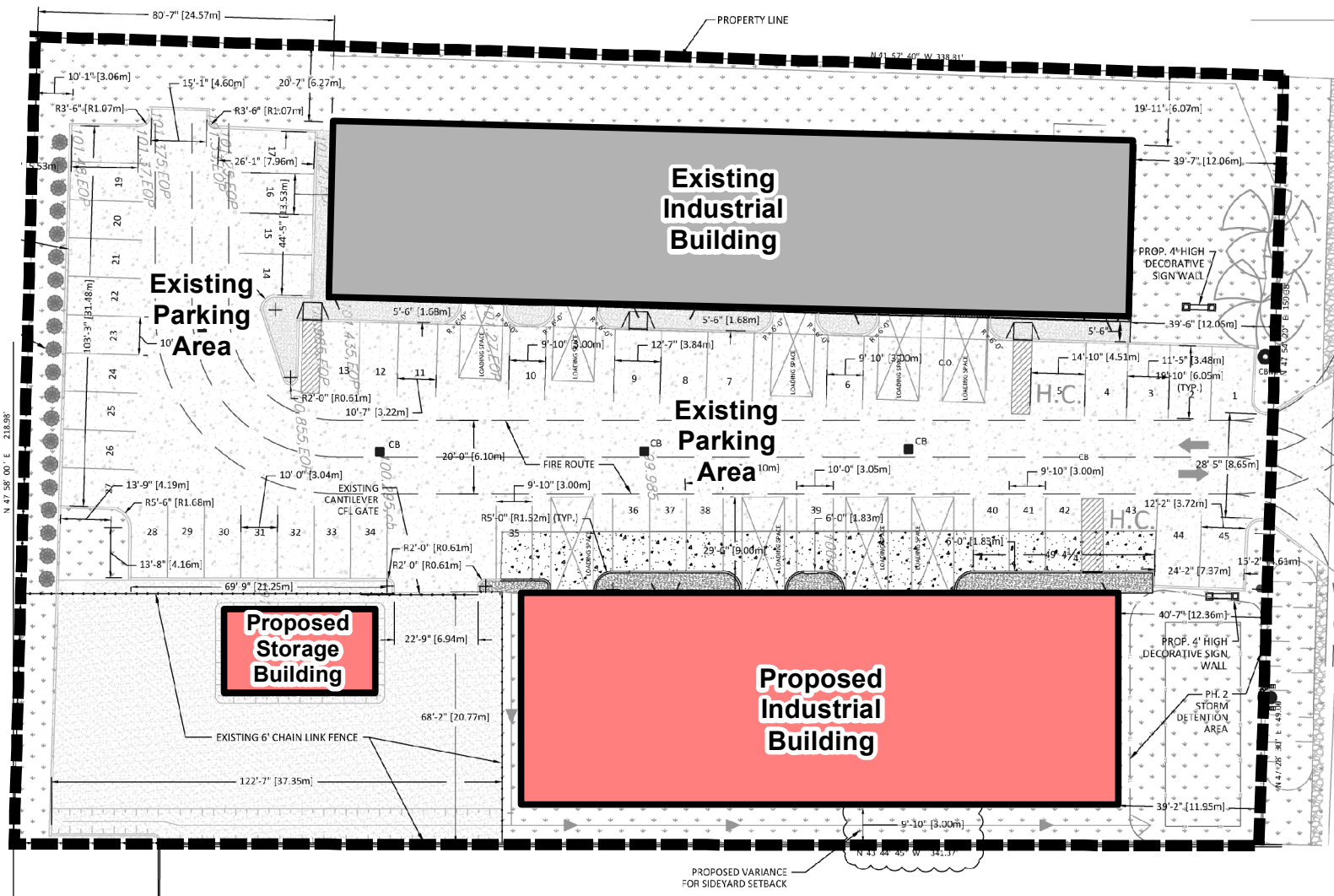
Project	Sheet
Date NOV. 2011	SP1
Scale 1" = 20'	



Prepared By:
 Development Services

HIGHWAY 401

OUTER DRIVE



Prepared By:
Development Services

City
of
Windsor

HIGHWAY 401

M1

M1

ROSSI DR.

M1

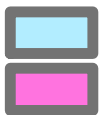
OUTER DR.

M1

BLACKACRE DR.

I-5

Zoning Legend



INDUSTRIAL

INSTITUTIONAL

M1

ROSCON INDUSTRIAL DR.



Prepared By:
Development Services



Legend:



Subject Property

Attachment 3, DS-2022-19

Site Plan Control

Bear Development Inc.

5395-5405 Outer Drive

Zoning



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: May 24, 2022

Report Number: DS-2022-20

Subject: Site Plan Control
1808250 Ontario Limited
5515 Roscon Industrial Drive
OUR FILE: D11 ROS

Recommendations

It is recommended:

That “Site Plan – A1.0”, as prepared by Rosati Construction, and attached hereto as Attachment 2A, which depicts the construction of a 1,340.5 square metre (14,430 square foot) addition to an existing 2,920.4 square metre (31,435 square foot) industrial building, along with associated on-site works, on a 0.97 hectare (2.40 acre) property located on the west side of Roscon Industrial Drive, approximately 190 metres (623 feet) south of its intersection with Blackacre Drive (5515 Roscon Industrial Drive), **be approved**, subject to:

- i) the Owner depositing with the Town security in the form of cash or letter of credit in the amount of twenty-five thousand dollars (\$25,000) to ensure that all of the services and other obligations of the Owner are completed to the satisfaction of the Town, which cash or letter of credit security deposit shall be returned to the Owner upon completion and final inspection of all obligations of the Owner; and
- i) storm water management report and associated servicing drawings being approved by the Town;

all of which is in accordance with Section 41 of the *Planning Act, R.S.O. 1990*.

Background

The subject 0.97 hectare (2.40 acre) property, located at 5515 Roscon Industrial Drive, is located on the west side of Roscon Industrial Drive, approximately 190 metres (623 feet) south of its intersection with Blackacre Drive (see Attachment 1). A 2,920.4 square metre (31,435 square foot) industrial building currently occupies the central portion of the property, with associated parking abutting to the north and south. This building houses an industrial use that specializes in metal fabrication for the race car industry.

1808250 Ontario Limited (“the Owner”) is proposing the construction of a 1,340.5 square metre (14,430 square foot) addition to the rear (west) of the existing building along with associated on-site works (i.e. stormwater management) needed to facilitate this addition.

To permit this industrial addition in its proposed location, the Owner applied for, and was granted, a minor variance from the Committee of Adjustment at its February 28, 2022 meeting (Application A-6-22). The variance provided relief for a reduction in the minimum side yard width from 6.0 metres (19.68 feet) to 3.49 metres (11.4 feet) and an increase in maximum lot coverage from 40% to 44%. The variance was granted conditional on the Owner submitting site service drawings and detailed stormwater management reports (addressing quantity and quality) to the satisfaction of the Town Engineer.

Although the subject property is subject to site plan control in accordance with Section 41 of the *Planning Act*, it is located in an area of the Town which requires Council approval of the site plan drawing only, without the need for a formal site plan agreement. Based on the foregoing, an application for site plan approval has now been filed by Rosati Construction (on behalf of the Owner) to permit the aforementioned industrial addition. The associated site plan drawing submitted with the application (see Attachment 2A, 2B) depicts the following:

- the existing 2,920.4 square metre (31,435 square foot) industrial building on the property;
- a 1,340.5 square metre (14,430 square foot) addition to the rear (west) of the existing building; and
- a parking lot providing 58 parking spaces including two barrier-free spaces. All parking and laneways are to be hard-surfaced asphalt and curbed.

If approved, the existing and proposed industrial addition will result in a total building area of approximately 4,260 square metres (45,865 square feet).

Comments

Zoning

The subject property is zoned “Industrial Zone (M1)” in the Zoning By-law 85-18 (see attachment 3) and the proposed industrial addition is permitted by this zone. The site plan approval process ensures that the proposed development will be properly serviced and is constructed and designed in accordance with the M1 zoning that applies to the subject property and in accordance with the above-noted minor variance application that was approved by the Committee of Adjustment.

Servicing

All development will be serviced by municipal water and stormwater services, along with private on-site septic facilities. Stormwater servicing for the proposed building will be provided by new stormwater connections. Municipal sanitary sewers are currently not available to the subject property and are not anticipated in the foreseeable future.

All development will be serviced by municipal water and stormwater services along with a private septic facility. A Stormwater Management Report and associated site service drawings, which includes appropriate quantity and quality control measures, are currently under review by Town Administration. The results of this review will be provided to the applicant for incorporation into the final design. Final approval of the Stormwater Management Report and associated servicing drawings, to the satisfaction of the Town, will be required prior to the issuance of a building permit. Sufficient performance security is being provided to ensure the installation of an approved stormwater quality unit. Public Works & Environmental Services is satisfied with the proposed development, subject to the final approval of the Stormwater Management Report and associated drawings.

Summary

The existing, proposed building addition and associated on-site improvements such as stormwater management are being addressed through this site plan approval process. Town Administration believes the proposed development is of an acceptable design and therefore recommends that Council approve “Site Plan – A1.0”, as prepared by Rosati Construction, attached hereto as Attachment 2A.

As is the practice of the Town, a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled. In this instance, an additional \$15,000 (cash or

letter of credit) is required as a condition of approval to ensure the installation of an approved stormwater quality unit, resulting in a total security deposit of \$25,000.

Consultations

Community Safety
Public Works & Engineering Services

Financial Implications

None.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Kevin Kavanagh
Deputy Fire Chief - Operations

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Property Location Map
2A.	Site Plan

Attachment Number	Attachment Name
2B.	Site Plan, Detail View
3.	Zoning Map



Prepared By:
Development Services

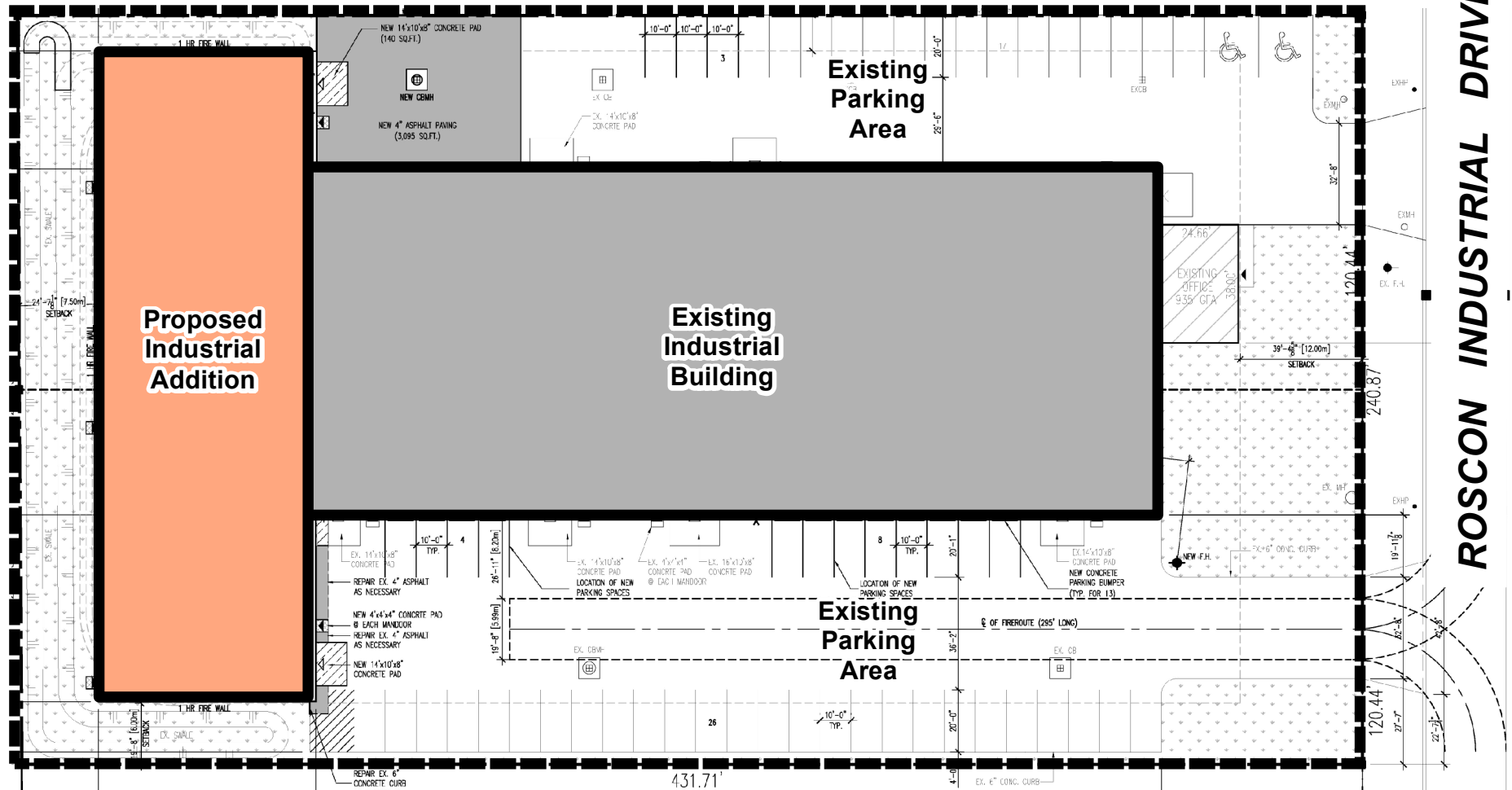


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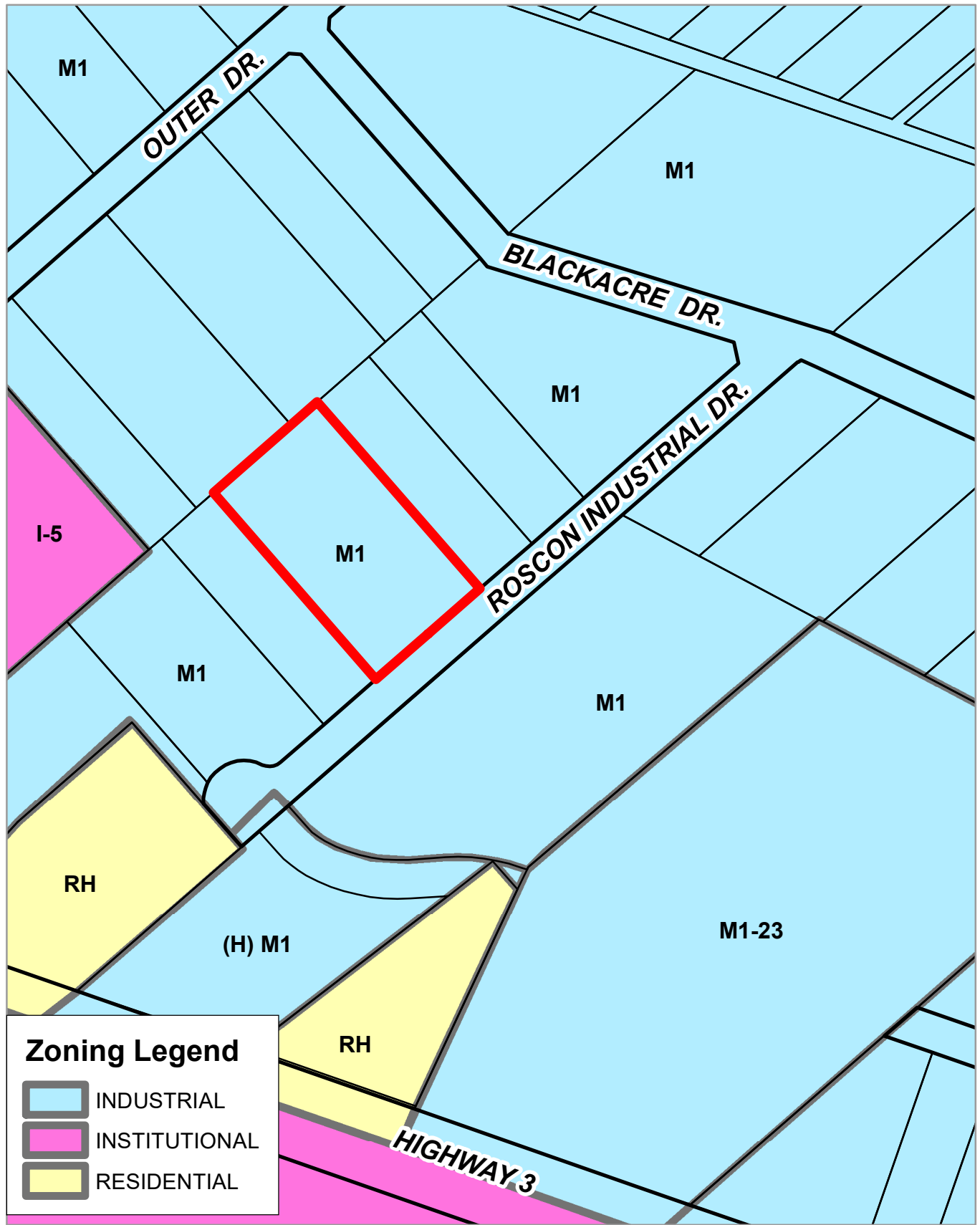
Subject Property

Attachment 1, DS-2022-20
Site Plan Control
180825 Ontario Limited
5515 Roscon Industrial Drive
Property Location



ROSCON INDUSTRIAL DRIVE





Zoning Legend

- INDUSTRIAL
- INSTITUTIONAL
- RESIDENTIAL



Prepared By:
Development Services



Legend:



Subject Property

Attachment 3, DS-2022-20

Site Plan Control
180825 Ontario Limited
5515 Roscon Industrial Drive
Zoning



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: May 24, 2022

Report Number: DS-2022-22

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1122 Lesperance Road (2586168 Ontario Inc.)
Parking Area Improvement Grant
OUR FILE: D18 CIPFIP - CIP-01-22

Recommendations

It is recommended:

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program for the property located at 1122 Lesperance Road (Roll No. 374415000002200), **be deemed eligible and approved** for the Parking Area Improvement Grant Program in the amount of \$7,680 in relation to the parking lot improvements proposed for the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with DS-2022-22.

Background

Past Community Improvement Plan (CIP) Application Approvals

The subject property, located on the northeast corner of the Lesperance Road/Lachance Court intersection (1122 Lesperance Road), is occupied by a commercial building that is divided into three units, each containing a professional office. The building is situated on the easterly portion of the property with the balance of

the property being used as a parking area. Access to the parking area is from Lachance Court (see Attachments 1A and 1B).

In November of 2018, Town Council granted the Owner of the subject property \$3,000 under the Planning, Design and Architectural Grant Program and \$15,000 under the Building Façade Improvement Grant of the Tecumseh Road Main Street Community Improvement Plan (CIP) in relation to the preparation of drawings for proposed improvements to the façade of the building on the subject property. Subsequently, in December 2018, Council granted \$561 under the Planning Application and Permit Fee Grant of the CIP in relation to the building permit fee associated with the building façade improvement. The Owner has completed the improvements to the building's façade in accordance with the approved architectural renderings.

Current CIP Application

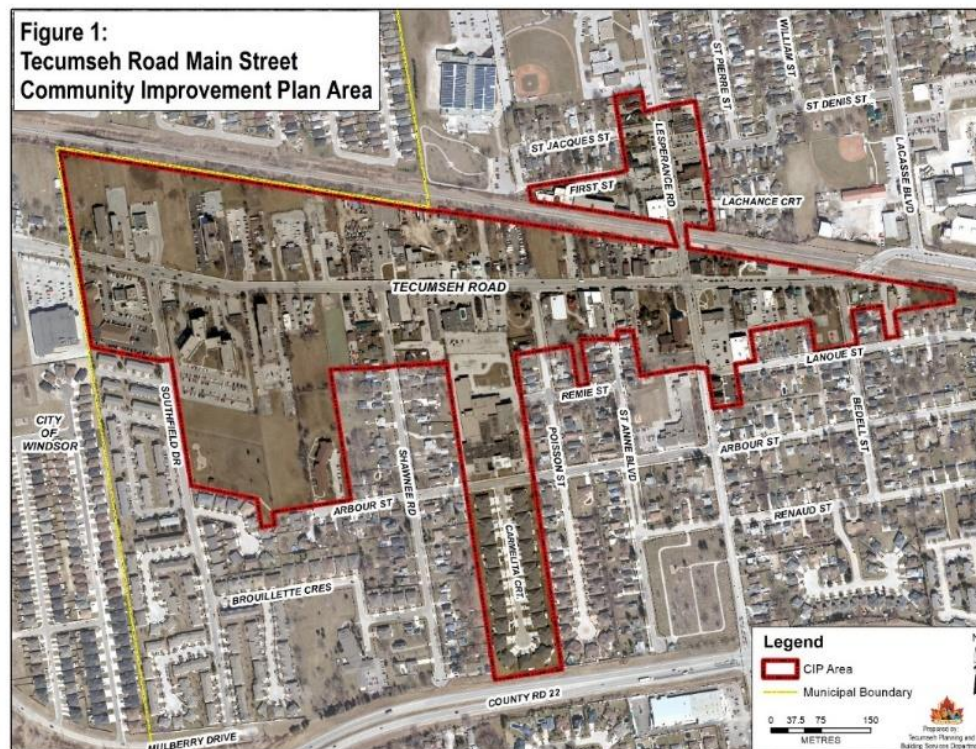
Based on the foregoing, the Owner has now submitted a Financial Incentive Program Grant Application seeking funding under the Parking Area Improvement Grant Program (PAIP) of the CIP in the amount of \$7,680, which is related to the costs associated with the improvements proposed for the parking lot. These improvements include:

- i) removal of old asphalt and repaving of parking area;
- ii) delineation of parking spaces;
- iii) installation of new parking bumpers; and
- iv) installation of new catch-basin to improve parking lot drainage.

Tecumseh Road CIP

The Council-adopted Tecumseh Road Main Street Community Improvement Plan (CIP) applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1 below). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land. The CIP establishes a community developed vision and provides a means for planning and promoting development activities to more effectively and efficiently use lands, buildings, and facilities. Its goal is to bring about revitalization and encourage both private and public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered Owners and tenants of land and buildings within the CIP Area.

Attachment 2 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.



Comments

Proposed CIP Grant Details

As noted above, the Owner is requesting \$7,680 with respect to the PAIP. As required by the CIP, the Owner has provided two reliable cost estimates for each grant, as identified below (Note: HST is not included as part of the grant):

1. Toritto Paving Inc: \$15,360
2. Riverside Paving & Trucking Ltd.: \$21,554

The requested amount of \$7,680 represents the maximum grant available (50% of the total eligible costs) in accordance with the selected preferred quote by Toritto Paving Inc.

The grant application has been reviewed and evaluated by Town Administration against the requirements of the CIP. Town Administration has no concerns with the application and recommends that the application be deemed eligible and approved in accordance with Section 11.3 (5) of the CIP.

Next Steps

Upon Council approval, a letter from the Town to the Owner advising of Council's approval will represent a grant commitment. The CIP establishes the following:

- i) the Owner will have a period of six months to start the project and one year to complete the proposed works from the date of Council approval;
- ii) extensions will be considered on a case-by-case basis; and
- iii) an application may be cancelled if work does not commence within the six-month period or if the approved works are not completed within a one-year period from the date of Council approval.

Upon completion of the proposed improvements, Administration will conduct a review of the work to ensure all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met, and upon the receipt of invoices from the Owner and proof of payment, the grants will be issued.

Consultations

Financial Services

Financial Implications

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. This is the sum of annual maximum limits per individual incentive program category within the CIP. Actual incentives available will depend on approved budget funding.

The 2022 budget includes CIP grant funding of \$125,000. An additional \$2,164 of uncommitted budget allocation from prior period budgets was carried forward, providing for a total of \$127,164 in available funds in 2022. To date, this is the first application that has been brought forward for approval in 2022. Accordingly, upon approval of the

recommendation of this report, remaining available program funds for 2022 will be \$119,484 as referenced in the tables in Attachments 3A and 3B.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input 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 DeCecco, BA (Hons), MCIP, RPP
Planner

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services & Local Economic Development

Reviewed by:

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

Reviewed by:

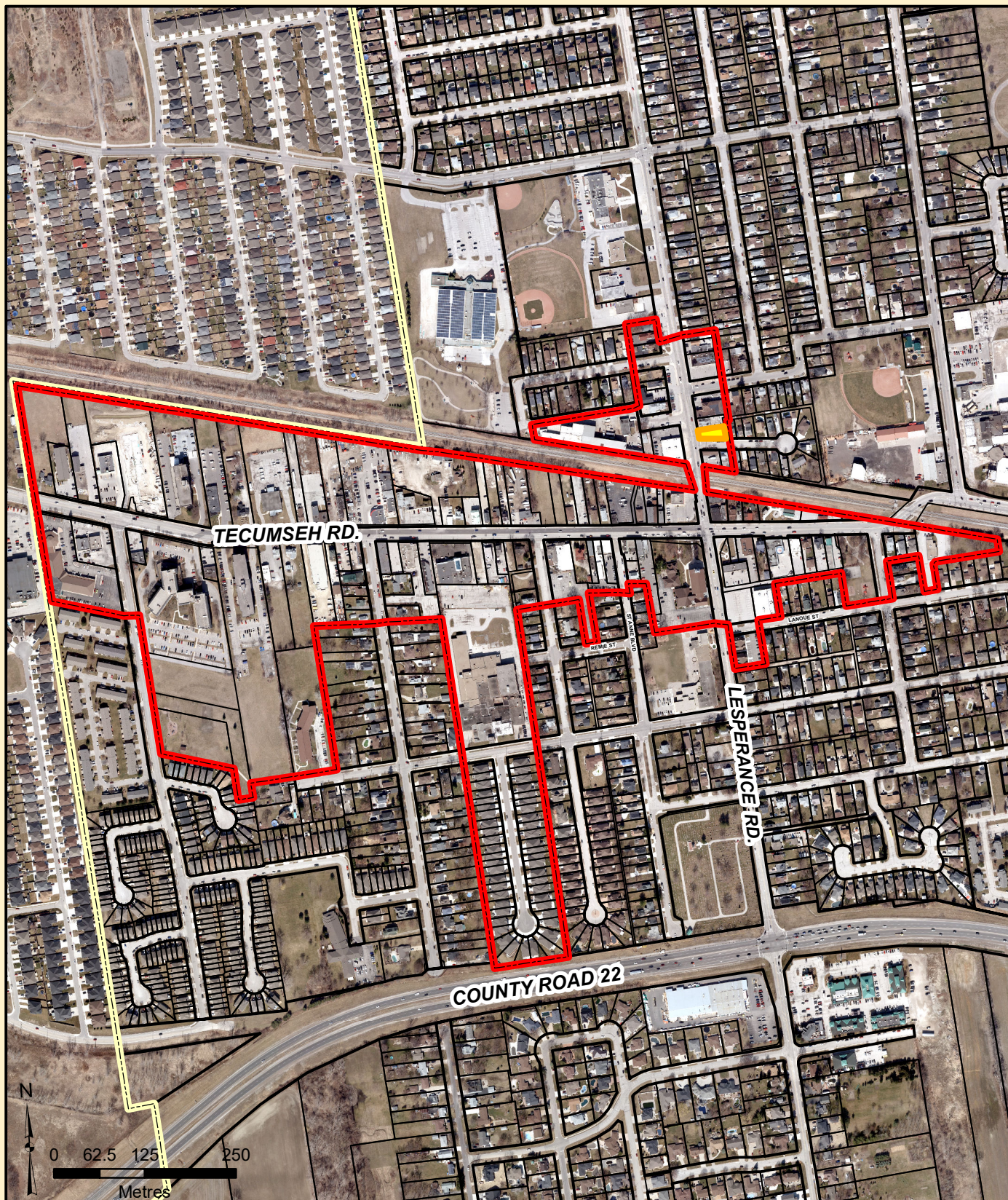
Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1A	Property Location in Relation to CIP Study Area
1B	Property Location, Detail View

Attachment Number	Attachment Name
2	CIP Support Programs and Incentives Summary
3A	CIP Incentives Financial Summary Chart No. 1
3B	CIP Incentives Financial Summary Chart No. 2



Prepared By:
Development Services

Legend:



CIP Area



Subject Property



Municipal Boundary

Attachment 1A, DS-2022-22
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
Parking Area Improvement Grant
1122 Lesperance Road
Property Location in Relation to CIP Study Area



Legend:



Subject Property



Parking Area



Prepared By:
Development Services

Attachment 1B, DS-2022-22
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
Parking Area Improvement Grant
1122 Lesperance Road
Property Location, Detail View

Attachment 2, DS-2022-22
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
Parking Area Improvement Grant
1122 Lesperance Road
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

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

Attachment 3A, DS-2022-22
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
Parking Area Improvement Grant
1122 Lesperance Road
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - as of May 24, 2022 RCM				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ -	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ -	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ -	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ 7,680	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -	\$ -	\$ -
	\$ 417,000	\$ -	\$ 7,680	\$ -
Actual Budget Allocations:				
2022	\$ 125,000			
Prior Years - Carry-forward	\$ 2,164			
Total Available for 2022	\$ 127,164			
2022 Annual Funding Shortfall including carry-overs	\$ (289,836)			
Total Available for 2022 less Projects Committed		\$ 127,164		
Remaining Available less Projects Proposed			\$ 119,484	

Attachment 3B, DS-2022-22
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
Parking Area Improvement Grant
1122 Lesperance Road
CIP Incentives Financial Summary Chart No. 2

CIP Approved Projects and Funding Since Inception											
Project											
Code / Year	Project Name	1	2	3	4	5	6	7	8	Total	PBS Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	26-17
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society								\$ 1,000	\$ 1,000	PBS 2018-16
CIP-03/18	Buckingham Realty		\$ 600							\$ 600	PBS 2018-17
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000				\$ 60,416	PBS 2018-18
CIP-05/18	12357 Tecumseh Road - Bosely Hair					\$ 20,000				\$ 20,000	PBS 2018-19
CIP-06/18	Team Goran Inc.				\$ 4,000					\$ 4,000	PBS 2018-33
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000								\$ 3,000	PBS 2018-39
CIP-08/18	1122 Lesperance (2586168 ON)				\$ 15,000					\$ 15,000	PBS-2018-42
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562							\$ 562	PBS-2018-23
CIP-01/19	11958 Tecumseh Road	\$ 3,000								-	PBS-2019-15
CIP-02/19	12222 Tecumseh Road						\$ 9,575			\$ 9,575	PBS-2019-29
CIP-03/19	Buckingham Realty						\$ 438			\$ 438	PBS-2019-34
CIP-04/19	Villa Pia Investments - 12000 Tecumseh Road	\$ 3,000	\$ 1,075							\$ 4,075	PBS-2019-38
CIP-05/19	11865 Tecumseh Road	\$ 3,000								-	PBS-2020-01
CIP-07/19	11957 Tecumseh Road			\$ 100,000						\$ 100,000	PBS-2020-03
CIP-01/20	1222 Lesperance Road	\$ 3,000								\$ 3,000	PBS-2020-04
CIP-06/19	Villa Pia Investments - 12000 Tecumseh Road			\$ 26,152						\$ 26,152	PBS-2020-11
CIP-02/20	1033 Lesperance Road - Desjardins Insurance				\$ 3,416	\$ 8,950				\$ 12,366	PBS-2020-15
CIP-03/20	12137 Tecumseh Road - The Job Shoppe					\$ 10,000				\$ 10,000	PBS-2020-16
CIP-04/20	11870 Tecumseh Road - Gateway Tower Inc			\$ 100,000						\$ 100,000	PBS-2020-19
CIP-06/20	12357 Tecumseh Road - Bosely Hair	\$ 3,000								\$ 3,000	PBS-2020-31
CIP-07/20	11865 Tecumseh Road	\$ 3,000								\$ 3,000	PBS-2020-33
CIP-08/20	12049 Tecumseh Road					\$ 10,000				\$ 10,000	PBS-2020-40
CIP-01/21	1200-1250 Southfield Drive - Skyline Apartments			\$ 100,000						\$ 100,000	PBS-2021-03
CIP-03/21	11865 Tecumseh Road				\$ 15,000					\$ 15,000	PBS-2021-09
CIP-05/21	11941 Tecumseh Road - Demeter Developments			\$ 100,000						\$ 100,000	PBS-2021-22
CIP-07/21	11865 Tecumseh Road		\$ 1,680			\$ 10,000				\$ 11,680	PBS-2021-24
CIP-08/21	11977 Tecumseh Road - Kona Sushi	\$ 3,000								\$ 3,000	PBS-2021-25
CIP-09/21	11977 Tecumseh Road - Kona Sushi				\$ 15,000	\$ 8,750				\$ 23,750	PBS-2021-33
CIP-10-21	12300 Tecumseh Road	\$ 3,000				\$ 40,000				\$ 43,000	PBS-2021-47
CIP-11-21	1222 Lesperance Road				\$ 15,000	\$ 10,000				\$ 25,000	PBS-2021-48
	Total	\$ 30,000	\$ 5,917	\$ 670,475	\$ 127,416	\$ 100,000	\$ 67,713	\$ 4,000	\$ 1,000	\$ 1,000,521	
										GRANT PAID	
										GRANT RESCINDED	



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Laura Moy, Director Legislative Services & Clerk

Date to Council: May 24, 2022

Report Number: LCS-2022-13

Subject: Elections 2022 – Tecumseh Election Compliance Audit
Committee Applications

Recommendations

It is recommended:

That Report LCS-2022-13 regarding the Tecumseh Election Compliance Audit Committee for the 2022 Municipal and School Board Elections **be received**;

And that the Tecumseh Election Compliance Audit Committee consist of the following four (4) members to **be appointed** for the term of November 15, 2022 to November 14, 2026:

- Mary Birch
- Katherine Hebert
- Jerry Marion, and
- Mary Masse.

Background

Municipal Elections Act

The *Municipal Elections Act, 1996*, Chapter 32 (MEA) as amended, requires under Section 88.37(1), that every council establish a Compliance Audit Committee (CAC) on or before October 1st of an election year. The term of the CAC is the same as the Council that appointed them.

In Section 88.33 of the MEA an elector, who is entitled to vote in an election and who believes on reasonable grounds that a candidate or a registered third party advertiser has contravened a provision of the MEA relating to election campaign finances, may apply for a compliance audit of a candidate's 2022 election campaign finances.

At the March 22, 2022, Regular Meeting of Council, consideration was given to [Report LCS-2022-11](#) regarding the CAC Call for Applications. The 2022 Tecumseh Election Compliance Audit Committee Terms of Reference, appended as [Attachment 1](#), was also approved under this Report.

Comments

Compliance Audit Committee Composition

The mandate of the CAC is outlined in Section 88.33 to 88.37 of the MEA.

The CAC is comprised of not fewer than three (3) and not more than seven (7) members. The MEA restricts the following persons from being appointed:

- a) Employees or officers of the municipality;
- b) Members of Council;
- c) Any persons who are candidates in the election for which the CAC is established; and
- d) Any persons who are registered third parties in the municipality in the election for which the committee is established.

It is common for municipalities to choose to appoint members to their CAC with an accounting or auditing background, legal expertise, an academic education (such as college or university professors with expertise in political science of local government); and/or other individuals with knowledge of the MEA, due to the complexity of the election campaign finances.

Compliance Audit Process

The MEA requires all candidates and registered third party advertisers to file a financial statement on the prescribed form, with the Clerk, reflecting their finances.

The CAC is to review and determine if an application for compliance audit should be granted. The CAC decision as to whether or not to grant an application for an audit can be appealed to the Ontario Superior Court of Justice within fifteen (15) days after a decision is made; and the Court may make any decision the CAC could have made.

An application for a compliance audit is to be made to the Clerk of the municipality for which the third party registered or candidate was nominated for an office. The application shall be in writing and outline the reasons for the CAC to grant the audit. The deadline for making an application is ninety (90) days after the latest filing dates under section 88.33(3) of the MEA:

1. The filing date under section 88.30 (In the case of a regular election, the last Friday in March following the election – March 29, 2019);
2. The date the candidate filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30;
3. The candidate's supplementary filing date, if any, under section 88.30;
4. The date on which the candidate's extension, if any, under subsection 88.23 (6) expires.

The Clerk is required to forward the application to the CAC within ten (10) days of receipt. Reasonable notice of the meetings of the CAC shall be given to the candidate, the applicant and the public. The CAC must consider the application and make a decision within thirty (30) days after receiving the application from the Clerk as to whether it should be granted or rejected. The decision of the CAC to grant or reject the application, and brief written reasons for the decision, shall be given to the candidate, the Clerk with whom the candidate filled his or her nomination, the secretary of the local board, if applicable, and the applicant.

If the CAC decides to grant the request, it shall appoint an auditor to conduct the audit of the candidate's election campaign. Upon completion of the audit, the auditor shall submit the report to the candidate, registered third party advertiser, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. Within ten (10) days after receiving the report, the Clerk of the municipality shall forward the report to the CAC.

The CAC must consider the report within thirty (30) days after receiving it and, if the report concludes that the candidate, or registered third party, appears to have contravened a provision of the MEA relating to election campaign finances, the CAC

shall decide whether to commence a legal proceeding against the candidate, or registered third party, for the apparent contravention.

The MEA in section 88.37(6) requires the Clerk to establish administrative practices and procedures for the CAC to carry out their duties. Furthermore, CAC meetings under section 88.36 (6.1), shall be open to the public unless otherwise permitted in accordance with the Municipal Act, 2001.

Review of Contributions by Clerk

Effective with the 2018 election, the Clerk has the responsibility of reviewing the contributions reported on the financial statements submitted by a candidate and registered third party to determine whether any contributor appears to have exceeded any of the contribution limits.

As soon as possible following the thirty (30) days after the filing date, or supplementary filing date, the Clerk shall prepare a report, which identifies each contributor to a candidate in office of council and registered third party who appears to have contravened any of the contribution limits.

The Clerk shall forward each report to the CAC and within thirty (30) days of receiving a report the CAC shall consider it and decide whether to commence a legal proceeding against a contributor.

Recruitment Process

In keeping with the [Committee/Local Board Application and Appointment Policy No. 4](#) (Policy), a Notice of Call for Applications to the CAC was published in the Essex Free Press on March 31, 2022, posted on the Town's website and linked to the Town's social media accounts. Ongoing posts were shared to the Town's social media to further help promote. In addition, prior members were contacted for their continued interest in serving on the CAC, as well as professional associations were contacted to invite applicants.

Eligible persons wishing to be appointed to the CAC were required to complete and submit a prescribed application form.

The following applications have been received and are recommended to be appointed by Council to the CAC for the term of November 15, 2022 to November 14, 2026. The following applications have been reviewed and meet the requirements of the CAC:

- Mary Birch
- Katherine Hebert
- Jerry Marion
- Mary Masse

A copy of the CAC Applications has been made available for review by the Members of Council.

Consultations

None

Financial Implications

The Town is responsible for any costs resulting from the review of applications submitted to the CAC. These costs include:

- a) Committee members' per diems;
- b) Auditor's costs to perform the audit;
- c) Costs related to the CAC operation and activities (i.e.: copying, postage, mileage, etc.);
- d) Legal fees related to an appeal to the Ontario Court of Justice with respect to a decision of the CAC; and
- e) Legal fees related to undertake action against a candidate or third party advertiser for violation of the elections finance provisions of the MEA.

While the Town is responsible for paying the Auditor's costs to perform the audit, and all costs in relation to the CAC's operations and activities, should the Auditor's report indicate that there was no apparent contravention and the CAC finds that there were no reasonable grounds for the application, the Council is entitled to recover the Auditor's costs from the applicant.

Any costs incurred for a compliance audit during the term of Council would be charged to the Municipal Election Reserve. These costs are difficult to estimate in the absence of having previously received an application for compliance audit and the unforeseen number of applications which may be experienced.

Given the high level of responsibility of the CAC members and the importance of retaining professional and experienced persons, a meeting per diem of \$200 was previously established.

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 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 Legislative Services & Clerk

Reviewed by:

Christina Hebert, BA (Hons), MA, Dipl. M.A.

Manager Committee & Community Services

Reviewed by:

Jennifer Alexander, MPA

Deputy Clerk & Manager Legislative Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP

Chief Administrative Officer

Attachment Number	Attachment Name
1	2022 Election Compliance Audit Committee Terms of Reference



Town of Tecumseh

Election Compliance Audit Committee

Terms of Reference

Name

1. The name of the Committee is the "Tecumseh Election Compliance Audit Committee".

Term

2. The term of office of the Committee is the same as the term of office of the Council or local board that takes office following the next regular election, and the term of office of the members of the Committee is the same as the term of the committee to which they have been appointed [Sec.88.37(5)].
3. The Committee is to be established before October 1st in each year of an election.
4. The current term of office is from November 15, 2022 to November 14, 2026 to deal with applications from the 2022 election and any by-elections during the Council term.

Meetings

5. The Committee will meet as required and scheduled when:
 - a) a compliance audit application is received, or
 - b) a report is prepared by the Clerk identifying each contributor to a candidate for office, or a local board, or a registered third party who appears to have contravened any of the contribution limits.

Powers and Functions

6. The powers and functions of the Committee are set out in sections 88.33 to 88.37 of the *Municipal Elections Act, 1996 (Act)*. The Committee will perform the duties relating to the compliance audit application process as outlined in the Act, including:
 - a) consider compliance audit application(s) received from an eligible elector and decide whether the application should be granted or rejected;
 - b) appoint an Auditor, if the application is granted;
 - c) review the Auditor's report and determine whether legal action should be taken;

- d) make a finding as to whether to recover the costs of conducting the compliance audit from the applicant, if the Auditor's report indicates there was no apparent contravention of the Act by the candidate relating to election campaign expenses and if there were no reasonable grounds for the application;
- e) consider the report prepared by the Clerk identifying each contributor to a candidate for office or on a local board who appears to have contravened any of the contribution limits under section 88.13 of the Act;
- f) consider the report prepared by the Clerk identifying each contributor to the registered third party who appears to have contravened any of the contribution limits under Section 88.13 of the Act;
- g) consider and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

Composition

- 7. The Committee will be composed of not less than three [3] members but not more than seven [7] members, preferably drawn from the following:
 - a) accounting and audit - accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;
 - b) academic - college or university professors with expertise in political science or local government administration;
 - c) legal; and/or
 - d) other individuals with knowledge of the campaign financing rules of the Act.

Ineligibility

- 8. Employees or officers of the Town of Tecumseh, Members of its Council and any candidates, in the 2022 election for which the Committee is established; or in any by-election during the term of Council; and any persons who are registered third parties in the municipality are ineligible to be appointed as a member of the Committee pursuant to Subsection 88.37(2) of the Act.

Selection of Members

- 9. Administration may contact the membership of the Institute of Chartered Accountants of Ontario, the Law Society of Upper Canada, the University of Windsor and St. Clair College to solicit interest from members or faculty to sit on the Committee. Information will also be placed on the Town's website and social media.
- 10. All applicants will be required to complete a Committee Application Form together with a letter of interest, curriculum vitae and/or resume outlining their qualifications and

experience. Recommended candidates will be submitted to Council through Administration for Council's consideration. Members will be appointed by Council.

11. Members will be selected on the basis of the following:
 - a) demonstrated knowledge and understanding of municipal election campaign financing rules;
 - b) proven analytical and decision-making skills;
 - c) experience working on a committee, task force or similar setting;
 - d) availability and willingness to attend meetings; and
 - e) oral and written communication skills.

Conflict of Interest

12. Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act* and shall disclose the pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting, if any, with respect to that matter.
13. To avoid a conflict, any person appointed to the Committee shall agree in writing not to prepare or audit the election financial statements of any candidate, or third party advertiser, in the 2022 Election. Failure to adhere to this requirement will result in removal from the Committee.
14. The Committee members will select a Chair from amongst themselves at the first meeting of the Committee.
15. Meetings of the Committee will be conducted in accordance with the Town's Procedural By-law No. 2022-13. Any administrative practices and procedures for the Committee may be established by the Director Legislative Services & Clerk or designate, who shall carry out any other duties to implement the Committee's decisions and as otherwise prescribed by law.



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Laura Moy, Director Legislative Services & Clerk

Date to Council: May 24, 2022

Report Number: LCS-2022-17

Subject: Rodent Abatement

Recommendations

It is recommended:

That Report LCS-2022-17 entitled “Rodent Abatement”, **be received**;

And that the Pilot Rodent Abatement Program for Residential Properties concept set out in Report LCS-2022-17 **be approved** for the remaining 2022 calendar year to provide a partially subsidized rebate to assist property owners with rat eradication, under funding approved in the amount of \$10,000 in the 2022 annual operating budget;

And further that an Informal Quotation process **be authorized** to contract a licensed extermination company for rodent abatement at a fixed rate per property.

Background

Rodents, such as rats and mice, are pests that are found year round and typically live outdoors and then migrate inside when cool weather approaches. They are found around buildings, in gardens, near garbage containers or composters, and within homes, including in the roof and in drains. While nocturnal animals, rodents will become active during the day if food and water sources are scarce.

Concerns regarding the presence of rats within the Town, primarily in residential areas, have been raised over the last four to five years.

An informational report, [Corporate Services & Clerks Report No. 27/17 entitled Rodent Control](#), and [Attachment 1](#) to the report was presented at the September 12, 2017 Regular Meeting of Council whereat Council approved an enhanced education campaign to assist residents in identifying and protecting their property from rodents and greater property standards of enforcement. The Town also mandated that refuse be placed in hard sided containers for collection in the urban areas.

On the Town's website, there is a [dedicated webpage](#) regarding wildlife control and a [fact sheet](#) on rodents. This information has been promoted on the Town's social media, in the annual EWSWA Collection Calendar, and as an education tool to residents expressing rodent concerns.

Two Public Information Centres were held in 2018 and 2019 on urban wildlife with representatives from local pest control companies to provide information on their services and how to deter wildlife from living on residential properties.

At the January 26, 2021 Regular Meeting of Council (RCM), motion (RCM -28/21) was passed directing Administration to review the recently approved rodent control subsidies in several Ontario municipalities and to report back on the outcomes and deliverables of these subsidy programs.

Subsequently, [Report CAO-2021-11 Rodent Control Subsidy - Summary of Municipal Programs](#) was presented at the June 22, 2021 Policies & Priorities Committee (PPC). Delegations were also heard detailing residents' experiences with rodents on their respective properties. At the meeting, Administration was directed to draft a framework of potential options for a rodent control subsidy program and funding for Council consideration (PPC-06-21).

[Report CS-2021-32](#), presented options for rodent abatement measures at the November 9, 2021 RCM, with direction for pilot program funding referred to the 2022 budget deliberations. At the November 16, 2021 Special Council Meeting, Council approved funding in the amount of \$10,000 for a Pilot Rodent Abatement Program for 2022.

Comments

Pilot Rodent Abatement Program Regulations

The Town of Tecumseh's (Town) Pilot Rodent Abatement Program for Residential Properties (Pilot Program) proposes to offer a rebate, up to 50% of an established limit per property, to residential property owners to assist with the cost of utilizing a licensed pest control company to assist with removing rats from outside their residential property.

Based on research undertaken and consultation with local pest control companies, the proposed Pilot Program for the Town is similar in nature to the Cities of St. Catharines and Welland.

To initiate rebate assistance, the property owner must first complete and submit electronically, on the Town's website, a [Residential Rat Control Rebate Program Intake Form](#) identifying the location of rat sightings on the property and suspected origin of the rat(s). Financial details, including the rebate allocation and established limit will be reflected on the form once a licensed pest control company is appointed.

Following Administration's review of the Intake Form for completeness, a pest control technician from the appointed licensed pest control company will attend the property to inspect where the rodents are originating from and other notable attributing concerns. Should the pest control technician find concerns relating to property standards, By-Law Enforcement will be apprised for appropriate action(s).

The technician will advise the homeowner on rodent control prevention based on their observations on the property such as removal of food sources, standing water, clutter that provides a living space for the rodents, etc. which the property owner would need to ensure all preventative measures are undertaken in order to participate in the Pilot Program.

Subject to identifying rat burrows and/or evidence of rat activity, the pest control technician will lay regulated bait station blocks (a tamper-resistant container designed to hold block bait on a rod that rodents gnaw) in strategic locations on the property, conduct follow-up inspections and remove the bait stations at the end of the contract timeframe, as agreed upon when appointing a designated pest control provider.

The property owner will be responsible for remitting evidence to the Town detailing the pest control company has been paid in full, similar to the requirements of other Town programs such as the Backwater Valve Installation Subsidy Program.

The appointed pest control company will submit a report to Administration outlining the work/measures undertaken and the results of their efforts at each respective property, together with the fees charged to the property owner, before a 50% rebate (up to an established limit) will be refunded to the property owner.

It is recommended that the Town's Pilot Program be for the balance of 2022, or until the funding allocation is exhausted, whichever comes first. Only one rebate per property will be accepted in the 2022 calendar year.

While the measures in the proposed Pilot Program are anticipated to assist with eradicating the rats, full eradication may vary depending on the property and neighbourhood situation, as noted under prior reports.

In addition to the proposed Pilot Program, the Town would continue established education campaign efforts to assist residents on how to identify rodents on their

property, how to protect their property from rodents and how to remove rodents from their property, together with property standards enforcement, as previously directed.

Pest Control Service Provider

In accordance with the Town's Purchasing Policy No. 17, the procurement process would be followed to contract an extermination company for rodent abatement at a fixed rate per property.

While not a requirement of the policy, based on the approved pilot program funding allocation, it is recommended that the Informal Quotation process be followed to secure a competitive and fair price to engage a licensed Ontario exterminator with a valid Ontario Ministry of Environment, Conservation & Parks licence.

The Informal Quotation will outline the relevant specifications including the minimum number of follow up inspections per property and use of bait station blocks to ensure loose bait, like pellets, which can be accidentally eaten or tampered with by children, pets, or unintended wildlife are not utilized.

Following receipt and review of bids, the contract shall be awarded to an extermination company for the remaining 2022 calendar year.

The Pilot Program will be evaluated and a course of action with respect to the continuation of the Program, or not, will be reported out to Council in early 2023.

Consultations

Community
Financial
Area Pest Control Companies

Safety
Services

Financial Implications

Funding for the Pilot Program has been provided in the 2022 Animal Control Budget (2620) in the amount of \$10,000 under Contract Services, funded from the Tax Rate Stabilization Reserve.

As will be established through the procurement process, the Town will partially subsidize up to 50% of an established limit, one application per property within the allocated 2022 funding. Based on the local pest control companies' advice, the average household abatement program cost would be in the range of \$300 to \$400. It is anticipated funding will provide for approximately fifty (50) residential properties to partake in the Pilot Program, however this will not be determined until following receipt of the Informal Quotations.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Nicole Fields
Deputy Fire Chief - Compliance

Reviewed by:

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

Reviewed by:

Jennifer Alexander, MPA
Deputy Clerk & Manager Legislative Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Laura Moy, Director Legislative Services & Clerk

Date to Council: May 24, 2022

Report Number: LCS-2022-18

Subject: Licensing of Mobile Food Vendors

Recommendations

It is recommended:

That Report LCS-2022-18 entitled “Licensing of Mobile Food Vendors”, **be received;**

And that Administration **be authorized** to post Report LCS-2022-018 and draft By-Law 2022-040 on Mobile Food Vendors on the Town’s Placespeak platform for 30 days to provide opportunity to receive public input on the draft by-law;

And further that Administration report back to Council on the outcome of the public consultation, with any recommended changes to the draft by-law.

Background

Mobile food vendors are ever-evolving as consumer preferences for convenient and diversified food offerings are in demand. The food truck movement is gaining popularity as statistics indicate that 60 percent of Canadians eat out at least once a week.¹ Mobile food vendors offer many benefits to local residents as they promote affordable and convenient food options, pedestrian-friendly environments, and local employment opportunities.² Refreshment vehicles also offer the ability for restaurants and

¹Government of Canada, Competition Bureau Canada, [“Promoting Fair Competition in the Restaurant and Mobile Food Industry”](#) dated January 22, 2022.

² (Government of Canada 2022)

entrepreneurs to test the waters with a smaller food operation, experiment with new menu offerings or expand their current food service to the community.

It is at the discretion of municipalities to determine whether to regulate or prohibit mobile food vendors. The *Municipal Act, 2001* under section 151 (1) permits a municipality to provide a system of licences with respect to businesses, while subsection 11(2) permits a municipality to exercise its licensing powers for the purpose of consumer protection and to protect the health and safety of the general public. Municipal regulations on mobile food vendors vary across Ontario. Some municipalities ban mobile food vendors while others allow them with restrictions on location or permit them municipal-wide. In the Essex region, area municipalities permit and regulate mobile food vendors.

Currently, the Town does not regulate or permit mobile food vendors to operate within the municipality. On July 13, 2021, Council at their Regular Meeting of Council passed resolution [RCM 233/21](#), which authorized administration to research regulations on the operation of mobile food vendors and draft a regulatory framework for mobile food vendors for Council's consideration.

Accordingly, further research has been undertaken on regulations and best practices for the licensing of mobile food vendors which is presented in a draft by-law for Council's consideration in [Attachment 1](#).

Comments

The draft by-law on Mobile Food Vendors (By-Law) proposes to permit mobile food vendors to operate within the Town through a licensing program (program). The program would be administered through the Legislative & Clerk Services Department on an annual basis, where a mobile food vendor licence would be valid for the current calendar year of issuance.

The By-law distinguishes between licensing mobile food vendors that are Refreshment Vehicles for hot food service offerings, and Frozen Treat Vehicles for frozen food service offerings. Both vehicles require a licensee to obtain an inspection by the Windsor-Essex County Health Unit (Health Unit) and the Tecumseh Fire Services including any premises used to prepare food. The licensee will also need to complete Food Handler certification offered by the Health Unit, to ensure the health and safety of patrons when preparing and/or serving food.

Based on research and consultation with the Health Unit and area municipalities, the By-Law will authorize licensing of a Refreshment Vehicle for one specific location, with the exception of a Frozen Treat Vehicle. Frozen Treat Vehicles are permitted to operate in residential areas with the provision of stopping at a location for no more than ten minutes to serve patrons. If a licensee is interested in operating a Refreshment Vehicle at more than one location, a separate application for each location must be submitted to the Town. Refreshment Vehicles are only authorized to operate on private property

designated commercial, recreational or industrial in the Town's Comprehensive Zoning By-law and are not permitted to operate on Municipal property . If a Licensee is interested in operating near an eating establishment, the Refreshment Vehicle must be located 60 metres away. Attachment 2 provides, for illustrative purposes, areas that would be affected by such a 60 metre buffer based on existing eating establishments in primary commercial areas of the Town.

It should be noted that the proposed by-law does not apply to any Refreshment Vehicles interested in operating within a Town Park at a Town approved event, such as "Taste of Tecumseh", and would not require a Mobile Food Vendor Licence. These vendors will continue to be processed through the Special Events Resource Team committee, and approved by the Director of Community & Recreation Services.

Furthermore, other conditions on issuing a licence include:

- Proof of ownership of the Refreshment Vehicle;
- If the Refreshment Vehicle is a Motor Vehicle, the Owner must have a valid safety standards certificate issued by a provincially authorized Motor Vehicle Inspection mechanic and the Refreshment Vehicle must comply in all respects with the applicable equipment and performance standards set out in the regulations made under the *Highway Traffic Act, R.S.O. 1990, c.H18*, as amended;
- Proof of insurance in respect of each Refreshment Vehicle to be licensed indemnifying and protecting the Owner and public, in the amount of \$2,000,000.00 for the sale of prepackaged goods and \$5,000,000.00 for when raw food is being cooked. The insurance policy shall name The Corporation of the Town of Tecumseh as an additional named insured;
- Where the Refreshment Vehicle is fitted with propane or natural gas, the Owner must provide a current inspection certificate through the Technical Standards and Safety Authority (TSSA);
- A copy of written permission from the private property owner granting use of their property for the operation of a Refreshment Vehicle;
- A Criminal Record – Vulnerable Sector Check for the licensee and any staff operating a Frozen Treat Vehicle.

Some general provisions for mobile food vendors include maintaining and keeping their surrounding location clean and free of debris with a hard sided garbage receptacle with a lid and recycling bin for all waste generated by the operation. All Licensee's will be made aware that Town-owned waste containers are not to be used to dispose their waste and their responsibility for waste removal.

Should Council give direction to proceed with public consultation on the draft by-law on the Town's Placespeak platform, the launch of the 30-day consultation period will be shared through the Town's website and social media and news release.

Consultations

Community & Recreation Services
Community Safety
Development Services
Financial Services
Public Works & Engineering Services
Windsor-Essex County Health Unit
Area Municipalities

Financial Implications

The mobile food licensing fee varies at each municipality and for some the fee is based on the type of vehicle such as a food cart, bike or refreshment vehicle. The chart below reflects the surrounding municipalities that currently issue mobile food vendor licence fees:

Municipality	Licence Fee
Municipality of Leamington	\$150
Town of Kingsville	\$250
Town of Essex	\$344.96
City of Windsor	\$191 to \$341
Town of Amherstburg	\$132.84
Town of LaSalle	\$100
Township of Pelee Island	\$250

Municipality	Licence Fee
Municipality of Lakeshore	Not permitted

In keeping with the average fee being charged by surrounding municipalities, it is proposed that the Town of Tecumseh's fee for a mobile food vendor licence be set at \$300.00 per licence issued for a Refreshment Vehicle and \$200 for a Frozen Treat Vehicle. It is anticipated that the revenue realized from the mobile food vendor licensing program would offset the costs of providing the service, staff training, and electronic recordkeeping in the initial set up of the service.

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:

Jennifer Alexander, MPA
Deputy Clerk & Manager Legislative Services

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA
Director Community & Recreation Services

Reviewed by:

Wade Bondy
Director Community Safety & Fire Chief

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Draft By-law 2022-040 Mobile Food Vendors
2	Map of the Tecumseh Road Main Street CIP

The Corporation of the Town of Tecumseh

DRAFT By-Law Number 2022-xx

Being a By-Law to license Mobile Food Vendors in the The Corporation of the Town of Tecumseh

Whereas under subsection 11(2) of the *Municipal Act, 2001*, a municipality may pass by-laws for protecting the health, safety, and well-being of persons; and for the protection of persons and property, including consumer protection;

And whereas under Section 151(1) of the *Municipal Act, 2001*, a municipality may provide for a system of licences with respect to any business and may,

- a) prohibit the carrying on or engaging in the business without a licence;
- b) refuse to grant a licence or suspend a licence; impose conditions as a requirement to obtaining or continuing to hold and renew a licence;
- c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- e) impose conditions, including special condition, as a requirement of continuing to hold a licence at any time during the term of the licence; and
- f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it.

And whereas Section 391 on the *Municipal Act, 2001*, enables a municipality to pass a by-law imposing fees or charges for services and activities provided or done by or on behalf of it;

And whereas the Council of the Corporation of the Town of Tecumseh deems it appropriate to regulate Mobile Food Vendors within the Town.

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

1. Definitions

- 1.1 **Applicant** means a Person seeking a Licence or renewal of a Licence and is the Person who is managing or responsible for the overall operations of a Refreshment Vehicle.
- 1.2 **Eating Establishment** means a restaurant or building that prepares and/or sells Food or drink for public consumption.
- 1.3 **Fire Chief** means the Fire Chief of the Town.
- 1.4 **Food** means food or drink for human consumption and includes refreshments and confections.
- 1.5 **Frozen Treat Vehicle** means a Refreshment Vehicle which only provides ready-to-eat frozen dessert type refreshments (such as popsicles, ice cream bars, and slushies) which are prepared and/or sold for consumption to the public.
- 1.6 **Health Inspector** means a Public Health Inspector acting under the direction of the Medical Officer of Health for the Windsor-Essex County Health Unit.
- 1.7 **Highway** shall have the same meaning as “highway” in the *Highway Traffic Act* R.S.O. 1990, C.H8 as amended or successor thereto.
- 1.8 **Licence** means a licence issued by the Municipal Clerk to operate a Refreshment Vehicle in accordance with this by-law.
- 1.9 **Licensee** means a Person to whom a Licence has been issued and shall include any Person operating a licensed Refreshment Vehicle.
- 1.10 **Motor Vehicle** means a motor vehicle as defined by the *Highway Traffic Act*, R.S.O 1990, C. H.8, as amended or successor thereto.
- 1.11 **Municipal Clerk** means the Clerk of the Town or a designate.
- 1.12 **Municipal Property** means all property owned, leased or under control of the municipality and with limitation this term shall include all Parks, open spaces, open and unopened road allowances, sidewalks, pathways, trails and parking lots.
- 1.13 **Officer** means a police officer, provincial offences officer, a municipal by-law enforcement officer or any other person as may be appointed by Council to enforce this by-law.

- 1.14 **Private Property** means all property in the Town of Tecumseh but does not include any Highway or Municipal Property.
- 1.15 **Person** means an individual, a partnership, or a corporation and the heirs, executors, administrators or other legal representatives of the Persons, as the case may be.
- 1.16 **Refreshment Vehicle**, also commonly known as Food Truck, means any vehicle, trailer, cart or bike, and irrespective of the type of power employed to move the refreshment vehicle from one point to another, where refreshments are prepared for sale and or sold for consumption to the public.
- 1.17 **Special Event** means an event held in the Town for which a special event permit has been issued by the Town or which has been sanctioned by the Town.
- 1.18 **Town** means The Corporation of the Town of Tecumseh.
- 1.19 **Waste** means any food, disposable eating utensils, paper, wooden, cardboard, plastic, glass or metal products used in the preparation, serving or consumption of the food or beverage offered for sale from a refreshment vehicle.
- 1.20 **Zone** means a zone defined in the Town of Tecumseh Zoning by-law, as amended from time to time.

2. General

Prohibitions

- 2.1 No Person shall operate a Refreshment Vehicle or a Frozen Treat Vehicle in the Town without a Licence issued under this by-law.
- 2.2 No Person shall operate a Refreshment Vehicle or a Frozen Treat Vehicle with a suspended or revoked Licence.
- 2.3 The Licensee shall conform to the requirements and any conditions of the Licence throughout the duration of the Licence.
- 2.4 Each Refreshment Vehicle must be licensed separately.
- 2.5 No Person shall sell Food from a Refreshment Vehicle between the hours of 11:00 pm to 7:00 am, seven (7) days a week.
- 2.6 Every Person providing Food from a Refreshment Vehicle shall do so in accordance with the applicable provisions of the *Health Protection and Promotion Act*, R.S.O., 1990, c.H.7, as amended, and regulations made there under any successor legislation in substitution thereof.

- 2.7 Every Person who has been issued a Licence for a Refreshment Vehicle shall have a Licence for each location the where the Refreshment Vehicle carries on business.

Licensing Procedures

- 2.8 Every application for a Licence shall be completed and submitted on forms prescribed by the Municipal Clerk, and such other information or documentation as the Clerk may require, and shall include the required licensing fee.
- 2.9 A Licence issued under the provisions of this by-law shall not be assigned, transferred, leased or granted the right to use to any other Person.
- 2.10 Every change of address or telephone number of any Person licensed under this by-law shall be reported to the Clerk within fifteen (15) days.
- 2.11 Licences are valid from the date of issuance and expire on December 31st of each year, unless revoked, suspended, or otherwise issued for a shorter or different period of time.
- 2.12 Licence fees will not be prorated.
- 2.13 Licence fees are not refundable.

Licensing Requirements – Refreshment Vehicle

- 2.14 Every Licence application to operate a Refreshment Vehicle shall include the following:
- 2.14.1 the applicable fee as set out in the Town's Fees and Charges By-law;
 - 2.14.2 a photograph of the Refreshment Vehicle;
 - 2.14.3 a current list containing the name, address, and phone number of every Person who will be operating the Refreshment Vehicle, which may be used for notification purposes in respect of health and /or public safety matters;
 - 2.14.4 a copy of the Refreshment Vehicle registration, where applicable;
 - 2.14.5 If the Refreshment Vehicle is a Motor Vehicle, a valid safety standards certificate issued by a provincially authorized Motor Vehicle Inspection mechanic certifying that the Motor Vehicle to which the licence application relates to, and complies in all respects with the applicable equipment and performance standards set out in the regulations made under the *Highway Traffic Act, R.S.O. 1990, c.H18*, as amended, or any successor thereto;

- 2.14.6 Indemnification and proof of Commercial General Liability insurance in the amount of two million dollars (\$2,000,000) for the sale of prepackaged foods or five million dollars (\$5,000,000) for when raw food is being cooked. In addition to:
- 2.14.6.1 Proof of Automobile Liability Insurance in the amount of two million dollars (\$2,000,000), coverage against claims for bodily injury and/or property damage for all licensed Motor Vehicles and related equipment owned or leased by the Applicant.
- 2.14.7 Such policy or policies shall be in the name of the owner and shall name The Corporation of the Town of Tecumseh as an additional insured thereunder, and shall state that The Corporation of the Town of Tecumseh shall be indemnified by the owner of the Licence so that if a lawsuit is filed against the Town, notwithstanding that the operator or owner of the Licence or vehicle will be required to pay the Town any and all costs it incurred, or losses suffered by the Town as a result of any legal proceeding. All policy or policies shall also contain a cross liability of interest clause protecting the Town against any actions, causes of actions, claims and demands whatsoever which may arise resulting from the Town's insurance of the permit to use in the designated area;
- 2.14.8 It shall be the responsibility of the Licensee to ensure that all such insurance is renewed and kept in force and effect without interruption during the term of the Licence, and evidence of such insurance renewal must be submitted to the Town within thirty (30) days of expiration.
- 2.14.9 The proof of insurance shall include a provision that the Municipal Clerk will be given at least ten (10) days' notice in writing of any cancellation, expiration or variation in the policy;
- 2.14.10 No Licensee shall fail to have proof of insurance on site while operating the Refreshment Vehicle;
- 2.14.11 The Town or the Municipal Clerk may require additional types of insurance coverage or higher limits of insurance coverage;
- 2.14.12 Proof of an inspection conducted by the Windsor-Essex County Health Unit dated within thirty (30) days of the Application for a Licence of both the Refreshment Vehicle and any premises used to prepare Food;
- 2.14.13 A copy of a valid Food Handler Certification Card for at least one (1) employee supervising the preparation, processing, packaging, service, and storage of Food;

- 2.14.14 Where the Refreshment Vehicle is fitted with propane or natural gas (except for 20 pound or smaller sized propane or natural gas tanks), a current certificate issued within thirty (30) days of the date of the Refreshment Vehicle licence application, on the prescribed Technical Standards and Safety Authority (TSSA) form, by a provincially authorized propane or natural gas fitter, as the case may be, certifying that the Refreshment Vehicle complies with the applicable equipment and performance standards as prescribed by the Province of Ontario;
- 2.14.15 Proof of inspection conducted by the Fire Chief of the Town of Tecumseh dated within thirty (30) days of the Application for the Licence of both the Refreshment Vehicle to comply with the NFPA 96 (Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations) and any premises used to prepare Food must comply with the Ontario Fire Code. If the Food premises is located outside of the Town of Tecumseh, an inspection of the food premises is required by the Fire Services of the municipality. Written permission is required for a Refreshment Vehicle location if the location is on private property such as an Eating Establishment, School, or Municipal Property;
- 2.14.16 Such other conditions as the Municipal Clerk may impose that are not otherwise specified in this by-law as a requirement of obtaining or renewing a Licence.
- 2.15 Every Licensee shall produce the Licence issued in accordance with this by-law when requested to do so by an Officer.
- 2.16 Every Licensee shall affix the Licence to the Refreshment Vehicle so it is clearly visible to the public and customers at all times.
- 2.17 The Refreshment Vehicle and immediate surrounding location shall be kept in a clean and sanitary condition at all times and free from grease, papers, rubbish and debris.
- 2.18 Every Licensee shall equip the Refreshment Vehicle with a hard sided garbage receptacle with lid and recycling bin of sufficient size to accommodate waste and all waste generated by the operation of the Refreshment Vehicle. The Licensee shall ensure that all garbage be removed daily from the site to maintain cleanliness.
- 2.19 Every Licensee shall ensure that no waste generated by the operation of the Refreshment Vehicle is deposited in any Town-owned waste containers.
- 2.20 No Refreshment Vehicle shall be equipped with any flashing lights or sounding device for attracting attention except those required by the Highway Traffic Act for vehicles on the road.

Licensing Requirements - Frozen Treat Vehicle

- 2.21 Every Licence application to operate a Frozen Treat Vehicle shall include the following:
- 2.21.1 the applicable fee as set out in the Town's Fees and Charges By-law for a Refreshment Vehicle;
 - 2.21.2 a photograph of the Frozen Treat Vehicle;
 - 2.21.3 a current list containing the name, address, and phone number of every Person who will be operating the Frozen Treat Vehicle, which may be used for notification purposes in respect of health and /or public safety matters;
 - 2.21.4 the Licensee and any Person operating a Frozen Treat Vehicle shall provide a Criminal Record – Vulnerable Sector Check;
 - 2.21.5 Indemnification and proof of Commercial General Liability insurance in the amount of two million dollars (\$2,000,000) for the sale of prepackaged foods;
 - 2.21.6 Where a Frozen Treat Vehicle is not a Motor Vehicle, section 2.14.6.1.5 shall not apply, and shall be maintained and in good state of repair;
 - 2.21.7 Proof of Inspection conducted by the Windsor-Essex County Health Unit dated within thirty (30) days of the Application for a Licence;
 - 2.21.8 Not operate a Frozen Treat Vehicle on Municipal Property unless authorized by the Town;
 - 2.21.9 Notwithstanding the Town's Noise By-law or any successor thereto, no Person operating a Frozen Treat Vehicle shall operate any type of auditory signaling device or electronic amplification /speaker system (including but not limited to: ringing bells or gongs, blowing horns, sirens, whistles; playing of music; or the use of a loud speaker) within a Residential Zone between the hours of 10:00 pm to 8:00 am any day of the week;
 - 2.21.10 Stop for longer than 10 minutes at one location;
 - 2.21.11 Not visit the same location within the same two-hour period.

Location Requirements

- 2.22 The location of the Refreshment Vehicle shall be permitted on private property and be zoned for Commercial, Recreational, Industrial purposes pursuant to the Town's Zoning By-law.

- 2.23 No Person shall operate a Refreshment Vehicle within 60 meters of a school unless authorized to do so by the applicable school or school board. A copy of the school or school board permission must be submitted to the Municipal Clerk.
- 2.24 No Person shall operate a Refreshment Vehicle within 60 meters from the front entrance of an Eating Establishment unless authorized to do so by the owner of the Eating Establishment.
- 2.25 No Person shall operate a Refreshment Vehicle at a special event or within 100 meters of a special event unless the event organizer has approved the Refreshment Vehicle as a vendor at the event.
- 2.26 Where a Refreshment Vehicle is operating at a special event, the Licensee shall be required to obtain a Refreshment Vehicle Licence in accordance with this By-law at the prescribed fee.
- 2.27 No Licensee shall operate a Refreshment Vehicle on Municipal Property, unless the Refreshment Vehicle has been awarded the rights to operate on Municipal Property by the Clerk.
- 2.28 A Refreshment Vehicle authorized to operate on Municipal Property shall not be subject to setback requirements for Schools or Eating Establishments as set out in section 2.23 and 2.24 of this by-law.
- 2.29 A Licensee shall be permitted to operate a Frozen Treat Vehicle from a municipal road in all Residential Zones under the Town's Zoning By-law.
- 2.30 No Licensee shall operate a Refreshment Vehicle from Private Property unless the Licensee has obtained written permission of the property owner. A copy of written permission shall be submitted to the Municipal Clerk.
- 2.31 No Refreshment Vehicle shall be located where it can obstruct the entrance or exit to any building, or obstruct the accessibility of a sidewalk.
- 2.32 No Refreshment Vehicle Licensee shall place tables or chairs at the designated location as an eating area for customers.
- 2.33 The location of the Refreshment Vehicle will be parked or stored when not in operation and the location shall be in compliance with the Town's Zoning By-law.

3. Enforcements and Penalties

Inspections

- 3.1 Any Officer may, at any reasonable time, enter upon any Refreshment Vehicle or Frozen Treat Vehicle for the purpose of carrying out an inspection to determine whether or not the provisions of this by-law are being complied with.

- 3.2 No Person shall prevent or interfere, or attempt to prevent or interfere with an inspection undertaken by an Officer.

Suspension of Licence

- 3.3 The Municipal Clerk may suspend a licence if the Licensee fails to comply with any provision of this by-law and such non-compliance is not remedied following notice from the Town specifying the particulars of the non-compliance.

Offences and Penalties

- 3.4 Every Person who contravenes any provision of this By-law or any provision of a Licence issued under this by-law is guilty of an offence and upon conviction is liable to a maximum fine, as provided for in the *Provincial Offences Act, R.S.O 1990*.
- 3.5 In addition to section 3.4, the Municipal Clerk shall refuse to issue a Licence to any Person, or shall refuse to renew a Licence, or shall revoke a Licence where:
- 3.5.1 a Person or Licensee has any unpaid fines arising from a conviction for an offence under the By-law;
 - 3.5.2 a Person or a Licensee has submitted false information or documents in support of an application for a Licence;
 - 3.5.3 in sole and absolute discretion of the Municipal Clerk, a suspension under section 3.5 is not appropriate or sufficient given the nature of the non-compliance with this by-law;
 - 3.5.4 after a period of suspension under section 3.5 there is continued non-compliance with the provisions of this by-law.

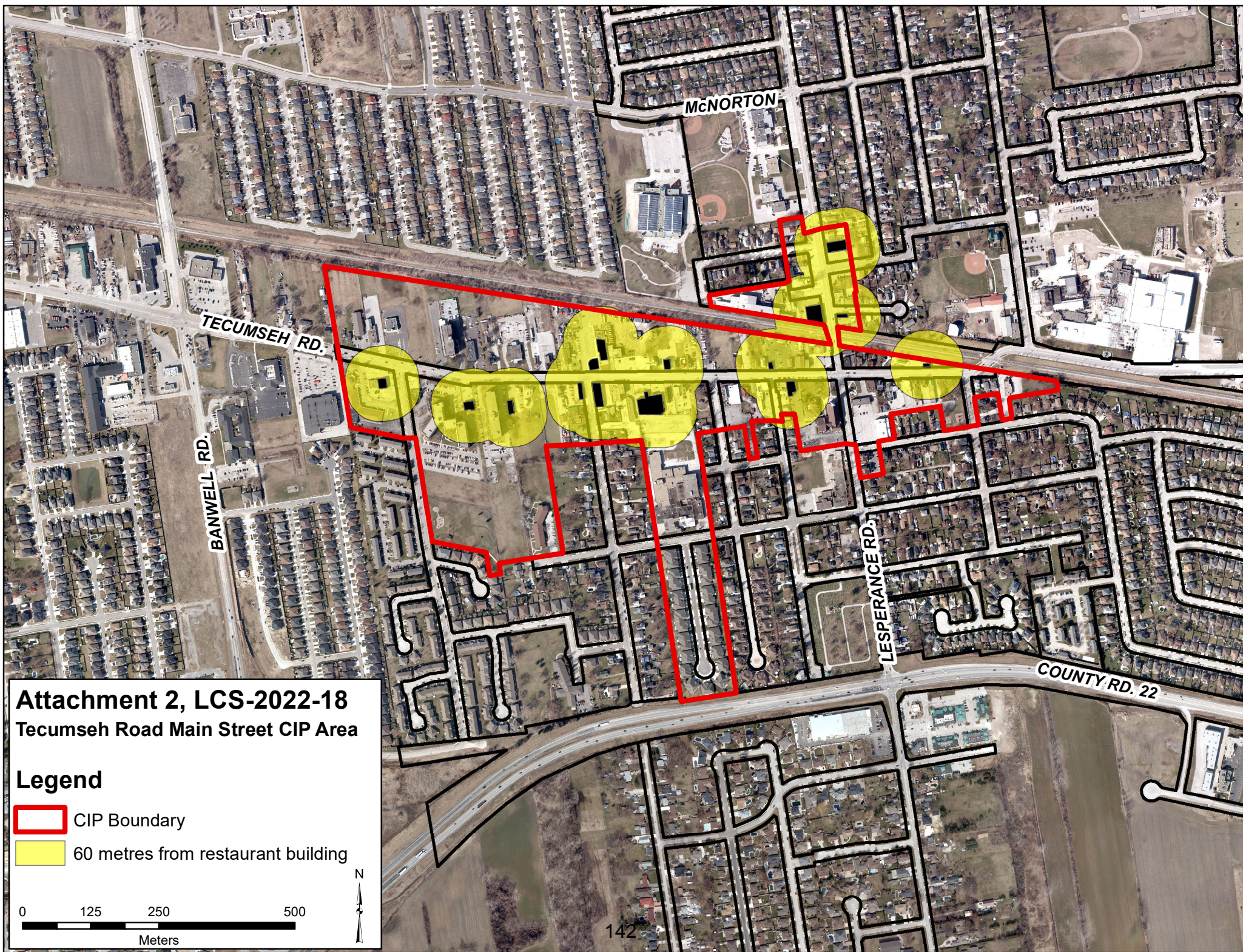
4. Effective Date

4.1 This by-law shall come into force and effect on the date of final passage.

Read a first, second, third time and finally passed this 24th day of May, 2022.

Gary McNamara, Mayor

Laura Moy, Clerk





The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Laura Moy, Director Legislative Services & Clerk

Date to Council: May 24, 2022

Report Number: LCS-2022-19

Subject: Donation of a Bronze Sculpture of Tecumseh

Recommendations

It is recommended:

That Report LCS-2022-19 entitled “Donation of a Bronze Sculpture of Tecumseh”, **be received**;

And that By-Law 2022-041 being a by-law to enter into an agreement with Guy R. Greve for the donation of the bronze sculpture of Chief Tecumseh, **be adopted**;

And further that the Mayor and Clerk **be authorized** to execute the Agreement between the Town of Tecumseh and Guy R. Greve for the donation of the sculpture for permanent display.

Background

The Town of Tecumseh’s 100th Anniversary Celebration is scheduled for July 2-4, 2022. In honour of the Town’s namesake, Chief Tecumseh, the Town is the recipient of a donated bronze bust sculpture in his likeness. The sculpture is approximately 9.5 inches in height and cast in bronze metal of Tecumseh using reference photographs dating from 1768 to 1813.

The Michigan artist with Canadian heritage is Marguerita P. “Rita” Greve who is known for using multiple mediums for her artwork including sculpture. The artist passed away

in 2010, leaving her works with her son, Guy R. Greve, the donor, and family. Mr. Greve and his sibling wish to donate the sculpture to the Town in honour of their mother who was raised in the Windsor area and whose extended family members still reside here.

Comments

A draft agreement has been prepared that sets out the terms and conditions with the Town to formally accept the donation to permanently display the sculpture. The sculpture is being donated by the donor and his brother at no cost to the Town.

The Town will be responsible for the materials and installation of the display such as a pedestal stand, and glass, as well as future maintenance needs. Recognition of the artist will be provided. The draft agreement has been reviewed by the Chief Administrative Officer and forms Schedule 1 to By-Law 2022-041.

The unveiling of the sculpture will be held during the Opening Ceremonies of the 100th Anniversary Celebrations and afterwards will be displayed at Town Hall.

Consultations

Chief Administrative Officer

Financial Implications

By accepting the sculpture, the Town agrees to provide for its appropriate display, safety and maintenance as well as recognition of the artist, which is in keeping with previous sculpture donations to the Town.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Jennifer Alexander, MPA
Deputy Clerk & Manager Legislative Services

Reviewed by:

Laura Moy, Dipl. M.M.
Director Legislative 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

Legislative & Clerk Services

To: Mayor and Members of Council

From: Laura Moy, Director Legislative Services & Clerk

Date to Council: May 24, 2022

Report Number: LCS-2022-20

Subject: Illumination of Town Buildings Policy

Recommendations

It is recommended:

That Report LCS-2022-20 entitled “Illumination of Town Buildings Policy”, **be received;**

And that the Illumination of Town Buildings Policy, as appended to Report LCS-2022-20, **be adopted;**

And further that Council **authorize** illuminating Town Hall red on Monday May 30 to Friday June, 3, 2022 in honour of National AccessAbility Week.

Background

In recent years the Town of Tecumseh has received various requests to illuminate the Town Hall property in a specific colour associated with a charitable cause and/or commemorative event of significance. Currently, the Town has no policy on the commemorative or celebratory illumination of Town Hall or any other Town buildings and as such, there is no formalized process through which local organizations or residents can request to illuminate Town Hall.

Illumination policies have become standard practice among municipalities both large and small across the province. Smaller municipalities have tended to focus their policies solely on the illumination of a single building such as the local town hall, while some

larger localities have expanded their illumination initiatives to include other notable local amenities such as bridges, signage, and various monuments. The Town of Tecumseh proposes limiting illumination to Town Hall as a larger-scale illumination program would be more time consuming and administratively burdensome.

Generally, these policies have been implemented with the intent to commemorate and celebrate special events, as well as to raise public awareness and encourage fundraising; however, some municipalities like Toronto and Ottawa have also used these programs to promote and encourage support for local amateur and professional athletics. To further reduce the burden of legal liability and increase efficiency, most municipalities have developed standardized eligibility criteria that regulate the approval or denial of illumination requests. The City of Toronto, for example, requires that all requests be non-political and nondenominational, and restricted to a charitable occasion or cause. Other municipalities like Ottawa, further restrict eligibility to locally-based initiatives and events. Overall, the eligibility criteria should serve the community and provide vital support for local not-for-profits and charitable causes, promote local tourism and foster a spirit of community. The process should be consistent, fair, transparent, non-discriminatory and relatively easy to administer.

A new illumination policy is provided for Council's consideration of approval. This policy does not address flag raising requests which will be addressed through a review of the Town's existing flag policy.

Comments

In an effort to engage the community and steward good governance, a policy on the illumination of Town buildings and amenities has been drafted for Council's consideration in [Attachment 1](#). The policy provides a consistent and transparent approach for Administration to receive requests from community organizations and charities to raise awareness on a particular event or Town event.

The policy outlines that outside organizations are eligible through a written request including the desired colour and event date details to the Legislative & Clerk Services department, two weeks prior to their event. From time to time, the Town may receive two requests for the same date and conflicts between two or more organizations would be settled in favour of the organization that made the request first.

An organization or charity will be eligible for one time per calendar year to illuminate Town Hall in an effort of equal opportunity and access for all. The period of illumination of Town buildings will commence and terminate for a period of up to one week only or for the duration of the associated event, whichever is less.

As Council is aware, report [LCS-2022-14 entitled "National Accessibility Week"](#) was presented at the April 26, 2022, Regular Council meeting to highlight some of the activities happening at Town Hall to celebrate the valuable contributions of Canadians

with disabilities, and to recognize the efforts of individuals, communities and workplaces that are actively working to remove barriers to accessibility and inclusion. In an effort to raise awareness of this week, the Tecumseh Accessibility Advisory Committee has requested that Council consider illuminating the Town Hall red during National Accessibility Week from May 30 to June 3, 2022.

Consultations

Chief Administrative Officer

Financial Implications

There are no financial implications associated with this report.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input 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:

Terran Morris
Intern - Clerk's Department

Reviewed by:

Jennifer Alexander, MPA
Deputy Clerk & Manager Legislative Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Illumination of Town Buildings Policy

The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	111
Effective Date:	DRAFT
Supersedes:	Click or tap here to enter text.
Approval:	Click or tap here to enter text.
Subject:	Illumination of Town Buildings

1.0 Purpose

The illumination of Town Hall provides a unique opportunity to display the official colour associated with a registered charitable or non-profit organization or a Town of Tecumseh event, in order to create awareness of an organization or a Town of Tecumseh event.

The following illumination guidelines shall be observed.

2.0 Eligibility

- 2.1 Outside organizations requesting the illumination of Town Hall with coloured lighting installations must be charitable or non-profit organizations with a physical presence in Tecumseh.
- 2.2 Requests must be received by the Town Clerk's office prior to 2 weeks to the date of the event requested in the form of letter correspondence or email stating the following:
 - Name of organization
 - Date submitted
 - Nature of organization (i.e. charitable or not-for-profit)
 - Description of associate event

- Start date of event and end date
- Colour details – attachment of event flyer (if applicable)
- Contact information/address/phone number(s)/email address.

2.3 Outside organizations requesting the illumination of Town Hall must have undertakings or philosophies that are in keeping with Town of Tecumseh policies or by-laws, and do not espouse hatred, violence or racism.

2.4 Town Hall shall not be illuminated for political, religious or for-profit organizations or purposes.

3.0 Frequency/Timing

3.1 Town Hall shall be illuminated no more than once per calendar year, per eligible outside organization, in order to maximize access to all eligible outside organizations.

3.2 Town Hall will be illuminated for a period of up to one week, or for the duration of the associated event, whichever is less; noting that conflicts between two or more organizations would be settled in favour of the organization which first made its request, with Town of Tecumseh events taking precedence in all instances.

3.3 The period of illumination of Town Hall will commence and terminate only on those business days and during regular business hours that Town Hall is open given the staff resources required to facilitate the lighting.

3.4 Outside organizations will be required to submit illumination requests on an annual basis.

3.5 Outside organizations will be required to provide lighting installations at their cost, should the requested lighting be additional to the Town's inventory.

4.0 Exemptions

4.1 There shall be no restriction on the number of times, or the period for which, the Town of Tecumseh illuminates its Town Hall.

5.0 Administration Policy

- 5.1 The Town Clerk will administer the policy for the illumination of Town Hall in collaboration with the Department of Community and Recreation Services which is responsible for facilities.
- 5.2 In the event there is a dispute between an outside organization and the Town Clerk as to the eligibility of a request, the appeal process will be through the Town Chief Administrative Officer and they shall have full and final say as to whether or not the request to illuminate Town Hall will be granted.

The Corporation of the Town of Tecumseh

By-Law Number 2022-038

Being a by-law to authorize the execution of a Development Agreement between the The Corporation of the Town of Tecumseh and Old Castle Heights Inc.

Whereas Old Castle Inc. (Owner) owns certain lands situated in the corporate limits of the Town of Tecumseh;

And whereas the County of Essex, as approval authority, has given draft plan approval to the division of the lands in accordance with Section 51 of the *Planning Act, R.S.O. 1990, C.P.13* and amendments thereto;

And whereas in accordance with Section 51 (26) of the *Planning Act, R.S.O. 1990, c.P.13*, as a condition of the draft plan approval, the County of Essex requires the Owner to enter into an Agreement with The Corporation of the Town of Tecumseh (Town);

And whereas this Agreement is authorized by and its terms form part of a Town By-law and Section 446 of *The Municipal Act, S.O. 2001, c.25* and amendments thereto, provides certain remedies to the Town when authorized by By-law, said remedies being herein authorized;

And whereas the proposed development of the lands is in accordance with the Official Plan and Zoning By-law of the Town as of the date of this Development Agreement;

And whereas the Owner covenants and agrees to develop the lands in accordance with this Development 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 the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Development Agreement dated the 24th day of May, 2022 between The Corporation of the Town of Tecumseh and Old Castle Heights Inc., a copy of which Development Agreement is attached hereto and forms part of this by-law, and do such further and other acts which may be necessary to implement the said Development Agreement.

2. **That** this By-law shall take effect as of and from the third and final reading hereof.

Read a first, second, third time and finally passed this 24th day of May, 2022.

Gary McNamara, Mayor

Laura Moy, Clerk

DEVELOPMENT AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Old Castle Heights Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

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

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quintuplicate this _____ day of _____, 2022.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH

hereinafter called the "Municipality" or "Town"

OF THE FIRST PART

-and-

OLD CASTLE HEIGHTS INC.

hereinafter called the "Owner" or "Owners"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "Parties"

RECITALS

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

AND WHEREAS in accordance with Section 51. of the Planning Act, R.S.O. 1990, the Owners have applied to the approval authority to have a plan of subdivision for the Lands approved;

AND WHEREAS in accordance with Section 51. (26) of the Planning Act, R.S.O. 1990, the approval authority as a condition of the granting of subdivision approval requires that the Owners enter into an Agreement with the Town respecting the servicing of the lands and such other matters as required for the orderly development of the Lands;

AND WHEREAS this Agreement forms part of a Town By-law and Section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, provides certain remedies to the Town when authorized by By-law, said remedies being herein authorized;

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

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

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

ARTICLE 1

DEFINITIONS

1.1 DEFINITIONS

The following terms and expressions when used in this Agreement and the Schedules attached hereto and any amendments to this Agreement and such Schedules shall have the following meanings:

Agreement shall mean this Agreement, the Design Information and any amendment thereto;

Business Day shall mean any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours.

Design Information shall mean: a) the servicing drawings, plans, reports any other drawings, specifications, engineering documents, contracts, details, surveys or elevations required to be prepared pursuant to this Agreement that have been approved by the Town, and; b) all information, manuals and specifications required to be referenced to in the preparation of the foregoing;

Figures shall mean the Figures attached hereto and forming part of this Agreement;

Municipal Services shall mean those Services (as hereinafter defined) integrated into the Town's municipal services and those otherwise constructed for the benefit of the Town and not for a third party as an other public work or service (private services) and designated by the Town, at the Towns sole discretion for assumption in accordance with the terms of this Agreement;

Schedules shall mean the schedules attached hereto and forming part of this Agreement;

Services shall mean all municipal and other public works or services including, without limitation, all appurtenances, works, matters or things necessary or incidental thereto, including, where applicable, Special Works as set forth in this agreement, roadways, pathways, sidewalks, curbs, gutters, storm sewers, storm-water management facilities, water services, fire hydrants, sanitary sewers, swales, electrical distribution works, noise barriers, trees, sod, seeding, fencing streetlights and natural gas mains. The above services shall include, without limiting the generality of the foregoing, pipes, conduits, chambers, manholes, works, plants and machinery of every nature and kind, installations, materials, devices, fittings and equipment. Without limiting the generality of the foregoing, services shall include but not be limited to services provided by Hydro One, Essex Power Corporation, Bell Canada, Union Gas Limited and Cogeco Cable Systems Inc., Managed Network Systems Inc. (MNSi), and other Telecommunication service providers operating within the local area, their servants, agents, successors and assigns;

Substantial Completion shall mean the date of substantial completion in accordance with the Construction Act.

ARTICLE 2

TOWN CONSULTANTS

2.1 TOWN TO RETAIN

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

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

ARTICLE 3

GENERAL REQUIREMENTS

3.1 OWNER AGREES

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

3.1.1 Owner to Provide

The Owner agrees to provide and maintain, to the satisfaction of the Town in its sole discretion and at the Owner's sole expense, all Services contemplated by this Agreement and all other matters and things contemplated by this Agreement.

3.1.2 Owner's Engineer

The Owner shall employ, at the Owner's expense, a Consulting Engineer registered with Professional Engineers Ontario to design the works and services, oversee the installation of the works and services and to attend to all matters and things required by this agreement as a prerequisite for the assumption of the services. The Engineer's responsibilities shall include but not be limited to the:

- a) Preparation and submission of servicing drawings to the Town (and all other authorities having jurisdiction);
- b) Preparation and submission of private drainage connection sheets ("PDC sheets") to the Town;
- c) Preparation of contracts necessary for the construction of the Services;
- d) Provision of full-time inspection services;
- e) Taking of preconstruction photos as well as photos (as required) during the course of construction of the Services. These photographs shall be available for inspection by the Town until the end of the maintenance period and final assumption of the Services by the Town;
- f) Confirmation of the competency of the subsurface soil conditions for the Roadway by means of a Geotechnical sub-consultant; and
- g) Preparation of and submission of "as-built" drawings to the Town (and all other authorities having jurisdiction).

3.1.3 Design Information

3.1.3.1 Criteria

All Drawings, Plans and Specifications shall be completed in accordance with:

- a) Sound engineering practices;
- b) The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Town, the Corporation of the County of Essex, the Essex Power Corporation and/or Hydro One, the Ministry of the Environment, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (herein "ERCA"); and
- c) Such other criteria as approved by the Town.

3.1.3.2 Servicing Drawings

The Owner shall provide servicing drawings in accordance with paragraph 3.1.2 a).

The Owner shall provide private drainage connection sheets ("PDC sheets") in accordance with paragraph 3.1.2 b) for each lot in the development, showing the location of all service connections, the finished elevation of the lot, the finished elevation of the rear yard catch-basin and all other relevant grading and servicing information for each lot.

3.1.3.3 Lot Grading Plan

The Owner shall provide a lot grading plan prepared by the Owner's Engineer for the Lands subject to approval of the Town's Engineer. The plan shall provide for the continued drainage of the abutting lands and may require that the development Lands accept storm-water from

the abutting lands. In no case shall the developments be permitted to shed water onto the abutting lands. In order to insure conformity to the lot grading plan the Owner shall have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

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

(b) Following completion of construction;

Where the finished grade of lot deviates from the original lot grading plan presented to and accepted by the Town, the Owner shall either submit a new lot grading plan to the satisfaction of the Town's Engineer or re-grade the lands to the elevations indicated on the original lot grading plan.

3.1.3.4 Drainage Plan

The Owner shall provide a drainage plan for the lands to the satisfaction of the Town, the Town's Engineer and ERCA.

3.1.3.5 Reference Plan

The Owner, at the Owner's expense, shall engage a registered Ontario Land Surveyor to prepare and submit a Reference Plan, delineating the entire plan for division of the Lands as approved by the Town. The Owner, at the Owner's expense, shall initially provide three (3) copies and (1) diskette of the Reference Plan. All files are to be projected to North American Datum (NAD 83) UTM Zone 17 Geographic Coordinate System.

3.1.3.6 Forms Part of the Agreement

The approved Design Information forms part of the Agreement and all Services, works, matter and things to be built, constructed, completed or provided in accordance with the Design Information shall form part of this Agreement.

3.1.4 Services

The Owner shall construct all Services required by this Agreement in accordance with the Agreement, including but not be limited to, the Design Information and the terms and specifications as set out in the Schedules.

3.1.4.1 Roadways

The Owner shall construct roadways in accordance with this Agreement, including but not limited to, the Design Information and the terms and specifications as set out in Schedule "B".

3.1.4.2 Sanitary Sewer Services

The Owner shall construct sanitary sewer Services in accordance with this Agreement, including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "C". The servicing drawings will provide details of all sanitary sewer works, appurtenances and improvements necessary to accept the flow of sanitary sewage occasioned by the Development, and all such sanitary sewer works, appurtenances and improvements shall be installed to the satisfaction of all relevant governmental authorities, including, without limiting the generality of the foregoing, the Ministry of Environment, Conservation and Parks (Ontario) (herein "MECP"). The Owner shall obtain Environmental Compliance Approval for construction from the MECP. The maintenance of the sanitary sewer Services shall remain the responsibility of the Owner until the Services are assumed by the Town.

3.1.4.3 Storm Drainage Services

The Owner shall construct Storm Drainage Services in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "D" and Figure "D". The servicing drawings will provide details of all storm drainage works, appurtenances and improvements necessary to accept the flow of storm water occasioned by the Development, including storm-water overflow corridors and/or easements. All such storm drainage Services shall be installed to the satisfaction of all relevant governmental authorities, including, without limiting the generality of the foregoing, the MECP and ERCA. The Owner shall obtain Environmental Compliance Approval for construction from the MECP. The maintenance of the Storm Drainage Services shall remain the responsibility of the Owner until the Services are assumed by the Town. The servicing drawings shall indicate the outlet for the storm drainage Services. Storm

drainage Services shall drain to outlets approved by the Town and ERCA. The Owner shall, at its own expense, ensure that all existing drainage tile be intercepted or removed and re-routed to the Town's satisfaction. The Owner agrees that stormwater management measures shall be applicable to the Storm Drainage Services, and the Owner shall construct the Storm Drainage Services in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 as amended (when and if applicable) and otherwise in accordance with the Windsor-Essex Regional Stormwater Standards Manual (2019) and amendments thereto, and to the satisfaction of the Town's Engineer.

3.1.4.5 Water Services

The Owner shall construct water Services in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "E". The servicing drawings will provide details of all water Services, appurtenances and improvements necessary to provide water Services to the lands, and all such water service works, appurtenances and improvements shall be installed to the satisfaction of all relevant governmental authorities, including, without limiting the generality of the foregoing, the MECP. The Owner shall obtain Environmental Compliance Approval for construction from the MECP. The maintenance of the water Services shall remain the responsibility of the Owner until the Services are assumed by the Town.

3.1.4.6 Street lighting

The Owner shall construct street lighting Services in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "F". The servicing drawings will provide details of the design of all street lighting Services, appurtenances and improvements necessary to provide street lighting Services to the lands, and all such street lighting Services shall be installed to the satisfaction of all relevant governmental authorities. The maintenance of the street lighting Services shall remain the responsibility of the Owner until the Services are assumed by the Town.

3.1.4.7 Electrical Services

The Owner shall construct underground electrical Services in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "G". The servicing drawings will provide details of all electrical Services necessary to provide electrical Services to the lands and all such electrical Services shall be installed to the satisfaction of all relevant governmental authorities.

3.1.4.8 Sidewalks and Pathways

The Owner shall construct sidewalks and pathways in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "H".

3.1.4.9 Trees

The Owner shall provide new trees and preserve existing trees in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "I".

3.1.4.10 Driveway Approaches

The Owner shall construct driveway approaches for each lot in accordance with this Agreement including, but not limited to, the Design Information and the terms and specifications as set out in Schedule "J". Driveway approaches shall not be installed prior to the expiry of ONE (1) year following the completion of any underground Services being installed beneath the location of the proposed driveway approach on a phase by phase basis. Driveway approaches shall not be constructed without the consent of the Town. The driveway approaches shall be constructed at the risk of the Owner. Without limiting the generality of the foregoing, the Owner shall be required to repair or restore such driveway approaches, or construct new driveway approaches, if damage occurs to such driveway approaches as a result of repair or maintenance work being performed on the underground Services, said obligation to extend until the assumption of the Services by the Town. Driveway approaches shall be built from the curb to the front property line. To the extent that the driveway approach for any lot may not be installed in advance of the Owner transferring title to such lot, nevertheless the obligation to complete same shall remain an

obligation binding upon not only the Owner but successors and assigns within the meaning of article 10.6 of this agreement.

3.1.4.11 Private Services

The Owner shall ensure that Private Services are installed to service the lands. The private Services shall include but not be limited to telephone, cable television, gas and other private utilities that may be installed by Bell Canada, Cogeco Cable Solutions, Enbridge, Managed Network Systems Inc. (MNSi) and any other suppliers of private utilities. The Owner shall also ensure that all private Services are installed in locations approved by the Town and in accordance with the Design Information. The Owner shall be responsible for co-ordinating the installation of all private Services. Any costs related to the installation of a private Service not paid for by the private Services shall be paid for by the Owner.

3.1.4.12 Notification and Permits

The Owner hereby agrees to notify all authorities having jurisdiction related to the development and to obtain all necessary permits and/or approvals which may be required from any authority having jurisdiction with respect thereto.

3.1.4.13 Co-ordination of Services

The Owner shall be responsible for coordinating the installation of all Services.

3.1.4.14 Tenders

In the event that the Owner shall call for tenders for any of the work required herein, such tenders shall be called on the basis of the specifications prescribed under this Agreement and the Owner shall provide the Town with a copy of the accepted tender and an executed copy of the contract let to each successful contractor.

3.1.4.15 Noise Abatement

The Owner shall conform and comply with the indoor/outdoor noise control measures and procedures set out in Schedule "O" to this Agreement. The Owner shall include in all Lease Agreements and Agreements of Purchase and Sale a notice advising owners of the possibility of noise affecting the enjoyment of the property. The required wording of this notice or "warning clause" is set out in Schedule "O" to this Agreement.

3.1.4.16 Canada Post

The Owner shall contact Canada Post regarding the provision of mail service to this Development through the use of "community mailboxes". The Owner shall, at its own expense, make satisfactory arrangements with Canada Post regarding the location of the "community mailboxes" within the Development. The location of said "super mailboxes" shall be subject to the Town's approval in order to ensure that same does not interfere with the provision of municipal services in any way. Prior to the construction of any services, the Owner shall provide the Town with satisfactory confirmation that Canada Post has reviewed the plans for this Development for the purposes of locating the "super mailboxes" and that appropriate arrangements have been made with Canada Post as it may require.

3.1.4.17 Special Works

The Owner shall be responsible to supply and install, at the Owner's expense, all Special Works as described in Schedule "P" to this Agreement.

3.1.5 Repair

The Owner agrees that any Municipal property including, without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway, and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored by the Owner at its expense, and to the satisfaction of the Town.

3.1.6 Dirt and Debris

The Owner agrees to keep the public highways servicing the subject lands free from dirt and debris caused by construction on the subject lands, and to provide reasonable dust control for the site and adjacent municipal streets during the course of construction. Dust shall be controlled by wetting or establishing vegetative ground cover.

3.1.7 Maintenance of Lands

The Owner shall maintain the lands in accordance with the Town's Land Maintenance Bylaw and Section 8.1.3 of this Agreement shall apply to any work carried out pursuant to that By-law.

3.1.8 Removal of Topsoil

Any topsoil excavated from the subject lands during grading operations shall be stockpiled on the lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit anyone to remove such topsoil from the lands without the approval of the Town.

3.1.9 Address Sign

Municipal street numbers for each lot shall be established by the Town before any building permits are released. The Owner shall be bound by the municipal street number approved by the Town. The municipal address shall be placed in a prominent location on the building constructed on the lot and shall be designed to be easily readable from the abutting street.

3.1.10 Environmental Laws

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

ARTICLE 4

TIMING

4.1 NO CONSTRUCTION WITHOUT APPROVALS

Construction of the Services shall not commence until the servicing drawings have been approved by all requisite governmental authorities and the Town.

4.2 BUILDING PERMITS

No Building Permits for the construction of buildings on the lands shall be issued until the Services contemplated by this Agreement have been installed and/or completed to the satisfaction of the Town as evidenced by a resolution of Council placing the Services on maintenance and authorizing the release of building permits. However, once the Services referred to in this Agreement are under construction, the Owner may be allowed to construct model homes on up to ten percent (10%) of the lots within the Development shown on the draft plan of subdivision or relotting plan as approved by the Town Planner, to a maximum of twelve (12) model homes per phase of the development of the subject lands on the following terms and conditions, namely:

- a. That model homes shall be constructed on lots within five hundred (500) feet (152.4m) of an active fire hydrant;
- b. That a class "B" road be constructed in order that fire trucks have access to each model home prior to the general public being permitted to tour the structures, all to the satisfaction of the Fire Chief;
- c. That the Owner releases and forever discharges the Town from any and all manner of actions, causes of action, claims and demands for damages, loss or injury, costs (as between a solicitor and own client, including counsel fees) and charges whatsoever, occasioned to, or supplied by in respect of any matter or thing in consequence of or in connection with, or arising out of any fire in or about the said model homes, save and until the said Class "B" road referred to in subparagraph (b) hereof has been constructed;
- d. That the Chief Building Official will not undertake a final inspection of the said model homes save and until the construction and acceptance on to maintenance by the Town Engineer of all Services referred to in this Agreement as contemplated in 7.2.4 below;
- e. That the draft plan of approval has been received from the Corporation; and
- f. That this Agreement has been registered against the subject lands; and
- g. A sign permit application has been submitted to the Chief Building Official for a subdivision sign which includes sidewalk locations.

4.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Town within TWO (2) years of the date of execution of this Agreement for Phase I and FOUR (4) years of the date of execution of this Agreement for Phase II. Provided that in the event of a labour strike beyond the control of the Owner occurring within the time frames specified above and such labour strike prevents the Owner from installing some or all of the Services (herein “the Delayed Services”), the period for completion of the Delayed Services shall be extended by a period of time equal to the Town’s reasonable estimate of the period in which the Owner was prevented from installing the Delayed Services.

4.4 PHASING (#10, County Approval)

The Owner and Town agrees to development of the subject lands in accordance with the following and in compliance with the Phasing contemplated in the Plan(s) attached hereto as Figure “A” and summarized below as:

Phase 1 - Lots 1-55 and 58-72, inclusive and Block(s)139-165, and part/all of
 Streets A, B, C, D and F.

Phase 2 - Lots 56-57 and 73-138, inclusive and Block(s)166-167, and part/all of
 Streets A, F, G and H.

The Owner shall, at its sole expense and to the Town’s satisfaction, submit all necessary site servicing plans, design plans and drawings, securities and any other fees, and any other requirement deemed necessary for the approval by the Town prior to the initiation of each of the Phases identifying interim works, stubs, and cul de sacs required as part of the phased construction of the Services. During the construction of the Services at each Phase, the Owner shall attend to the construction of and otherwise provide for all stubs, cul de sacs, and interim works required until completion of the next Phase and the removal of such interim works and connection or integration of the existing Services into the next Phase of Services. Notwithstanding the contemplated Phasing in this section 4.4, the Owner may proceed with the development of the subject lands in one single Phase, and otherwise in accordance with the terms herein.

4.5 TIMING ON A PER PHASE BASIS

The terms of release of any securities called for under this agreement shall apply with necessary changes to the provision of securities on a phase by phase basis. Notwithstanding the timing set forth in any other provision of this agreement, where any provision of this agreement requires completion of a particular work or item forming part of the Services by a certain deadline contingent on the timing of commencement or completion of other Services, the Town and Owner acknowledge that the deadline for completion of such work or item shall occur on a phase by phase basis and commence on the date of commencement or completion of such other Service within the applicable Phase to which such work relates.

ARTICLE 5

OTHER PAYMENTS

5.1 COSTS

The Owner shall reimburse the Town for all of the Town’s costs with respect to the development including, without limiting the generality of the foregoing, the fees and disbursements of the Town’s Engineer and Solicitor.

5.2 DEVELOPMENT CHARGES

The Owner agrees to pay the sum designated in Schedule "K" to this Agreement for development charges with respect to the development.

5.3 PARK FEES

The Owner agrees to pay the sum designated in Schedule "M" to this Agreement for park fees with respect to the development.

5.4 PROPERTY TAXES

The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charges against the Lands up to the date of execution of this Agreement. In addition, the Owner shall pay to the Town all current taxes due at any time thereafter while this Agreement is in force.

5.5 DRAINAGE ACT ASSESSMENT AND LOCAL IMPROVEMENTS

5.5.1 Owner's Services

With respect to the construction of any of the drainage works required by this Agreement, on the lands or benefiting the Lands, carried out as improvements under the Drainage Act of Ontario R.S.O. 1990 c.D.17, the Owner shall pay all required assessment charges as determined and shall forfeit its option of placing said charges on the tax roll of the Town and having them collected over time. The Owner shall execute and deliver to the Town any and all documentation required by the Town to give effect to this clause.

With respect to the construction of any Services required by this Agreement, on the Lands, or benefiting the Lands, carried out as improvements under the Local Improvement provisions of O. Reg. 586/06 of the Municipal Act S.O., 2001, c.25, the Owner shall pay all required assessment charges and shall forfeit its option of placing said charges on the tax roll of the Town and having them collected over time. The Owner shall execute and deliver to the Town any and all documentation required by the Town to give effect to this clause.

5.5.2 Other Services

The Owner agrees to sign Local Improvement petitions for, and agrees not to oppose, any municipal Services proposed by the Town to be constructed pursuant to:

- a) the Local Improvement provisions of O. Reg. 586/06 of the Municipal Act S.O., 2001, c.25; or
- b) the Drainage Act of Ontario R.S.O. 1990 c.D.17 and amendments thereto, which shall directly or indirectly benefit the Lands.

5.6 HYDRO CONNECTION CHARGES

The Owner shall pay such costs as Hydro One and/or Essex Power Corporation may require with respect to the installation of hydro services. Without limiting the generality of the forgoing, all costs of connecting hydro lines to existing external services shall be at the Owner's expense.

5.7 WATER CONNECTION CHARGES

All costs of connecting the water mains to existing external service shall be at the Owner's expense. Subject to particulars set out in Schedule "K" to this Agreement, the Owner shall pay to the Town, upon demand, any sums previously established by Town as the Owner's contribution towards the existing water main infrastructure.

ARTICLE 6

EASEMENTS AND CONVEYANCES

6.1 EASEMENTS AND CONVEYANCES

6.1.1 Conveyances

The Owner shall convey in such locations as shall be determined by the Town, upon demand, without cost and free of encumbrance, any lands required by the Town, including, but not limited to, lands for:

- a) road allowances and reserves, including those described in Schedule "L";
- b) road widenings, including those described in Schedule "L";
- c) daylight corners, including those described in Schedule "L";
- d) road extensions or other purposes, including those described in Schedule "L";

- e) public works including those described in Schedule “L”;
- f) parklands required by the Planning Act as described in Schedule “M”;
- g) walkways or pathways required including those described in Schedule “H” and
- h) storm water management facilities including those described in Schedule "D".

For the purposes of this section, conveyances shall include conveyances contemplated in this Agreement as well as conveyances required, at the sole discretion of the Town, subsequent to the execution of this Agreement.

6.1.2 Easements

The Owner shall convey or dedicate in such locations as shall be determined by the Town, upon demand, without cost and free of encumbrance, such easements as may be required by the Town or a private or public utility, including but not limited to easements for:

- a) Public Utilities Easements;
- b) Bell Canada Easements;
- c) Telecommunication service providers in the local area;
- d) Enbridge Easements;
- e) Hydro One and/or Essex Power Corporation Easements;
- f) Floodway Corridor Easements;
- g) Easements required by the Town for public works including those described in Schedule “L”;
- h) Easements for sidewalks or pathways including those described in Schedule “H”; and
- i) Easements for noise barriers including those described in Schedule “O”.

For the purposes of this section, easements shall include easements contemplated in this Agreement as well as easements required, at the sole discretion of the Town, subsequent to the execution of this Agreement and prior to the formal assumption of the Services by the Town. Easements shall be in a form prescribed by the Town.

6.2 PARKLAND DEDICATION

Subject to particulars set out in Schedule "M" to this Agreement, the Owner shall convey or dedicate to the Town, upon demand, in such locations as shall be determined by the Town, without cost and free of encumbrances, such conveyances as may be required for the Town for parkland dedication under the *Planning Act*.

Subject to particulars set out in Schedule "M" to this Agreement, the Town may, at its sole option, in lieu of parkland dedication under the *Planning Act*, require cash payment from the Owner as set out in Schedule "M" to this Agreement.

6.3 TOWN'S RIGHT TO ENTER

The Owner hereby grants the Town and its employees, agents and assigns, an unfettered right to enter the lands at such times as the Town deems necessary, in order to ensure the Owner's compliance with this Agreement, and to carry out any rights or duties that the Town may have pursuant to this Agreement or otherwise.

ARTICLE 7

SECURITY, MAINTENANCE AND ASSUMPTION

7.1 PERFORMANCE SECURITY

7.1.1 Amount of Performance Security

So as to assure the performance by the Owner of each of the terms and conditions of this Agreement, the Owner shall, prior to the commencement of any construction of the Services contemplated by this Agreement, deposit with the Town security in an amount which is equal to fifty per cent (50%) of the value of the works required by this Agreement based upon the contract or contracts which are the subject of paragraph 3.1.4.14 hereof, unless such

construction shall be carried out by the Owner in which event the cost shall be estimated by the Owner's engineer and approved by the Town (herein "Performance Security"). The Performance Security shall be either by way of:

- a) Cash; or
- b) Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada on its letterhead in the form annexed as Schedule "N". In no event shall the Town be required to pay interest on this security.

7.1.2 Release of Performance Security

The security required under this section may be released when maintenance security, construction lien security and additional Performance Security has been provided in accordance with Section 7.2 to replace the Performance Security.

7.2 MAINTENANCE, CONSTRUCTION LIEN AND ADDITIONAL SECURITY

7.2.1 Amount of Construction Lien Security

Prior to the publication of Substantial Completion and so as to assure the satisfactory completion of the Construction Lien period the Owner shall, deposit with the Town security in an amount which is equal to thirty per cent (30%) of the value of the performance security required pursuant to subsection 7.1.1 of this Agreement (herein "Construction Lien Security"). The Construction Lien Security shall be either by way of:

- a) Cash; or
- b) Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada on its letterhead in the form annexed as Schedule "N".

In no event shall the Town be required to pay interest on this security.

Performance Security provided pursuant to Section 7.1 shall be retained as Construction Lien Security until the requirements of Section 7.2 have been complied with.

7.2.2 Release of Construction Lien Security

The security required under this section will be released when;

- (a) all work and Services required to be performed by Owner have been substantially completed in accordance with the provisions of *The Construction Act* of Ontario as certified by the Town's Engineer;
- (b) advertisement for Construction Liens has taken place in accordance with the provision of *The Construction Act* of Ontario;
- (c) the period specified in the advertisement has expired and is in accordance with the provisions of *The Construction Act* of Ontario;
- (d) a sub search has been conducted by the Owner's Solicitor and a written confirmation has been delivered by the Owner's Solicitor to the Town confirming that upon expiry of the Construction Lien period there are no outstanding Construction Liens registered;
- (e) A declaration has been delivered by the Owner to the Town that all claims for materials and services and labour have been fully paid for and that there are no outstanding claims in respect of the work to be performed under the Development Agreement;

7.2.3 Requirements for Commencement of Maintenance

The performance by the Owner of each and every obligation under this Agreement to the satisfaction of the Town shall be a condition precedent to the commencement of the maintenance period.

The Owner shall, upon completion of the Services to its satisfaction, give written notice to the Town of such completion. Said written notice shall state that the Services are completed, that the deficiencies in the Services as identified by the Owner's Engineer have been corrected, and that the Services are ready to be placed on maintenance. Within FORTY-FIVE (45) days of receipt of said notice by the Town, the Town's Engineer shall inspect the Services, and the Owner does hereby consent to such inspection. Also, within FORTY-FIVE (45) days of receipt of said notice by the Town, the Town's Engineer shall advise the Owner that the Services are satisfactory, or shall provide the Owner with written

reasons for the Town's rejection of the Services.

7.2.4 Commencement of Maintenance

The maintenance period shall commence upon the completion of the construction of the Services to the satisfaction of the Town's Engineer and the placing of the Services on maintenance by the Town at the recommendation of the Town's Engineer. Such commencement shall be by resolution of Town Council placing the Services on maintenance and setting a date for the commencement of the maintenance period.

7.2.5 Amount of Maintenance Security

So as to assure the satisfactory performance of the Services during the maintenance period the Owner shall, deposit with the Town security in an amount which is equal to fifty percent (50%) of the value of performance security required pursuant to subsection 7.1.1 of this Agreement (herein "Maintenance Security"). The Maintenance Security shall be either by way of:

- a) Cash; or
- b) Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada on its letterhead in the form annexed as Schedule "N".

In no event shall the Town be required to pay interest on this security.

The Town may, at the Town's sole discretion, maintain the twenty five percent (25%) maintenance security to assure both:

- a) the satisfactory performance of the Services; and
- b) the completion of those Services, works, matters or things not completed during the initial installation of the Services.

7.2.6 Additional Performance Security During Maintenance

Additional Performance Security may be required during the maintenance period, the amount of which shall be at the Town's sole discretion to assure completion of those Services, works, matters or things not undertaken during the initial installation of the Services. The Additional Performance Security will be released upon the satisfactory completion of the outstanding Services, works, matters or things.

7.2.7 Owners Obligations During Maintenance

The Owner shall be fully responsible during the maintenance period for all Services installed upon the Lands including, but not restricted to, any deficiencies in workmanship, materials and labour as well as the function of all Services installed by or on behalf of the Owner pursuant to this Agreement. During such period, the Owner shall, at its own expense, effect any such repairs, replacement and/or reconstitution as may be necessary to ensure that at all times during the term of the maintenance period and at the conclusion of the maintenance period, all Services installed by or on behalf of the Owner shall be in proper and adequate working condition to the satisfaction of the Town's Engineer.

During the maintenance period, the Town shall be entitled to conduct such tests, at the Owner's expense, as may be deemed necessary by the Town's Engineer in order to verify the sufficiency of the Services. In the event of such testing, the report of any engineer(s) approved by the Town as to the sufficiency of the service shall be deemed satisfactory to warrant acceptance or rejection of the Service/ Services by the Town.

7.2.8 Conclusion of Maintenance, Assumption Municipal of Services and Release of Security

The maintenance period, on a phase by phase basis, shall conclude when all deficiencies, works, matters and things existing at the end of ONE (1) year following the date of the commencement of the maintenance period, as set by resolution of Town Council, have been corrected to the satisfaction of the Town and the Town's Engineer. The assumption of Municipal Services and the conclusion of the maintenance period shall occur by resolution of Town Council on the recommendation of the Town's Engineer.

The maintenance period shall automatically extend and assumption shall not take place until all deficiencies, works, matter and things required by this Agreement have been

complied with to the Town's satisfaction. It shall be a further requirement of this agreement that assumption shall not take place until homes have been constructed upon seventy-five per cent (75%) of the lots in the development.

Prior to the final assumption of the Municipal Services by the Town, the Owner shall, at its own expense, complete the following, which shall be in addition to any other obligations of the Owner as set out in this Agreement:

- (a) flush clean all storm sewers, and clean and vacuum all catch basins;
- (b) inspect all storm sewers and private storm connections including the cleanout with sewer cameras to confirm that no deficiencies exist and that the storm sewers and private storm connections including the cleanout are in good working condition;
- (c) flush clean all sanitary sewers;
- (d) inspect all sanitary sewers and private sanitary connections including the cleanout with sewer cameras to confirm that no further deficiencies exist and that the sanitary sewers and private sanitary connections including the cleanout are in good working condition;
- (e) repair all damaged curbs;
- (f) all water valves shall be checked to insure that they are operational and that they are at grade level and that no further deficiencies exist.

The camera work will be carried out at the expense of the Owner and the videotapes presented to the Town. The Owner, at its own expense, shall effect any steps required to correct any deficiencies.

The security required for maintenance shall not be released until assumption of the Municipal Services by the Town.

7.3 INDEMNITY AND INSURANCE

The Owner shall indemnify and save harmless the Town from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement.

While any of the facilities and works herein have not been Assumed by the Town, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in form and amount satisfactory to the Town's solicitor wherein the Owner shall be insured as principal and the Town insured as an additional named insured against such liability to the limit of FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence.

The Owner shall provide the Town with a Certificate of Liability Insurance prior to the commencement of construction of any of the Services and shall within 15 days of request by the Municipality, provide to the Town a certified copy of such policy and provide certified copies of any renewals where the term of such policy expires prior to the assumption of the Municipal Services by the Town. Where the Owner is unable to obtain or provide the requested Certificate of Insurance prior to commencement of construction of the facilities, and the Owner is not otherwise in default of any of its obligations under this agreement, the Owner may allow for its Contractor to provide the necessary insurance subject to the Owner and Contractor entering into the agreement attached hereto as Schedule Q to this agreement.

ARTICLE 8

DEFAULT

8.1 REMEDIES

If the Owner shall fail in the performance of any of the terms and conditions of this Agreement during the construction of the Services then in addition to any other remedies it may have, the Town shall be entitled to any or all of the remedies below:

8.1.1 Stop Work

The Town shall be entitled to refuse building and/or occupancy permits with respect to any buildings to be constructed on the Lands. Further, the Town 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 terms of 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 Town.

8.1.2 Town May Complete and Use Security

In the event that the Owner fails to observe, perform or fulfil any of the terms and conditions of this Agreement or neglects, in the opinion of the Town, to proceed with reasonable speed in the construction of the work or Services contemplated herein or in the event that the work and Services are not constructed or located in the manner provided for in the engineering drawings or in accordance with the plans and specifications approved by the Town, then upon the Town giving SEVEN (7) days notice to the Owner with respect thereto specifying such default, and in the event that the Owner has not within SEVEN (7) days of the receipt of such notice commenced the correction of such default and completed the correction of such default within the time period specified or within a reasonable time period where none is specified, the Town may, at its sole option, without further notice enter upon the Lands and proceed to supply all materials and do all necessary work (including the repair or re-construction of faulty work and the replacement of materials not in accordance with the specifications or the drawings) and to charge all costs including the requisite fees for any engineering and administration to the Owner and pay the any expenses incurred from the Security so held by the Town. The Owner hereby authorizes the Town (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.

8.1.3 Town May Complete and Add Costs to Tax Roll

The Owner acknowledges that a Bylaw has been passed by the Town approving the entering into of this Agreement by the Town and incorporating the terms of this Agreement into that Bylaw. Accordingly, it shall be a provision of this Agreement, and therefore the By-law, that, should the Owner be in default of completing any matter or thing required by this Agreement then the Town may complete such matter or thing at the Owner's expense and the cost for doing so may be added to the tax roll or recovered through action.

8.1.4 Remedies Cumulative

The remedies set out in this Agreement are cumulative and the Town may enforce one or more of the remedies set forth herein at any time or times, and from time to time, during the life of this Agreement.

ARTICLE 9

REGISTRATION AND CONSENTS

9.1 REGISTRATION AND ENFORCEMENT

Pursuant to Section 51(26) 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 at the Owner's expense, and the Town is entitled to enforce the provisions hereof against the Owner(s), who shall be jointly and severally liable for the Owner's 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.

The Owner covenants and agrees with the Town to provide the Town with the following, prior to the registration of this Agreement:

- (i) a legal description in a form capable of being registered in the Land Registry Office at Windsor, Ontario or the Land Titles Office at Windsor, Ontario, covering all of the property to which this Agreement applies;
- (ii) a Solicitor's opinion prepared by the Solicitor of the Owner or, at the sole option of the Town, the Town's Solicitor, expressing an opinion to the Town that the legal description contained in this Agreement encompasses all of the Lands to which this Agreement applies, and that the said Lands are owned by the Owner in fee simple, with good and marketable title free and clear of all encumbrances, subject only to municipal, provincial and federal by-laws affecting the subject Lands; and

9.2 CONSENT

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

9.3 MORTGAGEES

The Owner agrees to obtain and register on title a postponement in favour of this Agreement of any mortgages or other encumbrances which may be registered against title to the Lands.

ARTICLE 10

MISCELLANEOUS

10.1 COMMUNICATION

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

Communications sent to the Town shall be addressed to:

917 Lesperance Road,
Tecumseh, Ontario
N8N 1W9

Communications sent to the Owner shall be addressed to:

Old Castle Heights Inc.
c/o Abdul Karim Habib
4521 Southwood Lakes Blvd.
Windsor ON
N9G 2M6

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change its address for service on written notice to the others.

10.2 TIME OF THE ESSENCE

Time shall be of the essence of this Agreement and of every part thereof. Wherever the consent or approval of either party is required, it will not be unreasonably withheld or delayed. In the event of a dispute regarding such consent or approval, such matter can be referred by either party, on 30 days notice to the other, to Arbitration, by single arbiter, and otherwise in accordance with the Arbitrations Act (Ontario). Notwithstanding the foregoing, the failure of the Town to provide a consent or approval shall not entitle the Owner to damages (in front of the Arbiter, the Ontario Municipal Board or any other board or court of competent jurisdiction) and the only remedy of the Arbiter shall be to decide whether or not the consent or approval is being unreasonably withheld or delayed and should be given.

10.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

10.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further Agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

10.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

10.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

10.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

10.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

10.9 AGREEMENT COMPLETE

This Agreement expresses the final Agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or Agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

10.10 JURISDICTION

This Agreement and all other Agreements, security and documents to be delivered in connection with this Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

10.11 ASSIGNMENT

This Agreement is not assignable by the Owner prior to completion of the works without the consent of the Town.

10.12 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

10.13 SCHEDULES AND FIGURES

Schedules A through to and including Schedule Q and Figure H hereto form part of this Agreement.

In the event of conflict between the Schedules or Figures to the Agreement and the body

The parties acknowledge, confirm and agree that Schedules and Figures not attached to the agreement as registered on title were removed prior to registration on title based on the requirements of the Land Registry Office, reduced copies of same were attached to the agreement at the time of execution by the parties and full sized copies are on file with the Town.

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

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

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

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

in the presence of:

Per: _____
Abdul Karim Habib - PRESIDENT

SCHEDULE "A"

THE LANDS

PART OF LOT 11 CONCESSION 8 SANDWICH EAST, PARTS 1-2, PLAN 12R27533,
SAVE AND EXCEPT PARTS 1 TO 4, PLAN 12R28359; SUBJECT TO AN EASEMENT

Being all of PIN 75236-0379 (LT)

DRAFT PLAN OF SUBDIVISION

References to “the Draft Plan” in this agreement shall be to the draft plan of subdivision as shown on Figure "A" attached hereto.

DRAFT PLAN



SCHEDULE “B”

ROADWAYS

TRAFFIC IMPACT STUDY (#21, County Approval)

The Owner shall construct the roads and highway improvements in accordance with the Traffic Impact Study prepared by RC Spencer Associates Inc., dated November 2020 and as otherwise called for and set out in the Design Information.

MAIL BOX SITE STANDARDS (#25, County Approval)

That the Owner shall, in accordance with the Design Information, provide the following for each community mail box sites: any required walkway across the boulevard, per municipal standards; any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications) and a community mail box concrete base pad per Canada Post specifications.

STREET NAMES

The Owner has requested and the Town has agreed to the naming of the streets as follows:

- **Street A – “Habib Drive”**
- **Street B – “Talia Street”**
- **Street C – “Rafael Street”**
- **Street D – “Aiden Street”**
- **Street F – “Amar Avenue”**
- **Street G – “Maryam Crescent”**
- **Street H – “Jana Court”**

CONSTRUCTION ACCESS

During the construction of the services for this Development the Owner shall ensure, for as much as is reasonably possible, that construction access to the Lands is obtained via North Talbot Road only except as otherwise permitted by the Town in its sole discretion. Any permission given for other temporary access will be done on a phase by phase basis.

ROADWAY LANE REQUIREMENTS

The roadway with for all streets within the subdivision shall be 8.6m from face of curb to face of curb. The curb shall be a barrier curb built OPSD 600.040.

PAVEMENT CROSS-SECTION

The Owner shall provide for the inspection of the subgrade by a geotechnical engineer during the construction of the roadway. Subject to confirmation by the geotechnical engineer, the pavement cross-section shall consist of a minimum of 450mm of granular A, 65mm of HL4 base asphalt and 40mm of HL3 surface asphalt. The geotechnical engineer shall provide the Town with a letter confirming that the road cross section will support the anticipated loads given the type and condition of the subgrade or provide for the modification of the road cross section to ensure that it will adequately support the anticipated loads.

SUBDRAINS

The Owner shall, at its own expense construct 150 millimetre (placed with a laser level) diameter perforated sub-drains pre-wrapped with geotextile fabric on either side of the new roadways.

SURFACE COURSE ASPHALT

The Owner shall not place the surface course of asphalt prior to homes being built on seventy five per cent (75%) of the lots in each phase of the development.

TACK COAT

Prior to the placement of surface course asphalt, a tack coat shall be applied over the entire

surface of the base course asphalt, at the Owner's expense. The Owner shall clean the base course asphalt to the Town’s satisfaction prior to the placement of the tack coat.

SEEDING OR SODDING

The Owner shall be responsible for the seeding and/or sodding of all boulevard areas and areas adjacent to drainage ditches to the satisfaction of the Town and as otherwise called for in the details of the Design Information.

DEAD-END BARRIER

The Owner shall install dead-end barriers at the end of “Street A” and “Street F” where such roads abut Phase 2 of the development, to the satisfaction of the Town and as otherwise set out in the Design Information applicable to each phase.

SCHEDULE “C”

SANITARY SEWERS

SANITARY SEWER DESIGN CRITERIA

The sanitary sewer design criteria shall be as approved by the Town and the Town’s Engineer.

SANITARY SEWERS

For single-unit residential lands, the Owner shall provide ONE (1) 125 mm diameter individual sanitary service connection to each building lot. For multi-unit residential lands, the Owner shall provide ONE (1) 125 mm diameter individual sanitary service connection to each dwelling unit.

SERVICE CONNECTIONS

The Owner is hereby advised that the sanitary connections for each lot shall be installed at 1.5m depth at the lot line to ensure that the sanitary line is above the basement floor elevation and a sewage ejector pump is required. Accordingly, any below grade sanitary drainage branch will require the use of an ejector pump system installed in conformance with the Ontario Building Code. The Owner shall include the following notice in the Offer of Sale and Purchase Agreement for each lot:

“The purchaser is hereby advised that the sanitary sewer connection for each lot in the development has been installed at 1.5m depth at the lot line to ensure that the sanitary line is above the basement floor elevation and a sewage ejector pump is required in conformance with the Ontario Building Code.”

SCHEDULE “D”

STORM DRAINAGE

STORM DRAINAGE SERVICES DESIGN CRITERIA (#14 and 15 County Approval)

The storm drainage services design criteria shall be as approved by the Town and ERCA.

Prior to obtaining final approval on any phase of the development, that the Owner will finalize an engineering analysis to identify stormwater quality and quantity measures as necessary to control any increase in flows in downstream watercourses in accordance with the Windsor-Essex Region Stormwater Management Standards Manual and any other relevant municipal/provincial, standards or guidelines. The engineering analysis shall also address the conveyance and management of stormwater quality and quantity through the subject lands from the commercial block located at the northeast corner of the 8th Concession Road/North Talbot Road intersection.

Further, the Owner shall install the stormwater management measures identified in the engineering analysis completed as part of the development for the site and undertake to implement the recommendations contained therein, to the satisfaction of the Municipality and the Essex Region Conservation Authority.

STORM SEWER SERVICES

The Owner shall construct a new storm sewer to service the lots in the Development, with sufficient capacity to store the one in five year rainfall event. The one in one hundred year and greater rainfall event shall be provided for on the roadways and within the storm-water management pond to be constructed on the Lands. Water quality measures shall be incorporated as part of the storm sewer system to the satisfaction of the Town and ERCA and all other requisite governmental authorities. Block 158 on the Draft Plan shall be conveyed to the Town as a storm-water pond.

SERVICE CONNECTIONS

For single-unit residential lands, the Owner shall provide ONE (1) 150 mm diameter individual storm service connection to each building lot. For multi-unit residential lands, the Owner shall provide ONE (1) 150 mm diameter individual storm service connection to each dwelling unit.

ROOF WATER LEADERS

Roof water leaders will be discharged onto the lawn of each building lot.

REAR YARD DRAINS

For single-unit residential lands, the Owner shall, at its own expense, install rear yard drainage on each building lot in the location and according to the specifications prescribed by the Owner's Engineer, such specifications being subject to the approval of the Town. Rear yard drainage shall be installed contemporaneously with the construction of the dwelling unit on each building lot, and shall include the installation of a 450 mm diameter PVC catch-basin in the centre of the rear yard of each building lot offset off the rear lot line between 1.5m (min) to 3.0m (max) in accordance with the Town's Lot Grading and Service Sheet (French drains, without a catch-basin in the rear yard, will not be acceptable). The Owner shall ensure that, when houses and other structures are built upon the building lots, the lot grading plan is adhered to.

For multi-unit residential lands, the Owner shall at its own expense, install rear yard drainage for each dwelling unit in the location and according to the specifications prescribed by the Owner's Engineer, such specifications being subject to the approval of the Town. Rear yard drainage shall be installed contemporaneously with the construction of each dwelling unit, and shall include the installation of a 450 mm diameter PVC catch-basin in the centre of the rear yard of internal dwelling units. For external (end-units), rear yard drainage shall include a 450 mm diameter PVC catch-basin in the centre of the rear yard of each building lot offset off the rear lot line between 1.5m (min) to 3.0m (max) in accordance with the Town's Lot Grading and Service Sheet (French drains, without a catch-basin in the rear yard, will not be acceptable). The Owner shall ensure

that the lot grading plan is adhered to at the time houses and other structures are built upon the building lots.

FOOTING DRAINS

Footing drains shall drain to basement sump pits and pumped to the storm sewer system constructed on the lot.

EXISTING DRAINAGE TILE

There exists a possibility that abandoned drainage tiles may be encountered during the excavation of footings for homes being constructed on lots within the development. Where drainage/field tiles are encountered the Owner shall take measure to ensure that the tile is decommissioned in such a manner that water cannot be conducted to the footing drainage system via the abandoned tile.

AMENDMENT OF DRAINAGE AREAS

The Owner shall, at its own expense, and in conformity with the provision of the *Drainage Act* amend the drainage area boundaries to include the Lands in the appropriate drainage area. Subsequent to the execution of this agreement The Town shall appoint a Drainage Engineer for the purpose of completing a section 76 report in accordance with the *Drainage Act*. The costs for completing this report shall be borne solely by the Owner.

TYPICAL LOT SERVICES
DRAINAGE AND GRADING LAYOUT (SINGLE UNIT)



TYPICAL LOT SERVICES
DRAINAGE AND GRADING LAYOUT (MULTI-UNIT LEFT END)



TYPICAL LOT SERVICES
DRAINAGE AND GRADING LAYOUT (MULTI-UNIT INNER)



FIGURE “D-4”

TYPICAL LOT SERVICES
DRAINAGE AND GRADING LAYOUT (MULTI-UNIT RIGHT END)

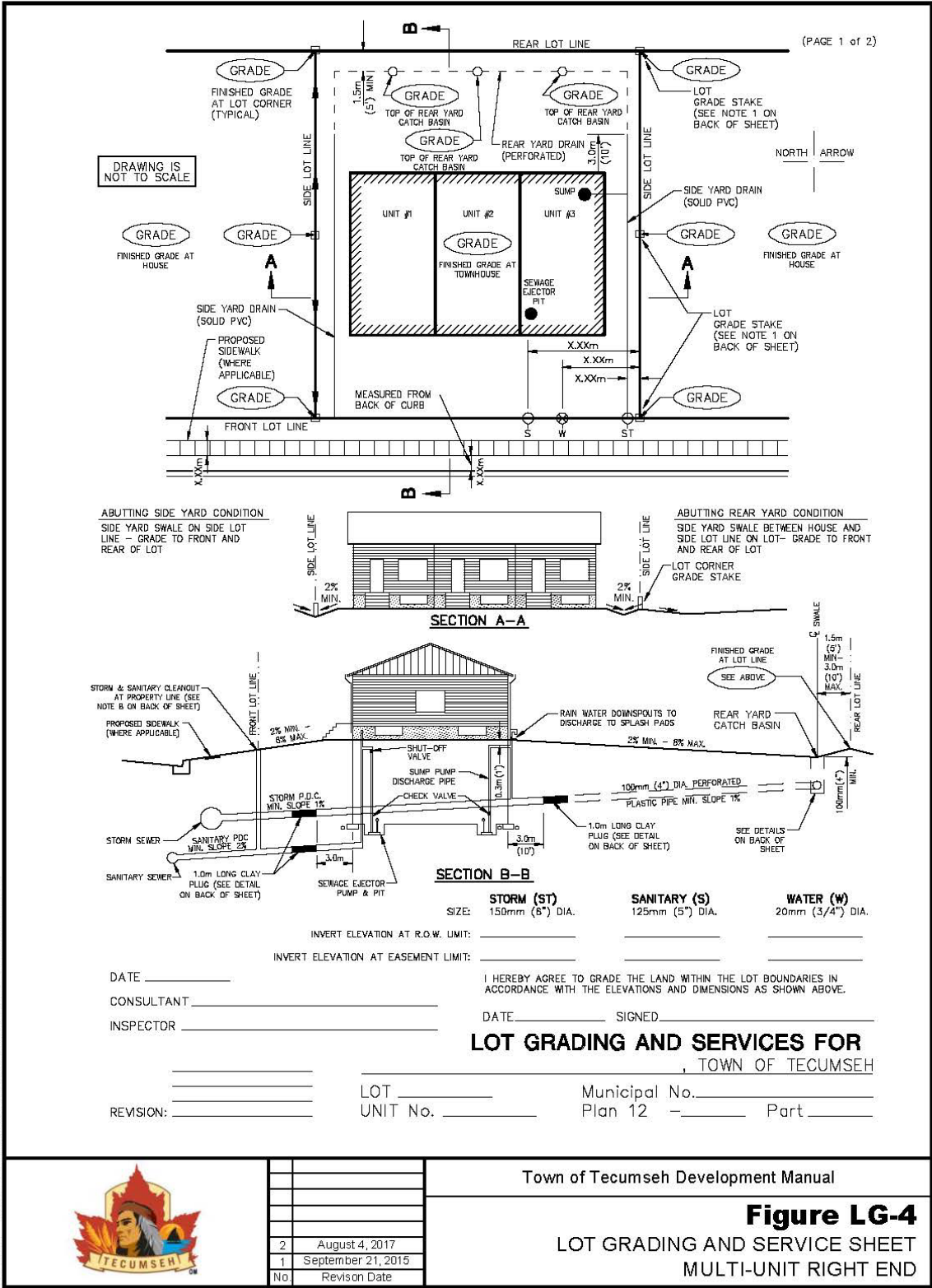
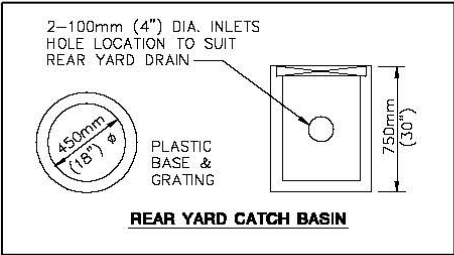
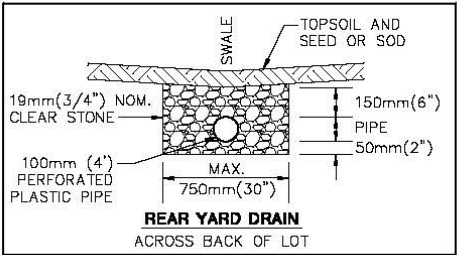
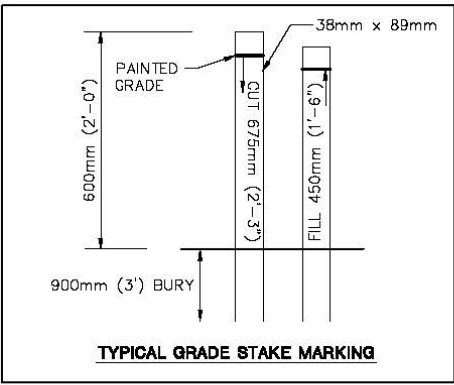
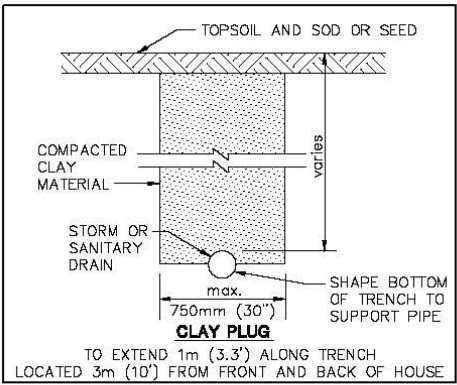


FIGURE “D-5”

TYPICAL LOT SERVICES
DRAINAGE AND GRADING LAYOUT
(LOT GRADING AND SERVICE SHEET)

- NOTES: (PAGE 2 of 2)
- 1. PLACE A 38 X 89 X 1500mm LONG (2" X 4" X 5') WOOD STAKE AT EACH LOT CORNER AND AT SIDE YARDS ADJACENT TO HOUSE. MARK THE CUT OR FILL TO FINISHED GRADE FROM TOP OF STAKE ON EACH STAKE. ALL STAKES TO REMAIN IN PLACE UNTIL CHIEF BUILDING OFFICIAL APPROVES FINAL LOT GRADING.
 - 2. SUMP PUMP DISCHARGE PIPE SHALL BE CONNECTED TO THE PRIVATE STORM SERVICE AT AN ELEVATION NOT LESS THAN 300mm (12") BELOW FINISHED GRADE AT THE HOUSE.
 - 3. CLAY PLUGS TO BE COMPACTED FOR FULL HEIGHT OF TRENCH AND 1.0m LONG.
 - 4. ADDITIONAL AREA DRAINS TO BE INSTALLED AS PER SITE CONDITIONS OR AS DIRECTED.
 - 5. RAIN WATER DOWNSPOUT DISCHARGING ON SIDEWALKS OR DRIVEWAYS SHALL BE CONNECTED TO REAR YARD DRAINAGE SYSTEM.
 - 6. SOLID WALLED PIPES SHALL BE BEDDED ON UNDISTURBED SOIL.
 - 7. TILE DRAIN TO BE BIG 'O' WITH FILTER CLOTH OR APPROVED EQUAL.
 - 8. THE STORM AND SANITARY CLEAN OUTS AT THE PROPERTY LINE ARE TO BE CUT FLUSH WITH THE FINISHED GRADE, HAVE A PVC CAP (IF LOCATED WITHIN GRASSED AREA) OR A CAST IRON CAP (IF LOCATED WITHIN PAVEMENT/DRIVEWAY), AND BE FULLY ACCESSIBLE.



2	August 4, 2017
1	September 21, 2015
No.	Revision Date

Town of Tecumseh Development Manual

Figure LG-5
LOT GRADING AND SERVICE SHEET
BACK OF SHEET

Aug 04, 2017 - 2:46pm C:\Users\33316\Documents\Local\Temp\Var\Jahin_d624\Tecumseh PDC Sheet.dwg

SCHEDULE “E”

WATER SERVICES

WATER SERVICE DESIGN CRITERIA

The water service design criteria shall be to the satisfaction of the Town. For the purpose of preparing the engineering drawings for this development the Owner is hereby advised that the Towns water service specifications can be found on the Town’s website.

WATER SERVICES

The Owner shall install water Services to the lot line for each lot/unit within the development. All water Services shall be installed to the satisfaction of the Town. The service connections shall be bored (open cutting of the road is not permitted).

WATER METERS

Remote registry water meters shall be installed as specified by the Town’s Water Services Division.

SCHEDULE “F”

STREET LIGHTING

STREETLIGHT SPECIFICATIONS

Streetlights shall be designed to provide illumination levels to ANSI/IESNA RP-8-00 based on the applicable roadway classification. Streetlights shall be decorative type to the Town’s standards, as generally described below:

- o 25’-0” above ground or as otherwise approved by the Town, etched decorative, octagonal Belmont Highwayman concrete pole with midnight lace finish, as manufactured by Stresscrete model number KBH25(CLASS B)-G-E10 c/w 140-25/30
- o One (1) fixture arm 6’-0” in length, decorative, aluminum with textured black finish as manufactured by Stresscrete model number KA30-T-1-6’-KPL20-PR
- o Series 8060 LED fixture with flat array and clear flat glass lens, 60W solid state lighting wired for 120 volt operation, 4000K and leveling device. Fixture shall be finished in textured black. Manufactured by King Luminaire model number K803-P4FL-III-60(SSL)-8060-120 S/F KPL20-PR

LOCATION

The Owner shall supply a street lighting plan for the development to be approved by the Town.

SCHEDULE “G”

ELECTRICAL SERVICES

Electrical Services for the development shall be underground.

SCHEDULE “H”

SIDEWALKS AND PATHWAYS

The Owner shall construct the following Sidewalks and Pathways as shown on the attached Figure H to facilitate pedestrian movement, bus routing stops and the safety of school children as called for in condition #22 of the Draft Plan Approval of the County of Essex issued February 14, 2022 file no 37-T-21004 (herein “the County Approval”).

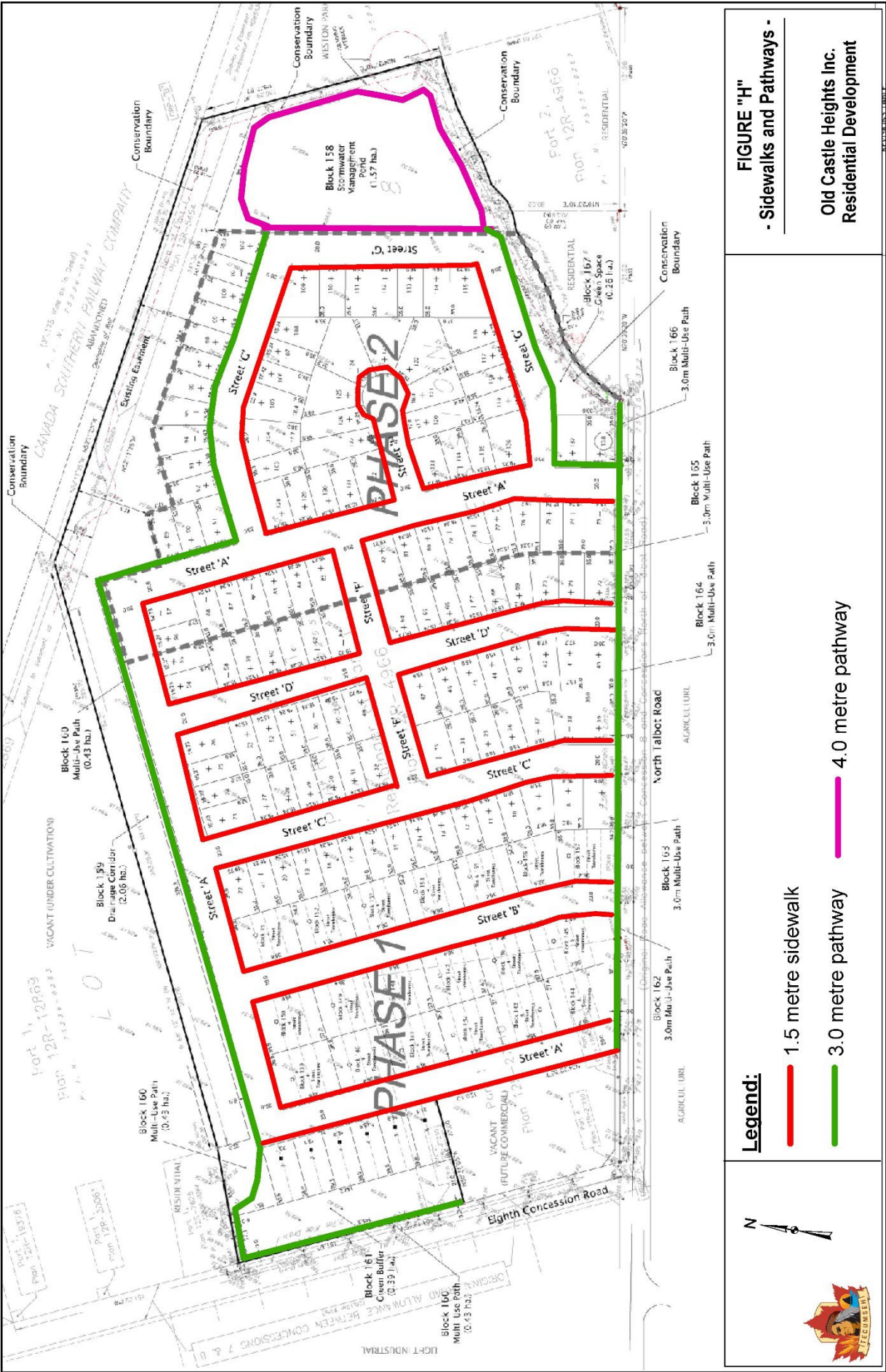
The owner shall construct a 1.5m wide concrete sidewalk on all roadways within the development as shown on Figure H, with the exception of those areas/blocks identified for pathways, in accordance with “Paving and Grading Plan” prepared by the Owner’s engineer, that is on-file with the Town, and in accordance with the approved design information and OPSD 310.010 and 310.030.

Sidewalks shall not be constructed prior to the expiration of one year from the completion of the installation of all services to be installed beneath the sidewalks. Sidewalks shall be continuous within this development. As such, it is anticipated that the sidewalks will be constructed prior to the construction of the driveway approaches. However, where it is proposed that a driveway approach be constructed prior to the placement of the sidewalk as a whole, then the sidewalk shall be formed through the driveway approach (in the location shown in the engineering data) and poured separately from the pouring of the abutting driveway approach. The sidewalk shall be constructed with 2% cross-fall.

The owner shall construct a 3.0m wide asphalt pathway on that part of Blocks 160, 162, 163, 164, 165, 166 and along “Street A”, “Street G” and a 4.0m wide asphalt pathway along “Street G” and on Block 158 as shown in Figure H and in accordance with the “Paving and Grading Plan” prepared by the Owner’s engineer, that is on-file with the Town.

The Owner shall be responsible for the seeding and/or sodding of areas adjacent to the pathways to the satisfaction of the Town and as otherwise shown in Figure H or called for in the details of the Design Information.

FIGURE “H”



SCHEDULE “I”

TREES

The Owner shall install one boulevard tree for every 12m of boulevard between the sidewalk and the curb. The species, timing of the installation and location of the trees (minimum 50mm calliper) to be planted shall be determined by the Town subsequent to the construction of the driveways on the lots within the Development. The Owner shall coordinate with the Town’s Arborist for the inspection and approval of each tree at the nurseery prior to their delivery to the site.

The Owner shall install one pathway tree for every 12m of pathway staggered on opposite sides. The species, timing of the installation and location of the trees (minimum 50mm calliper) to be planted shall be determined by the Town subsequent to the construction of the pathway. The Owner shall coordinate with the Town’s Arborist for the inspection and approval of each tree at the nurseery prior to their delivery to the site.

In addition, the Owner shall plant one tree (minimum 50 mm calliper) within the front yard of each building lot within the Development.

In addition, the Owner shall plant one tree for every 12m of length of the Buffer Area (Block 161) and one tree for every 12m of pathway staggered within the Stormwater Pond (Block 158), to the satisfaction of the Town such trees being located in each area in accordance with detailed drawing(s) approved as part of the Design Information. The species, timing of the installation and location of the trees (minimum 50mm calliper) to be planted shall be determined by the Town subsequent to the construction of the pathway. The Owner shall coordinate with the Town’s Arborist for the inspection and approval of each tree at the nurseery prior to their delivery to the site.

Any existing trees on the Lands shall not be removed without the prior approval of the Town. Generally, the Towns approval to remove a tree shall only be given for the purpose of facilitating the construction of a home upon a Lot or for the construction of services.

SCHEDULE “J”

DRIVEWAY APPROACHES

The Owner shall construct a driveway approach for each lot/unit in the development utilising one of the following sets of specifications and materials:

- (i) a minimum thickness of 150 mm, 30 Mpa concrete (the use of reinforced concrete is not permitted) on a minimum 150mm compacted granular A sub-base; or
- (ii) a minimum thickness of 100 mm of hot mix asphalt on a minimum 250mm compacted granular A sub-base.

Where it is proposed that a driveway approach be constructed prior to the placement of a sidewalk or pathway as a whole, then the sidewalk or pathway shall be formed through the driveway approach and poured separately from the pouring of the abutting driveway approach. The sidewalk or pathway shall be constructed with 2% cross-fall.

SCHEDULE “K”

DEVELOPMENT CHARGES AND OTHER PAYMENTS

DEVELOPMENT CHARGES

The Owner agrees to pay the applicable development charges in accordance with the Town's Development Charges By-Law in effect at the time of the issuance of a building permit as a condition of obtaining a building permit for the construction of any and all buildings on the lands.

SCHEDULE “L”

CONVEYANCES, EASEMENTS AND NOTICES

Conveyances

All conveyances set out herein shall be made to the Town upon demand at the expense of the Owner free and clear of all encumbrances:

1. Block 161 on Draft Plan for the Buffer Area.
2. Blocks 158 to 167 on the Draft Plan.
3. Block 158 on the Draft Plan as a storm-water pond.

Easement Conflicts (#26 County Approval)

The Owner agrees that should any conflict arise with existing Bell Canada facilities or any other existing easement permitting a public utility, private utility or Town service where a current and valid easement exists within a subject area in favour of Bell Canada, any other third party or the Town as the case may be, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Notices

The Owner shall ensure that the following notices are registered on title for all lots within the Development and that a copy of these notices are contained in all lease agreements or offers of sales and purchase for each lot and/or dwelling unit within the Development:

“The purchaser is hereby advised that the sanitary sewer connection for each lot in the development has been installed at 1.5m depth at the lot line to ensure that the sanitary line is above the basement floor elevation and a sewage ejector pump is required in conformance with the Ontario Building Code.”

“The purchaser is hereby advised that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity.” (see #23, County Approval)

“The purchaser is hereby advised that the plans for this Development provide for the future construction of a sidewalk and the planting of trees in the boulevard area”.

“The purchaser is hereby advised that mail service for this development shall be provided via community mailboxes. The purchaser should prior to purchasing a lot make themselves aware of the location of the community mailbox servicing this development”. (see #24, County Approval)

SCHEDULE “M”

PARKLAND

PARKLAND DEDICATION - CASH IN LIEU

Cash in lieu of parkland dedication (pursuant to the provisions of the Planning Act R.S.O. 1990) shall be \$147,217.72 for this Development, said amount being payable prior to the release of building permits for the Development which amount is equal to 2.3% per cent of the Lands as a portion of the 5% the parkland dedication. The balance of the parkland dedication (2.7%) is through a land dedication of 0.5633 hectares comprising of pathways located on the buffer area and adjacent to the stormwater management pond and drainage corridor.

SCHEDULE “N”

REQUIRED FORM OF IRREVOCABLE LETTER OF CREDIT
(to be put on letterhead of financial institution)

Standby Letter of Credit pursuant to UCP500

Letter of Credit No. _____ Amount: \$ _____

1.Initial Expiry Date: _____

TO: THE CORPORATION OF THE TOWN OF TECUMSEH
Address: 917 Lesperance Road, Tecumseh, ON, N8N 1W9

WE HEREBY AUTHORIZE YOU TO DRAW ON THE
for the account of _____
(Name of Customer)

UP TO AN AGGREGATE AMOUNT OF _____ Dollars

2. (\$ _____) available
on demand

PURSUANT TO THE REQUEST OF our customer: _____

(Name of Bank)

3. hereby establish and give you an Irrevocable Letter of Credit in your favour in the amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon as by you which demand we shall honour without inquiring whether you have the right, as between yourself and the said customer to make such demand, and without recognising any claim of our said, customer, or object by it to payment by us.

4. THE LETTER OF CREDIT we understand relates to those Municipal Services and financial obligations set out in an Agreement between the customer and the Town and referred to as the _____
(Name of Project)

5. THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Corporation of the Town of Tecumseh

6. THIS LETTER OF CREDIT will continue in force for a period of 1 year, but shall be subject to the condition hereinafter set forth.

7. IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED AT _____, Ontario this _____ day of 20__.

COUNTERSIGNED BY: _____

Per: _____

(Name of Financial Institution)

SCHEDULE “O”
NOISE ABATEMENT

Not Required.

SCHEDULE “P”

SPECIAL WORKS

Endangered Species Act compliance (#18)

That the development agreement between the Owner and the Municipality contain a provision, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall undertake to ensure that any site alteration will be completed in accordance with the Endangered Species Act, 2007, and more specifically in compliance with the recommendations provided in the Issues Scoping Report (ISR) prepared by BioLogic (now MTE Consultants) dated November 18, 2015, and the subsequent EIA Update Memo prepared by MTE Consultants and dated December 22, 2020.

Well Searches (#19)

The Owner acknowledges that improperly constructed, maintained or abandoned oil, gas and water wells (“Wells”) present a safety risk to humans as well as a potential risk to pollute groundwater resources. The Owner represents and warrants that it has researched Oil, Gas and Salt Resources Library and the Ministry of the Environment and Climate Change Well Records (the “Records”) and has made itself aware of the presence of any Wells on the Lands. The Owner acknowledges that not all Wells are recorded or located accurately in the Records. The Owner further represents and warrants that is has:

- i. Systematically searched the lands for potential Well sites; and
- ii. Taken all other necessary steps to ensure that there are no other Wells on the Lands and that any Well found has been or will be capped in accordance with the applicable legislation, regulations or guidelines, the proof of which shall be submitted to the Municipality.

Construction Management Plan (#20)

That the development agreement between the Owner and the Municipality shall contain a provision that the Owner agrees to submit a Construction Management Plan which addresses among other matters, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls to the satisfaction of the Municipality, prior to commencement of subdivision servicing.

The Owner shall finish grade and seed Blocks 158, 159 161 and 167 on the Draft Plan, in accordance with the design information and to the satisfaction of the Town.

SCHEDULE Q

AGREEMENT RE INSURANCE

THIS AGREEMENT made as of the ____ day of ____, 20____ (the “Agreement”).

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH
(hereinafter the “Municipality”)

OF THE FIRST PART

-and-

(hereinafter the “Owner”)

OF THE SECOND PART

-and-

(hereinafter the “Contractor”)

OF THE THIRD PART

WHEREAS the Municipality and the Owner entered into a Development Agreement dated _____, 20____, relating to the development of the property municipally known as/ legally described as _____, Tecumseh, Ontario (the “Development Agreement”);

AND WHEREAS the Development Agreement stipulates in Section 6.4 that the Owner shall maintain certain minimum insurance requirements;

AND WHEREAS the Owner has retained the Contractor to complete the works required under the Development Agreement and the Contractor is willing to provide such minimum insurance requirements as required under the Development Agreement;

NOW THEREFORE this agreement witnesses that in consideration of the sum of two dollars (\$2.00) and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Contractor hereby covenants and agrees to maintain in full force and effect a policy a policy of Commercial General Liability insurance covering personal and bodily injury liability and property damage with a limit of not less than \$5,000,000.00 and otherwise in form satisfactory to the Municipality's solicitor wherein the Contractor shall be insured as principal and the Municipality insured as an additional named insured against such liability to the limits noted. The Contractor shall provide the Municipality with a Certificate of Liability Insurance prior to the commencement of construction of any of the facilities and works referred to herein and shall within 15 days of request by the Municipality, provide to the Municipality a certified copy of such policy.
2. The parties hereby acknowledge and agree that the Contractor’s policy of insurance pursuant to Section 1 herein shall satisfy the Owner’s obligations as set forth in Section 7.3 of the Development Agreement on an interim basis until such time as the Owner can obtain its own policy of insurance which the Owner undertakes to obtain within 30 days from the date of this agreement set out above. The Contractor’s policy of insurance shall be maintained in full force and effect until such time as the Owner has directly satisfied its obligations under Section 6.4 of the Development Agreement.
3. Time shall be of the essence of this Agreement and of every part thereof.
4. This Agreement shall inure to the benefit of and be binding upon the parties, their executors, administrators, successors and assigns.
5. No waiver by any party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000 S.O. 2000, C.17 as amended from time to time with respect to this Agreement.
7. This Agreement and all other agreements, security and documents to be delivered in connection with this Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE CORPORATION OF THE TOWN OF TECUMSEH

Per: _____
Name: Gary McNamara
Title: MAYOR

Per: _____
Name: Laura Moy
Title: CLERK

XXX Inc. - Owner

Per: _____
Name:
Title:

YYY Inc. - Contractor

Per: _____
Name:

The Corporation of the Town of Tecumseh

By-Law Number 2022-039

Being a By-law to adopt a Cannabis Retail Stores Policy Statement and to delegate authority and duties associated with providing municipal comments to an Application for a Proposed Retail Cannabis Store

Whereas the *Municipal Act, 2001, S.O. 2001, c.25 Section 8* provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

And whereas Ontario Regulation 468/18 made under the *Cannabis License Act, 2018* provides for the authorization and operation of cannabis retail stores;

And whereas the Alcohol and Gaming Commission of Ontario will have a 15-day consultation period for public and municipal comments for each store's site proposed by an approved operator;

And whereas it is deemed necessary and desirable that the Council of The Corporation of the Town of Tecumseh enacts a by-law to adopting the Cannabis Retail Stores Policy Statement to provide for a policy statement to allow for comments to be provided in a timely manner;

And whereas Section 23.1 of the *Municipal Act, 2001, S.O. 2001, c. 25* confirms that a Municipality has the authority to delegate certain powers and duties;

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

1. **That** the Cannabis Retail Stores Policy Statement attached as Schedule A to this by-law is enacted.
2. **That** the Clerk is hereby delegated authority to submit municipal comments on behalf of the Town to the Alcohol and Gaming Commission of Ontario with respect to an Application for Proposed Retail Cannabis Stores.

Read a first, second, third time and finally passed this 24th day of May, 2022.

Gary McNamara, Mayor

Laura Moy, Clerk



Town of Tecumseh Cannabis Retail Stores Policy Statement

Purpose and Vision

The purpose of this policy statement is to offer guidance for Town staff when providing municipal input to the Registrar of the Alcohol and Gaming Commission of Ontario (AGCO) on an application for a proposed Retail Cannabis Store, as well as assistance to prospective recreational cannabis retailers in determining their location for a cannabis retail store in the Town of Tecumseh. This policy statement sets out preferred minimum distances in defined local sensitive areas within the Town (in addition to schools under the *Ontario Education Act*) for the AGCO to consider with respect to licencing of prospective retail cannabis stores.

In consultation with the Windsor-Essex County Health Unit (WECHU), this policy statement encompasses the Town's vision and principles moving forward with retail cannabis sales.

Scope

This policy statement applies to all Notices of Proposed Retail Cannabis Stores that are delivered to the Town and to provide guidance for municipal input on an Application for a Proposed Retail Cannabis Store within the 15-day consultation period.

Background

Effective on October 17, 2018, the *Cannabis Act (2018)* legalized the consumption of recreational cannabis nationwide. Municipalities across Ontario have since had the one-time option of opting-out to allowing recreational retail stores to sell cannabis before January 22, 2019. The Town of Tecumseh chose to opt-out during that time as outlined in Report CS-2018-47. In 2021, Council reconsidered its decision and approved to opt-in to allow the operation of retail cannabis stores within its jurisdiction on June 8, 2022 (Report CS-2021-09).

Municipal governments have limited access and interference with cannabis licensing and regulations. The AGCO is the only provincial agency entitled to regulate the sales and use of recreational cannabis in Ontario. As per provincial legislation (*Cannabis Licence Act, 2018*), municipalities cannot dictate physical requirements and locations of cannabis retail stores. The AGCO is responsible for all particularities of a retail operation and location to ensure that the proposed store location is consistent with the public interest as per regulations (O. Reg. 468/18).

The AGCO regulates and reviews all aspects of the retail cannabis operation including municipal and public input, and is responsible for ensuring the proposed store location is consistent with the public interest as defined in the regulations. Public interest is defined in the regulations (O. Reg. 468/18) as public health or safety, protecting youth and eliminating the illegal market.

The regulations set out limitations on the licensing of a proposed cannabis store; including that stores be no less than 150 metres from schools. A prospective cannabis retail store may apply for licensing through the AGCO. The Town and property owners within the area of the prospective location may provide feedback to the AGCO during a 15-day consultation period on public interest matters. O. Reg. 468/18, considers the following matters to be of public interest:

- protecting public health and safety;
- protecting youth and restricting their access to cannabis; and
- preventing illicit activities in relation to cannabis

For the purposes of this policy statement, a ‘cannabis retail store’ shall mean a store licenced by the AGCO.

Principles for Cannabis Retail Store Locations

The Town acknowledges that retail cannabis stores are permitted within areas zoned for retail stores within the Town’s Zoning By-laws. The Town considers the matters of public health to also include:

- Minimize the potential for vulnerable populations to access cannabis;
- Reduce public exposure to environmental cannabis smoke.

Administration will also facilitate guidance to the AGCO in relation to other applicable law and regulations:

- **Land Use Planning:** The provincial licensing process requires the applicant to comply with the zoning by-law and other municipal planning documents. The definitions within the Town’s Official Plan and Zoning By-laws are applicable to all retail, including cannabis retail stores. Retail sale of cannabis from a provincially licensed store is legal and is a permitted use in the retail zones.
- **Municipal Building Inspections:** While the licensing of the retail store operation is the responsibility of the AGCO, the Ontario Building Code and Fire Code applies to cannabis retail store locations. Therefore, where a building permit is required, the Town’s processes for inspections will concur to achieve compliance with Building and Fire Codes.

In order to facilitate and ensure public health within the Town, protect vulnerable populations and reduce illegal sales, retail cannabis store locations are discouraged where nearby properties are designed to serve youth or other sensitive facilities that service persons with mental health or addiction challenges.

Upon the recommendation of the WECHU, the Town will advocate for separation distances of 500 metres from land uses that have been identified as sensitive areas, as listed below, as well as established and operating cannabis retail stores and/or tobacco or vape and alcohol retailers:

- all Town owned facilities and parks;
- all elementary and secondary schools;
- Cada Library;
- childcare centres; and
- mental health and addiction facilities.

It is the Town's position that the Registrar for the AGCO respect these minimum separation distances (500 meters) when authorizing cannabis retail store locations. Town staff providing municipal comments to an Application for a Proposed Retail Cannabis Store will promote these minimum distances for locations in the Town.

All written submissions on behalf of the Town to the AGCO can be submitted through the www.agco.ca website.

Effective Date

The Town of Tecumseh Cannabis Retail Stores Policy Statement is effective as of May 10, 2022.

Review Period

The Town of Tecumseh Cannabis Retail Stores Policy Statement is subject to review at the outset of a new Council term or as the Provincial regulatory framework for retail cannabis stores is amended from time to time.

Responsible Department

The Legislative & Clerk Services Department is responsible for the application, review and update of the Town of Tecumseh Cannabis Retail Stores Policy Statement.

The Corporation of the Town of Tecumseh

By-Law Number 2022-040

Being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh

Whereas pursuant to Section 228(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Clerk;

And Whereas pursuant to Section 228(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Clerk;

And Whereas pursuant to Section 3(1) of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M. 56., the members of the Council may by by-law designate from among themselves an individual or committee of Council to act as head of the municipality for the purposes of this Act;

And Whereas pursuant to Section 229 of the *Municipal Act* 2001, S.O. 2001 c.25, the Council may appoint a Chief Administrative Officer;

And Whereas pursuant to Section 286(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Treasurer;

And Whereas pursuant to Section 286(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Treasurer;

And Whereas pursuant to Subsection 435(1)1 of the *Municipal Act* 2001, S.O. 2001 c. 25, the power of a municipality of entry under Sections 438 and 439, shall be exercised by an employee, officer or agent of the municipality or a member of the police force of the municipality.

And Whereas pursuant to Section 3(2) of the *Building Code Act* 1992, S.O. 1992 c.23, the Council of each municipality shall appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the *Building Code Act* in the areas in which the municipality has jurisdiction;

And Whereas Clause 28(o) of the *Interpretation Act*, R.S.O. 1990 Chapter I.11, confers authority to Council to appoint an Acting Chief Building Official;

And Whereas pursuant to Section 93(1) of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

And Whereas Section 15 of the *Police Services Act* provides that, a municipal Council may appoint persons to enforce the by-laws of the municipality;

And Whereas pursuant to Section 6 of the *Fire Protection and Prevention Act* 1997, S.O. 1997 c. 4 the Council shall appoint a Fire Chief for the Fire Department if a Fire Department is established for the whole or part of a municipality;

And Whereas pursuant to O. Reg. 380/04, s. 10 (1) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990 c. E.9, every municipality shall designate an employee of the municipality or a member of the Council as its emergency management program coordinator;

And Whereas pursuant to Section 93 of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

And Whereas pursuant to the Provincial Offences Act, R.S.O. 1990, c.P.33 provincial offences officer includes a municipal law enforcement officer referred to in subsection 101 (4) of the *Municipal Act, 2001* or in subsection 79 (1) while in the discharge of his or her duties, and a by-law enforcement officer of any municipality or of any local board of any municipality, while in the discharge of his or her duties, and an officer, employee or agent of any municipality or of any local board of any municipality whose responsibilities include the enforcement of a by-law, an Act or a regulation under an Act, while in the discharge of his or her duties;

And Whereas the Attorney General of Ontario has ruled that By-law Enforcement Officers appointed by a municipality are automatically designated as Provincial Offences Officers for the purpose of enforcing the By-laws of the municipality;

And Whereas the Alcohol and Gaming Commission of Ontario by the Order of Council 1413/08 authorizes a municipal council to issue lottery licenses that they deem in the best interest of the inhabitants of a municipality, as long as it does not contravene the criteria established by the Registrar;

And Whereas Section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25 confirms that a Municipality has the authority to delegate certain powers and duties.

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

1. **That** Laura Moy is hereby appointed as Clerk and designated Head for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act* for the municipality, and the Lottery Licensing Officer;
2. **That** Jennifer Alexander is hereby appointed as the Deputy Clerk and Acting Lottery Licensing Officer;
3. **That** Christina Hebert is hereby appointed Acting Deputy Clerk;
4. **That** Margaret Misek-Evans is hereby appointed as Chief Administrative Officer and Deputy Clerk;
5. **That** Thomas Kitsos is hereby appointed as Treasurer;
6. **That** Zora Visekruna is hereby appointed as Deputy Treasurer;
7. **That** Daryl Flacks is hereby appointed as By-law Enforcement Officer;

8. **That** Mike Voegeli is hereby appointed as Chief Building Official, Plumbing Inspector and By-law Enforcement Officer;
9. **That** Barry Suszek is hereby appointed as Building Inspector;
10. **That** Michael Smithson is hereby appointed as Building Inspector;
11. **That** Dan Lunardi are hereby appointed as Acting Chief Building Officer for the Corporation of the Town of Tecumseh;
12. **That** the Acting Chief Building Official shall have the same powers and authority for enforcement of the Building Code Act, the Regulations and by-laws thereunder as the Chief Building Official;
13. **That** the Acting Chief Building Official is hereby empowered to act, upon notice from the Clerk of The Corporation of the Town of Tecumseh, when the Chief Building Official is absent or is unable to perform his duties for any of the following occasions or circumstances:
 - (a) annual leave or vacation;
 - (b) illness, disability or death;
 - (c) attendance at training courses, seminars or conferences;
 - (d) bereavement leave;
 - (e) attendance at court or legal proceedings; or
 - (f) a conflict of interest.
14. **That** Wade Bondy is hereby appointed as Fire Chief and Community Emergency Management Program Co-ordinator;
15. **That** Kevin Kavanagh is hereby appointed as Deputy Fire Chief and Alternate Community Emergency Management Program Co-ordinator;
16. **That** Nicole Fields is hereby appointed as Deputy Fire Chief, Alternate Community Emergency Management Program Co-ordinator and By-law Enforcement Officer;
17. **That** John Henderson is hereby appointed as Acting Drainage Superintendent;
18. **That** By-law 2022-016 and any other by-law inconsistent with this by-law is hereby repealed;
19. **That** this by-law shall come into force and take effect on the date of its final passing.

20. **Read** a first, second and third time and finally passed this 24th day of May, 2022.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2022-41

Being a by-law to authorize the execution of an Agreement between The corporation of the Town of Tecumseh and Guy R. Greve

Whereas the donor Guy R. Greve owns a bronze bust sculpture of Tecumseh and wishes to donate to the sculpture to the Town of Tecumseh for permanent display;

And whereas the Council of The Corporation of the Town of Tecumseh (Town) is desirous of entering into an Agreement with Guy R. Greve for the sculpture;

And Whereas pursuant to the *Municipal Act, S.O. 2001, c.25* the powers of the 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 Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Guy R. Greve dated the 24th day of May, 2022, 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. **And that** this by-law shall come into force and take upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 24th day of May, 2022.

Gary McNamara, Mayor

Laura Moy, Clerk

**GIFT AGREEMENT
BETWEEN THE CORPORATION OF THE TOWN OF TECUMSEH,
ONTARIO,
AND GUY R. GREVE**

This agreement ("agreement") is entered into between the corporation of the Town of Tecumseh, Ontario ("town"), of 917 Lesperance Road, Tecumseh, Ontario, Canada N8N 1W9, and Guy R. Greve ("donor"), of 2300 Nurmi Drive, Bay City, Michigan 48708.

Whereas, the donor owns a bronze bust sculpture of Chief Tecumseh for whom the town was named and wishes to make a donation of the sculpture ("the sculpture") to the town; and,

Whereas the town wishes to accept the sculpture for permanent display; and,

Whereas the parties wish to memorialize the terms of their agreement;

NOW THEREFORE, the parties agree as follows:

1. **Sculpture.** The subject sculpture is cast in bronze metal, 9½" in height, of Shawnee Chief Tecumseh (1768 - 1813), for whom the town of Tecumseh is named.
2. **Artist.** The artist is Marguerita P. "Rita" Greve. Born Marguerita Phillipa Colthurst on February 14, 1915, in Saskatoon, Saskatchewan, and raised in Riverside, Ontario, the daughter of Windsor architect, Guy Buller-Colthurst, and Beatrice Turner Colthurst. She died July 7, 2010, in Bay City, Michigan. She was a well-known mid-Michigan artist in multiple mediums, primarily sculpture. She is the donor's mother.
3. **Donor.** The donor is Guy R. Greve, owner of the sculpture, joined in the donation by his brother, Lucius Richard "Ric" Greve, sons of the artist.
4. **Financial cost.** The casting of the sculpture is being donated by the donor and his brother at no cost to the town. The town, however, shall be solely responsible for the cost of materials and labor for installation and permanent display of the sculpture such as a pedestal, stand, nook, lighting or other expenses of display, including signage and artist recognition.
5. **Ownership.** The donated casting will be the sole permanent property of the town with no right to the physical donated casting being reserved by the donor.
6. **Donor's reservation of rights.** The donor, his heirs and assigns, shall retain the copyright, trademark, creative and intellectual property rights, and exclusive sculptural reproduction rights of the sculpture, including the exclusive right to make and retain

reproductions of the sculpture in its original, smaller or enlarged size and the right to market and sell copies of the sculpture in its original size or smaller or enlarged copies.

7. **Display.** The town shall have the exclusive right to determine where and how the sculpture is displayed, but agrees it shall be displayed in a prominent and visible public location within the town of Tecumseh, its town hall, sports complex arena, library, park, or similar public location.

8. **Maintenance.** It is recommended, though not part of any contractual agreement, that if the sculpture is maintained in an outdoor space, that it be protected with a wax or similar treatment applied by an artist or other professional at least once every two years to preserve and protect the original patina. The cost of re-doing the patina will be the expense of the town, but the donor will assist as able in having it re-patinaed, if necessary, by the foundry that made the original casting.


9. **Promotional rights.** Donor grants the town unrestricted perpetual worldwide rights to reproduce images or likenesses of the sculpture for any lawful purposes to promote the town, its history, economic development, tourism, community events, and similar community purposes without limitation, including to granting agencies and financial contributors from any potential donors, commerce, residents or others.


10. **Acceptance.** It is understood that this agreement becomes effective upon signing by the parties and is subject to the approval of the governing board of the town.

11. **Dedication.** The town agrees to have a dedication ceremony open to the public, which may coincide with or be separate from the dedication of the remodeling of the town hall, the opening of the sports complex, or any other such facility, plaza, courtyard or the like where the sculpture will be on display.

12. **Recognition.** The town agrees to give appropriate recognition to the artist, crediting her as the artist in all printed or digitized reproductions of the sculpture to the extent reasonable, and that a plaque or similar recognition shall be placed in close proximity with a brief biography of the artist.

Donors:


Guy R. Greve


Lucius R. Greve

Town of Tecumseh:

Gary McNamara, Mayor

Laura Moy
Director Corporate Services & Clerk

Unfinished Regular Council Business

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
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.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
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.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
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.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
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.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
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.	LCS	Report to Council on May 24 Regular Council Meeting

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
01/22	February 8, 2022	RCM 30/22	911 Signage for Vacant Rural Property	Administration to review and provide recommendation on 911 signage for vacant rural properties and a process for assigning civic addresses	TCS	In progress

The Corporation of the Town of Tecumseh

By-Law Number 2022-42

Being a by-law to confirm the proceedings of the May 24, 2022 regular meeting of the Council of The Corporation of the Town of Tecumseh.

Whereas pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

Whereas pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this Session be confirmed and adopted by by-law.

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

1. **That** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, documents and transactions entered into during the May 24, 2022, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **That** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tecumseh during the said May 24, 2022, meeting referred to in paragraph 1 of this By-law.
3. **That** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

Read a first, second, third time and finally passed this 24th day of May, 2022.

Gary McNamara, Mayor

Laura Moy, Clerk