

Regular Council Meeting Agenda

Date: Tuesday, July 26, 2022, 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

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, 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

H. Minutes

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P. Unfinished Business

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S. Notices of Motion

T. Next Meeting

Tuesday, August 9, 2022

4:30 pm Public Council Meeting - ZBA - 4155 Manning Road

5:00 pm Public Council Meeting - OPA - CIP Policies

5:30 pm Public Council Meeting - ZBA - 6715 Malden Road

6:00 pm Public Council Meeting - Amendment to Town Zoning By-laws for Additional Residential Units

7:00 pm Regular Council Meeting

U. Adjournment

Regular Meeting of Council

Minutes

Date: Tuesday, July 12, 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, Tania Jobin
Councillor, Rick Tonial

Absent:
Councillor, Brian Houston

Also Present:
Chief Administrative Officer, Margaret Misek-Evans
Acting Clerk, Jennifer Alexander
Director Community & Recreation Services, Paul Anthony
Director Community Safety & Fire Chief, Wade Bondy
Director Development Services, Brian Hillman
Manager Customer Service, Eliza Bennett
Manager Committee & Community Services, Christina Hebert
Manager Public Works & Transportation, Kirby McArdle
Deputy Treasurer & Manager Financial Services, Zora Visekruna

A. Roll Call

B. Order

The Mayor calls the meeting to order at 7:27 pm.

C. Report Out of Closed Meeting

An electronic closed meeting was held earlier at 5:15 pm and reported out during the open session of the meeting.

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- June 28, 2022**
2. **Public Council Meeting - June 28, 2022 - Development Charges Study**
3. **Public Council Meeting - June 28, 2022 - ZBA 205-227 Lesperance Road**

Motion: RCM - 208/22

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Rick Tonial

That the Tuesday, June 28, 2022 minutes of the Regular Council meeting and the June 28, 2022 minutes of the Public Council meetings as were duplicated and delivered to the members, **be adopted**.

Carried

I. Supplementary Agenda Adoption

There are no supplementary agenda items presented to Council.

J. Delegations

1. **Windsor Essex County Health Unit - Active School Travel Charter**

Re: Kevin Morse, Health Promotion Specialist and Eric Nadalin, Director Public Health Programs

View the presentation [here](#).

Mr. Eric Nadalin, is joined by Kevin Morse, to present the Active School Travel grant presentation as appended to the agenda. Mr. Morse provides an overview of Active School Travel and progress achieved to dated. He

explains the importance of the Active School Travel Charter and endorsement.

Motion: RCM - 209/22

Moved by Councillor Bill Altenhof
Seconded by Councillor Rick Tonial

That Report DS-2022-25 entitled "Active School Travel Charter for Windsor-Essex County - Windsor-Essex County Health Unit", **be brought forward** on the agenda for discussion and consideration.

Carried

Motion: RCM - 210/22

Moved by Councillor Rick Tonial
Seconded by Councillor Bill Altenhof

That Report DS-2022-25 entitled "Active School Travel Charter for Windsor-Essex County: Windsor-Essex County Health Unit", **be received**;

And that the "Active School Travel Charter for Windsor-Essex County", as supported and promoted by the Windsor-Essex County Health Unit, **be endorsed**.

Carried

K. Communications - For Information

There are no Communications for Information items presented to Council.

L. Communications - Action Required

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

M. Committee Minutes

1. Tecumseh Accessibility Advisory Committee - June 14, 2022

Motion: RCM - 211/22

Moved by Councillor Tania Jobin
Seconded by Councillor Rick Tonial

That the June 14, 2022 minutes of the Tecumseh Accessibility Advisory Committee as were duplicated and delivered to the members, **be accepted**.

Carried

2. Police Services Board - June 9, 2022

Motion: RCM - 212/22

Moved by Councillor Rick Tonial

Seconded by Deputy Mayor Joe Bachetti

That the June 9, 2022 minutes of the Police Services Board as were duplicated and delivered to the members, **be accepted.**

Carried

N. Reports

1. Community & Recreation Services

a. CRS-2022-10 2023-2026 Arena and Pool Capital Works Plan

Motion: RCM - 213/22

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

That the Arena and Pool Capital Projects as summarized in Attachment 1 to Report CRS-2022-10, 2023 - 2026 Arena and Pool Capital Works Plan, **be adopted**

And that the 2023 – 2026 Arena and Pool Capital Projects **be funded** through the Arena and Pool Lifecycle Reserves and the Infrastructure Reserve.

Carried

2. Development Services

a. DS-2022-25 Active School Travel Charter for Windsor-Essex County - Windsor-Essex County Health Unit

This report was brought forward under Delegations for discussion and consideration.

b. DS-2022-29 Zoning By-Law Amendment, Agricultural Zone ARU (Stand Alone), 6715 Malden Road, Scheduling of Public Meeting

Motion: RCM - 214/22

Moved by Councillor Tania Jobin

Seconded by Councillor Rick Tonial

That the scheduling of a public meeting, on August 9, 2022 at 5:30 p.m., in accordance with the *Planning Act*, for an application seeking to amend the Zoning By-law 85-18 by rezoning a 1.74 hectare (4.29 acre) parcel of land situated on the west side of Malden Road (6715 Malden Road), approximately 900 metres (2,952 feet) south of its intersection with South

Talbot Road, in order to permit a stand-alone Additional Residential Unit on the property, in accordance with subsection 4.1.2 xii) of the Tecumseh Official Plan, **be authorized**.

Carried

- c. DS-2022-31 Zoning By-Law Amendment, Condition of Consent
Application B-09-22, 4155 Manning Road, Scheduling of a Public Meeting

Motion: RCM - 215/22

Moved by Councillor Rick Tonial
Seconded by Deputy Mayor Joe Bachetti

That the scheduling of a public meeting, to be held on Tuesday, August 9, 2022, at 4:30 p.m., in accordance with the *Planning Act* for a zoning by-law amendment application submitted for a 33.23 hectare (82.11 acre) parcel of land situated on the northwest corner of the Manning Road/Baseline Road intersection (4155 Manning Road), seeking to amend Zoning By-law 85-18 by:

- i. rezoning the 0.53 hectare (1.30 acre) non-farm related residential lot (6780 Holden Road), from “Agricultural Zone (A)” to a site specific “Agricultural Zone (A-40)” in order to establish a maximum lot area of 0.53 hectares (1.30 acres); and
- ii. rezoning the 32.7 hectare (80.8 acre) agricultural parcel from “Agricultural Zone (A)” to a site specific “Agricultural Zone (A-41)” in order to prohibit a residential dwelling from being constructed,

all of which is in accordance with Condition No. 5 of Severance Application B-09-22, **be authorized**.

Carried

3. Financial Services

- a. FS-2022-06 2023 Business Plan and Budget Timetable

A Member requested that the Public Engagement consultation on the 2023 Business Plan and Budget Timetable period be extended to one month.

Motion: RCM - 216/22

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Bill Altenhof

That the proposed 2023 Business Plan and Budget Timetable, as follows, **be approved as amended**:

Public engagement September 12 to October 12, 2022;

Table proposed business plan and budget December 13, 2022;

Council deliberations TBD January, 2023;

Council consideration and adoption January 24, 2023.

Carried

Motion: RCM - 217/22

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

That the proposed 2023 Business Plan and Budget Timetable be amended to extend the consultation period of Public Engagement from September 12, to October 12, 2022.

Carried

4. Public Works & Engineering Services

- a. PWES-2022-35 Appointment of an Engineer - South Talbot and Holden Outlet Drain

Motion: RCM - 218/22

Moved by Councillor Tania Jobin

Seconded by Councillor Bill Altenhof

That Dillon Consulting Ltd. **be appointed** drainage engineer to make an examination of the Branch of the South Talbot & Holden Outlet Drain drainage area as submitted by the landowner in the "Notice of Request for Drainage Improvement" dated April 19, 2022;

And that a Drainage Report **be prepared** in accordance with Section 78 of the *Drainage Act*, including provisions for future maintenance.

Carried

O. By-Laws

1. By-Law 2022-052

Being a bylaw to provide for the repair and improvements to the South Talbot Road Drain East and 12th Line Drain

2. By-Law 2022-053

Being a bylaw to provide for the repair and improvements to the Sullivan Creek Drain

This by-law was not read due to the drainage report being sent back to the drainage engineer for revisions at the Public Council Meeting held early this evening.

3. By-Law 2022- 029 Lachance Drain (Lachance Bridge)

Motion: RCM - 219/22

Moved by Councillor Bill Altenhof
Seconded by Councillor Tania Jobin

That By-Law 2022-052 being a by-law to provide for the repair and improvements to the South Talbot Road Drain East and 12th Line Drain;

Be given first and second reading.

Carried

Motion: RCM - 220/22

Moved by Councillor Rick Tonial
Seconded by Councillor Bill Altenhof

That By-Law 2022-029 being a by-law to provide for the repair and improvements to the Lachance Drain;

Be given third and final reading.

Carried

P. Unfinished Business

1. July 12, 2022

The Members receive the Unfinished Business listing for Tuesday, July 12, 2022.

Q. New Business

100th Anniversary Celebration

The Mayor and Members of Council extend congratulations to the Mayor's 100th Anniversary Task Force, staff and volunteers for their hard work on the successful events.

Speed Monitoring

In response to an inquiry on the speed monitoring data collected at Hayes Avenue, the Manager Public Works & Transportation explains the data collection process and monitoring locations to capture the speed of motorists. It is request that ongoing speed enforcement be raised at the next Police Services Board meeting.

R. Motions

1. Confirmatory By-Law 2022-054

Motion: RCM - 221/22

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

That By-Law 2022-054 being a by-law to confirm the proceedings of the Tuesday, July 12, 2022, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

S. Notices of Motion

There are no Notices of Motion presented to Council

T. Next Meeting

Tuesday, July 26, 2022

6:00 pm Special Council Meeting - Council Vacancy Appointment

7:00 pm Regular Council Meeting

U. Adjournment

Motion: RCM - 222/22

Moved by Councillor Rick Tonial

Seconded by Councillor Bill Altenhof

That there being no further business, the Tuesday, July 12, 2022 meeting of the Regular Council **be adjourned** at 8:38 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Public Meeting of Council

Minutes

Date: Tuesday, July 12, 2022
Time: 6:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

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

Absent: Councillor, Brian Houston

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Public Works & Engineering Services, Phil Bartnik
Acting Clerk, Jennifer Alexander
Manager Customer Service, Eliza Bennett
Manager Committee & Community Services, Christina Hebert
Deputy Treasurer & Manager Financial Services, Zora Visekruna
Engineering Project Manager, Cameron Hedges
Drainage Superintendent, Alessia Mussio

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:28 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. Introduction and Purpose of Meeting

The purpose of the meeting is to hear comments from any affected landowners on the proposed drainage works, as set out on the Drainage Report filed by Josh Warner, P.Eng., of R. Dobbin Engineering Inc., dated May 18, 2022 for the repair and improvement of the South Talbot Road Drain East and the 12th Line Drain.

The Drainage Superintendent highlights the PWES-2022-29 report as appended to the agenda. Josh Dobbin, Drainage Engineer, is available for questions from the Members.

F. Delegations

1. Brian Hyland, Resident

Mr. Hyland raises concerns regarding maintenance to the drain 5 years ago, which were dug into a U-shape design and notes the change in the design shape under the current Drainage Report and the related costs.

The Director Public Works and Engineering Services provides a background on the drainage works on this drain. He advises that some bank failures and sediment within the drain were experienced and provides an overview of additional maintenance undertaken to date.

A Member inquiries on the previous works that were completed to the drain for emergency maintenance. The Director advised that the works in 2016 was conducted to assist with flow and to get water moving in the area due to blockages within the drain. He notes that some maintenance has been assessed out, and measures will be taken to ensure there is no duplication of assessment for works on this drain.

The Drainage Engineer advises that some allowances are provided for the drainage works.

2. Wayne Farough, Resident

Wayne Farough raises concerns on the use of buffer strips and the issues with wildlife affecting drainage.

The Drainage Superintendent explains the benefits of buffer strips which are endorsed in the Town Official Plan and the Ontario Ministry of Agriculture, Food, and Rural Affairs. She adds that the Essex Region Conservation Authority is concerned with the issue of beavers, and advises to contact ERCA for safe trapping and relocation.

G. Communications

1. Public Notice dated June 20, 2022
2. By-Law 2022-052

Motion: PCM - 35/22

Moved By Councillor Bill Altenhof
Seconded By Councillor Rick Tonial

That Communications - For Information 1 and 2 as listed on the Tuesday, July 12, 2022 Public Council Meeting Agenda, **be received**.

Carried

H. Reports

1. PWES-2022-29 Request to Consider Engineer's Report - South Talbot Road Drain East and 12th Line Drain

Motion: PCM - 36/22

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Rick Tonial

That the Report and Specifications for the South Talbot Road Drain East and 12th Line Drain as prepared by Josh Warner, P.Eng., of R. Dobbin Engineering Inc., dated May 18, 2022 (Drainage Report) **be received**;

And that consideration **be given** to the first and second readings of a Provisional By-law 2022-052 to adopt the Drainage Report in accordance with Section 42 of the Drainage Act (Act);

And further that notice **be given** to all affected landowners of the Court of Revision to be held on September 13, 2022, at 6:00 pm in accordance with Section 46(1) of the Act, subject to the adoption of the Provisional By-law.

Carried

I. Adjournment

Motion: PCM - 37/22

Moved By Councillor Bill Altenhof
Seconded By Councillor Rick Tonial

That there being no further business, the Tuesday, July 12, 2022 meeting of the Public Council Meeting **be adjourned** at 7:09 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Public Meeting of Council

Minutes

Date: Tuesday, July 12, 2022
Time: 6:30 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

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

Absent: Councillor, Brian Houston

Also Present: Chief Administrative Officer, Margaret Misk-Evans
Acting Clerk, Jennifer Alexander
Director Public Works & Engineering Services, Phil Bartnik
Manager Committee & Community Services, Christina Hebert
Deputy Treasurer & Manager Financial Services, Zora Visekruna
Drainage Superintendent, Alessia Mussio

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 7:10 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, 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

Councillor Jobin declares a pecuniary interest on Report PWES-2022-28 as she owns lands assessed to the drain.

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear comments from any affected landowners on the proposed drainage works, as set out in the Drainage Report filed by Gerard Rood, P.Eng., of Rood Engineering Inc., dated March 1, 2022, for the repair and improvement of the Sullivan Creek Drain.

The Drainage Superintendent advises of the O. Reg. 406/19: On-Site and Excess Soil Management requirement and the amount of soil removed from the drain. The Drainage Engineer explains the new legislation requirements regarding excess soil which will need to be considered in the assessment costs of the drain which are not incorporated in the Drainage Report.

F. Delegations

There are no delegations presented to Council.

G. Communications

1. Public Notice dated June 20, 2022
2. By-Law 2022-053

Motion: PCM - 38/22

Moved By Councillor Bill Altenhof
Seconded By Deputy Mayor Joe Bachetti

That Communications - For Information 1 and 2 as listed on the Tuesday, July 12, 2022 Public Council Meeting Agenda, **be received**.

Carried

H. Reports**1. PWES-2022-28 Request to Consider Engineer's Report - Sullivan Creek Drain**

Councillor Tania Jobin declared a conflict of interest on this drain and refrains from voting.

Motion: PCM - 39/22

Moved By Councillor Bill Altenhof
Seconded By Deputy Mayor Joe Bachetti

That the Report and Specifications for the Sullivan Creek Drain as prepared by Gerard Rood, P.Eng., of Rood Engineering Inc., dated March 1, 2022 (Drainage Report) **be received**;

And that the Drainage Report for the Sullivan Creek Drain as prepared by Gerard Rood, P.Eng., of Rood Engineering Inc., dated March 1, 2022 **be referred back** to the Drainage Engineer to consider Excess Soils

requirements in accordance with recent information received from Provincial Ministries.

Carried

I. Adjournment

Motion: PCM - 40/22

Moved By Councillor Bill Altenhof
Seconded By Councillor Rick Tonial

That there being no further business, the Tuesday, July 12, 2022 meeting of the Public Council Meeting **be adjourned** at 7:20 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk



admin@erca.org

P.519.776.5209

F.519.776.8688

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

July 18, 2022

Town of Amherstburg

Town of Essex

Town of Kingsville

Town of LaSalle

Municipality of Leamington

Municipality of Lakeshore

Township of Pelee

Town of Tecumseh

City of Windsor

Attention: Municipal Council Clerks (for distribution)

RE: ESSEX REGION CONSERVATION AUTHORITY 2021 Audited Financial Statements and Administration's Report

Attached please find Essex Region Conservation Authority's 2021 Audited Financial Statements as approved by the ERCA Board of Directors at the June 23, 2022.

At the request of our Board, also attached is Administration's report (BD 13/22 2021 Draft Audited Financial Statements and Financial Condition Update) providing additional analysis undertaken as presented to the ERCA Board of Directors in conjunction with the independent audit undertaken by the firm of Hicks, MacPherson, latonna and Driedger LLP.

Should you have any questions regarding ERCA's Audited Financial Statements or Administration's report, please feel free to contact Mr. Tim Byrne, tbyrne@erca.org or by phone 519-776-5209 ext. 350.

Thank you,

Tim Byrne
CAO/Secretary-Treasurer

Shelley McMullen
CFO/Director, Finance and Corporate Services

Attachments:

- BD13/22 Draft Audited Financial Statement and Financial Condition Update and related appendices
- ERCA 2021 Audited Financial Statements



Essex Region Conservation Authority

Board of Directors

BD13/22

From: Shelley McMullen, CFO/Director Finance & Corporate Services

Date: Thursday, June 2, 2022

Subject: 2021 Draft Audited Financial Statements and Financial Condition Update

Compliance Action: Conservation Authorities Act -S.38 Annual Audit
Income Tax Act-Audited Financial Statement/T3010 Requirement for
Registered Charities

Recommendation: THAT the draft audited Financial Statements of the Essex Region Conservation Authority, including the Independent Auditor's Report, for the year ended December 31, 2021, be approved and released as final audited Financial Statements; and further,

THAT Administration be directed to circulate the approved report and Audited Financial Statements to member Municipalities as correspondence.

Summary

- The auditors are proposing to issue an unqualified audit report upon Board members' approval of the 2021 audited Financial Statements. While the audit procedures, including an understanding of the internal controls, are designed to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and to obtain sufficient audit evidence to support the audit opinion, the procedures are not for the purpose of expressing an opinion on the effectiveness of the Authority's internal controls.
- The 2021 operating budget anticipated a continuation of Covid19 restrictions throughout most of the year, and while there were several operating units, likely impacted by Covid19-related restrictions, that experienced unanticipated increases/decreases in revenues, the variances were overall immaterial to the financial results of the Authority.
- While the Financial Statements show an increase of \$81,048 in the operating fund surplus, resulting in an accumulated operating surplus of approximately \$133,380, \$85,000 is expected to be utilized in 2022, as outlined in the operating budget. Also, the actual unrestricted operating surplus amounted to ~\$126,000, prior to additional transfers of ~\$45,000 to the reserve funds, to address 2022 projects, as discussed below.
- The reserve funds increased by \$29,853 to \$1,221,251 from \$1,191,398 (Schedule 5 of the Financial Statements), although a decrease of \$119,000 was expected. This positive variance primarily relates

to: a lower demand for reserve funds for the construction of the JRPH Conservation Centre, due to receipt of Foundation grants; deferral of IT projects to 2022 due to vendor selection process; and additional transfers to infrastructure reserves for 2022 capital asset condition assessments and maintenance projects.

- Overall, the Authority experienced relative stability in its operations during 2021, as it adjusted to new operating procedures and service delivery methods, introduced as a result of the pandemic.
- Higher-than-expected permit revenues was the primary contributor to the positive results followed by wage savings related to periodic vacancies and redeployment of staff to special projects, funded by grants.
- The Authority has begun to proactively align its budget format and presentation, with the categorization of programs and services (mandatory and non-mandatory), as required by the revised Conservation Authorities Act, however the format of the audited Financial Statements will not be revised until fiscal year 2024, when all municipal funding agreements are expected to be in place, for non-mandatory programs and services. To provide further clarity to readers and support transparency, the Detailed Statement of Financial Activities by Program, is attached as Appendix C. This schedule presents program financial information, with revenues and expenses, and is the format used to present budget and interim financial results to stakeholders

Discussion

The firm of Hicks, MacPherson, latonna and Driedger LLP has completed the audit of the Financial Statements for the year ended December 31, 2021, (attached) and are prepared to issue their draft unqualified opinion upon Board approval of the Financial Statements. Audit guidelines now require the Board of Director's approval of the Financial Statements prior to final release of the audited Financial Statements and accompanying audit opinion.

The Audit Committee of the Essex Region Conservation Authority met on June 9, 2022 to review the draft audited Financial Statements with management and with Ms. Lindsay latonna, a partner with the appointed auditing firm. The Auditors and Audit Committee did not identify any concerns with the financial statements as prepared by management and additionally, no material internal control weaknesses or errors were noted by the auditors, to the extent that internal controls are reviewed. The Auditors noted that an unqualified report will be attached to the Authority's statements upon Board approval of the Financial Statements.

Financial Statements Overview

The financial statements comprise a report card on the financial activities of a government during a fiscal period and are made available to various stakeholders including: MECP; participating municipalities; board members; ratepayers; staff; transfer payment agencies and other funders; program partners; and financial institutions. Increased expectations and requirements for greater transparency, accountability, value- for-money, and greater comparability amongst governments and public sector agencies, has resulted the expectation for informative and standardized statements.

Five indicators or “messages” are typically included in government financial statements:

- net surplus/(debt);
- accumulated surplus/(deficit);
- annual surplus/(deficit);
- change in net debt in the year; and
- cash position and related cash flow in the year.

In response to this, the Authority has prepared four financial statements:

- Statement of Financial Position;
- Statement of Operations and Accumulated Surplus;
- Statement of Net Surplus; and
- Statement of Cash Flows.

Reconciling Budgets with Financial Statements

While the Financial Statements, as presented, accurately reflect the Authority’s financial position and transactions, they appear to be divergent or inconsistent as compared to the approved budget, resulting in a challenge for stakeholders, in terms of reconciling year-end results with the approved budget. Despite the suggestion that budget documents are to be presented in the same format as Financial Statements (C.D. Howe Institute’s 2014 report titled “Baffling Budgets: Canada’s Cities Need Better Financial Reporting”), it is often not the case: Budget documents are typically generated in a more user- friendly format to facilitate comprehension and ultimate decision-making. This is a challenge that is currently being addressed, at least in the municipal sector: MFOA’s official response to the Howe Institute report states that *“Budgets are laid out in a manner to be meaningful to both Councillors and the public. They are regularly monitored throughout the year by both staff and municipal Council. As well, municipalities have many excellent fiscal controls and countless reports in addition to the annual statutory reporting, all of which are more readable and understandable to “the reasonably intelligent” person than the annual financial statement. We know of no municipality in Ontario who provides interim financial reports based on their year-end reporting format due to its irrelevance to the budgets and actual fiscal control.”*

To address the issue and to facilitate the reconciliation between the budget and the Financial Statements, the following reconciliation summary has been prepared (FS Note 7):

	Approved Budget (BD 07/21)	Actual
Budgeted Deficit	\$ (346,500)	
Capital items to be included as operating expenses	700,000	
Land Acquisition	-	
Adjusted/Actual Net Surplus (Deficit)	353,500	654,877
Gain on Sale of Vehicles	-	(22,500)
Capitalized items	(700,000)	(805,973)
Land Acquisition*	-	-
	(346,500)	(173,596)
Acquisition of fleet & equipment	(88,500)	(93,246)
Net transfers from reserves (Schedule 5)	490,000	386,500
	55,500	119,658
Amortization	315,500	377,743
	371,000	497,401
Net transfers to reserves (Schedule 5)	(371,000)	(416,353)
Increase in Operating Surplus	\$ -	\$ 81,048

**Land acquisitions are approved during the year through the Committee of the Whole*

It should be noted that the Authority has begun to proactively align its budget format and presentation, with its draft categorization of programs and services (mandatory and non-mandatory), as required by the revised Conservation Authorities Act (effective January 1, 2024), however the format of the audited Financial Statements will not be revised until fiscal year 2024, when all municipal funding agreements are expected to be in place, for non-mandatory programs and services. To further provide clarity to readers and support transparency, the **Detailed Statement of Financial Activities by Program, is attached as Appendix C**. This schedule presents program financial information, with revenues and expenses, and is the format used to present budget and interim financial results to stakeholders

Statement of Financial Position, Statement of Cash Flows and Net Debt

For 2021, the Authority's year-end cash position increased by approximately \$1.64 million, almost entirely related to the collection of accounts receivable and the increase in deferred revenues, which together comprise the total change (Statement of Cash Flows).

Deferred revenues increased significantly by \$869,377, resulting in total deferred revenues at December 31st of almost \$3.6 million. The increase was driven by transfers to the land acquisition fund of ~\$600,000, in anticipation of the 2022 property acquisition. Additional transfers were made for budgeted water quality studies and capital projects, expected to proceed in 2022. Of the total \$3.6 million in deferred revenues, the land acquisition fund accounts for nearly \$2.2 million.

The reserve funds increased by \$29,853 to \$1,221,251 from \$1,191,398 (**Schedule 5 of the Financial Statements**), although a decrease of \$119,000 was expected. The positive variance of ~\$148,000 primarily relates to: a lower demand for reserve funds for the construction of the JRPH Conservation Centre, due to receipt of Foundation grants; deferral of IT projects to 2022 due to vendor selection process; and additional transfers of ~\$45,000 to infrastructure reserves for 2022 capital asset condition assessments and maintenance projects.

The net surplus position increased to \$1,310,364, a change of \$104,537 (Statement of Net Surplus). This particular change in financial position can also be reconciled as the increase in reserves, as noted above, plus the increase in the operating fund surplus of \$81,048 less the increase in prepaid expenses.

Statement of Operations (and Schedules 1-4)

As has been previously reported, ERCA's reliance on fee-for-service revenues, third party and special funding, results in varying revenues and expenses, as new projects and funding are available, partnership programs emerge, or are completed, and municipal capacity to support projects (e.g. WECl) varies.

While a comprehensive analysis regarding financial impacts of public health restrictions related to Covid19, was not undertaken, due to the fact that management assumed that most restrictions would remain in effect until fall of 2021, there were some minor unexpected results. Attendance skyrocketed at Holiday Beach and gate and pass revenues increased by \$60,000, although offset partially by placement of gate and additional cleaning staff. The increased net revenues were sufficient to allow for a redirection of the allocated \$27,000 CW~GS levy to the land acquisition fund though. Due to school field trips not resuming until 2022, and reduced event capacity, the John R Park Homestead's admissions/programs revenues fell short by approximately \$50,000, however expenses were reduced and the net result was a \$17k deficit at year end.

Other variances were likely unrelated to Covid19 and were attributable to greater than anticipated fee-for-service revenues in Watershed Management Services, as has been the trend over the past few years, and to other savings in labour, associated with vacant positions, staff work on outside funded special projects and deployment of internal staff to work on capital projects.

While the Financial Statements show an increase of \$81,048 in the operating fund surplus, the actual unrestricted operating surplus amounted to ~\$126,000, prior to additional transfers of ~\$45,000 to the reserve funds, to fund 2022 projects.

The breakdown of the net unanticipated positive variance of \$81,000 is shown below in Table 1:

Table 1

BUSINESS UNIT	Surplus/Deficit	Explanation	Additional Transfers to Reserves	Contribution to 2021 Increase in Accumulated Surplus
Watershed Mgmt Services	\$86,378	Permit revenues exceeded budget	-	\$86,378
Conservation Services	17,647	Wage savings due to redeployment of staff to special projects	40,000	(22,353)
Corporate Services	22,376	Wage savings due to vacancies/turnover and lower IT equipment costs due to transition to hosted/cloud IT infrastructure	5,353	17,023
	\$126,401		\$45,353	\$81,048

Revenues

Total revenues, before transfers to deferred revenues, were lower than budgeted revenues, but slightly higher, year over year (YoY), for the following reasons:

- Overall, government revenues were substantially lower than budget, due to timing of project revenues associated with the City of Windsor's Peche Island project. This accounted for approximately \$1.5million of the difference, which was offset by slightly higher Federal grant revenues for construction projects, habitat projects and water quality studies. Provincial grants were higher due to grants received for water quality initiatives and studies.
- Fee-for-service revenues significantly exceeded budget due to increased attendance at Holiday Beach accompanied by increased enforcement of admissions fees, higher than budgeted permit fees plus fee-for-service tree planting and restoration work.
- Other grants were higher than budgeted due to tree planting and restoration grants received from a US based non-profit organization, supporting tree planting.
- Grants from the Foundation were better than expected due to increased grants for the construction of the JRPH Conservation Centre.
- Deferred revenues are related to timing of grant payments, can vary dramatically from year to year and are difficult to predict. The variance from budget is primarily due to receiving grants and transfer payments specific to water quality initiatives, studies and restoration projects, in advance of incurring project expenses. Several grants were also received in late 2021, for 2022 conservation areas capital projects.

Expenses

Schedule 1/Appendix C Expenses- Watershed Management Services

- Overall, the expenses for Watershed Management Services of \$1.7million, are less than budgeted, due to timing of consulting expenses tied to Turkey Creek Hydrology Study and the conclusion of the Authority's direct staffing supports for Phase 1 of the County's Regional Energy Plan and related contracted consulting.
- Wage expenses were higher, due to turnover in the planning department, as staff from other functions, assisted in the transition and were engaged in reviewing applications and clearances while new staff were trained in role. Wages were also higher as senior administrative staff provided input and comments on a number of official plans updates.
- Overall, as noted in Table 1, Watershed Management Services contributed ~\$86k to the total unrestricted surplus of the Authority and related to permit fee revenues, which exceeded budget.

Schedule 2/Appendix C Expenses- Conservation Services

- Total departmental expenses of ~\$3.9 million were extremely consistent with the previous year, however approximately \$2million less than budgeted, as noted below:
 - Infrastructure additions and maintenance expenses of \$700,000 were included in the operating budget while approximately \$100,000 of expenses, relating to non-capitalized maintenance costs, were expensed, accounting for \$600,000 of the variance.
 - ~\$1.3 million variance relates to timing of the Peche Island project and postponement of other restoration activities, as noted above, but did not impact the operating surplus.
 - As noted in Table 1, the Conservation Services department contributed a small surplus of under \$18k to the overall financial surplus before additional transfers of \$40,000 to infrastructure reserves.

Schedule 3/Appendix C Expenses- Community Outreach Services

- In total, departmental expenses were slightly less than budgeted due to reduced supplies/plant material requirements for special projects for tree planting. This had no effect on the Authority's financial results.
- Wages were slightly less than budgeted as communication's staff were engaged in other initiatives of the Authority, which had a provision/budget for media and communication's supports.
- Overall, Community Outreach activities had no financial effect on the corporate surplus in 2021.

Schedule 4 Expenses/Appendix C - Corporate Services

- Corporate Services includes Administration, Finance, Human Resources and Information Management/Systems/Network. While actual 2021 expenses were slightly less than expected, it should be noted that IT related projects were delayed due to vendor procurement and selection process. However, since the majority of the consulting expense was expected to be financed through a reserve transfer, there was minimal effect on the departmental surplus.
- As noted in Table 1, the departmental activities contributed approximately \$22,000 before a small transfer of \$5k to the HR-related reserve. The Authority has committed to undertake external pay equity evaluations, for which the reserve may be required to fund the project and/or pay adjustments.
- Administration is working collaboratively with the Foundation to address the time and effort that is required of Authority staff to support the Foundation's compliance, governance and finance requirements. For 2022, the Foundation has approved a \$60,000 support grant, an increase of 50% from 2021. As the activity is non-mandatory, the Foundation is wholly responsible to support its own activities and operations and administrative staff is assisting the Foundation in evaluating options for service delivery.

Financial Condition Revisited

In November 2012, the Board of Directors directly responded to previously identified corporate sustainability threats: the looming infrastructure crisis; lack of reserves; and the accumulated operating deficit, by approving a five-year sustainability plan. Since that time, the Authority has continued to monitor indicators of its financial health.

The financial indicators included in BD 20/11, have been updated to include 2021 results and additional metrics have been added in order to report the progress, which was anticipated as a direct result of the Sustainability Plan implementation. The continuity schedule for financial indicators is included as Appendix A.

Infrastructure Reserve

As noted above, an infrastructure and major maintenance reserve was initiated and funded as part of the Sustainability Plan, to address degraded, failing and unsafe infrastructure. The asset management plan formed the basis of the replacement/repair plan and actual investments have been largely consistent with that plan. If the investment was not included in the original plan, it was made either: to address an emergency asset failure, to prevent more expensive future repairs; or to address a potential safety issue; or to prevent loss of material revenues; or government funds became available to add an additional or enhanced amenity (JRP Conservation Centre). Contributions to the infrastructure reserve fund are nearly \$3.9 million since the implementation of the Sustainability Plan in 2013 and during that time-frame the fund has financed almost \$3.77 million of investment in infrastructure. As of 12/31/2021, there was a balance of \$136,198 in the infrastructure reserve fund.

It should be noted that the infrastructure items shown in Appendix B were scheduled for replacement (or undertaken on an emergency basis), irrespective of available third-party grants and donations and that the additional contributions have facilitated a total of \$7.5 million investment in Authority infrastructure and capital maintenance over the past 9 years. The additional non-levy funding has reduced the burden on the reserve fund, in terms of dealing with emergency repairs and replacements, covering unforeseen project expenses and has also financed enhanced site amenities.

The continuity schedule shown in Appendix B does not convey the total project cost, but only the use of the infrastructure fund, to finance projects, either on a permanent or temporary basis, with totals as of December 31, 2021. The Essex Region Conservation Foundation contributes funds by soliciting organizations and companies to support key projects and executes multi-year funding agreements. Due to the nature of capital projects, projects are often completed in their entirety and the Authority accepts the funding transfer from the Foundation, as pledges are collected, leading to temporary use of the fund until full payment is made. The nine year investment in infrastructure, as funded or advanced by the reserve fund, is shown in Appendix B.

The complete listing of the Authority's reserves is shown on Schedule 5 of the Financial Statements.

Recommendation

Administration recommends that the draft audited Financial Statements of the Essex Region Conservation Authority, including the Independent Auditor's Report, for the year ended December 31, 2021, be approved and released as final audited Financial Statements.

Approved By:



Tim Byrne
CAO/Secretary Treasurer

Attachments:

- Appendix A – Financial Condition Indicators (2012-2021)
- Appendix B – Infrastructure Reserve Contributions/Uses
- Appendix C – Detailed Financial Activities By Program
- Draft Audited 2021 Financial Statements with Independent Auditor's Report (available under separate cover)

Appendix A-Financial Condition Indicators

Essex Region Conservation Authority

Financial Condition Indicators (2012-2021)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Sustainability Plan I.O (2013-2017)	Pre-Plan	Yr1	Yr2	Yr3	Yr4	Yr5				
Ratio – Financial Assets to Financial Liabilities	0.88	1.21	1.23	1.24	1.21	1.54	1.51	1.55	1.34	1.30
Annual investment - Infrastructure/Major Maintenance	\$160,201	\$248,800	\$637,600	\$683,800	\$1,640,000	\$1,067,600	\$509,500	\$360,800	\$1,456,000	\$914,200
Net Book Value as % of Total Historical Asset Cost (excluding land)	68%	66%	65%	67%	70%	75%	76%	73%	74%	73%
Accumulated Unrestricted Surplus/(Deficit)	(\$436,970)	(\$316,635)	(\$249,872)	(\$128,686)	(\$67,374)	\$133,746	\$116,063	\$118,223	\$52,332	\$133,380
Reserves(restricted/unrestricted)	\$199,587	\$822,109	\$973,716	\$942,050	\$968,305	\$1,251,856	\$1,293,887	\$1,448,539	\$1,191,398	\$1,221,251
Annual Levy (General)	\$1,640,206	\$1,684,210	\$1,746,936	\$1,767,435	\$1,906,833	\$1,997,733	\$2,098,752	\$2,188,667	\$2,336,666	\$2,485,204
Annual Levy (CW~GS)	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$969,414
Total Levies	\$2,690,206	\$2,734,210	\$2,796,936	\$2,817,435	\$2,956,833	\$3,047,733	\$3,148,752	\$3,238,667	\$3,386,666	\$3,454,618
Levy Increase		\$44,004	\$62,726	\$20,499	\$139,398	\$90,900	\$101,019	\$89,915	\$148,000	\$67,952
Levy allocated for infrastructure replacement		\$425,000	\$475,000	\$425,000	\$475,000	\$475,000	\$320,000	\$200,000	\$250,000	\$325,000
Levy allocated to other reserves	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$0	\$50,000	\$64,000
Levy allocated to land securement		\$141,400	\$139,400	\$156,900	\$158,600	\$170,226	\$458,600	\$582,600	\$510,095	\$525,099
Levy increase attributable to operations	\$208,256	\$44,004	\$14,726	\$52,999	\$87,698	\$79,274	\$17,645	\$85,915	\$120,505	(\$36,052)

Appendix B – Infrastructure Reserve Contributions/Uses

Infrastructure/Major Maintenance Reserve Continuity Schedule	2013	2014	2015	2016	2017	2018	2019	2020	2021	TOTAL
Infrastructure reserve contributions										
Opening balance	\$ 19,175									\$ 19,175
Infrastructure reserve contributions	425,000	425,000	425,000	425,000	425,000	120,000	204,000	250,000	315,000	3,014,000
Phased-in infrastructure replacement levy		50,000	50,000	100,000	150,000	200,000	-	-	-	550,000
Interest	1,995	5,464	7,971	8,144	9,937	9,600	12,000	10,000	-	65,111
Other/ERCF/MTO	245,000	13,768	-	-	-	-	-	-	-	258,768
	\$ 691,170	\$ 494,232	\$ 482,971	\$ 533,144	\$ 584,937	\$ 329,600	\$ 216,000	\$ 260,000	\$ 315,000	\$ 3,907,054
Infrastructure and major maintenance items:										
Cypher Systems Greenway				82,000	72,690		(80,000)	(71,250)	-	\$ 3,440
Devonwood trail & parking lot						77,000	(44,000)			33,000
Greenways resurfacing/signage /maintenance	32,079	2,200	7,599		266,773		-		-	308,651
Greenway risk remediation/netting		80,040								80,040
Greenway entrances/access									7,700	7,700
HBCA Beach washroom	56,580	195,237	332,160		-		-			583,977
HBCA Boardwalk					19,000	139,074	60,500			218,574
HBCA Cottage (site work, landscape/deck)				26,000	15,000					41,000
HBCA Investment feasibility plan							19,000			19,000
HBCA linear infrastructure (drainage/water/sewer/electrical)	45,458	21,544	12,399	57,500						136,901
HBCA -Classroom (in excess of ERCF\$)							13,559	(18,100)		(4,541)
HBCA -Playground (in excess of ERCF\$)							7,702	23,650		31,352
HBCA roads							179,800	105,472		285,272
HBCA shoreline remediation					3,000	66,400	8,400			77,800
HBCA Storm damages (in excess of insurance reserve\$)							5,245			5,245
HBCA workshop replacement						645	13,540	227,500	25,000	266,685
HMCA Entrance			14,882							14,882
JRPH Conservation Centre								73,260	347,800	421,060
JRPH parking lot expansion		30,000								30,000
JRPH Shoreline remediation								223,710	6,000	229,710
Kopegaron boardwalk			183,866	226,000						409,866
Maidstone boardwalk/gravel trail					84,173	90,550				174,723
Maidstone drainage	3,128	33,420								36,548
Millcreek Culverts	9,210	99,550	7,144							115,904
Misc major CA maintenance(P lots etc)		3,900								3,900
Ramps - accessibility				6,800						6,800
Ruthven Trail Extension				41,000						41,000
Rotary(Oldcastle) Hub	-	-	4,164	92,000	93,000	21,000	(59,504)			150,660
CA Signage							11,606	4,951		16,557
Civic Centre workshop heating/parking lot			4,400		20,750					25,150
	146,455	465,891	566,614	531,300	574,386	394,669	135,848	569,193	386,500	3,770,856
Closing balance	\$ 544,715	\$ 573,056	\$ 489,413	\$ 491,257	\$ 501,808	\$ 436,739	\$ 516,891	\$ 207,698	\$ 136,198	\$ 136,198

2021 DETAILED FINANCIAL ACTIVITIES BY PROGRAM

2021
AUDITED

2021
BUDGET

WATERSHED MANAGEMENT SERVICES

CATEGORY 1 MANDATORY SERVICES - RISKS OF NATURAL HAZARDS

DEVELOPMENT SERVICES

GENERAL LEVY	185,800	234,650
OTHER GRANTS/USER FEES/RECOVERIES	745,245	620,000
	<u>931,045</u>	<u>854,650</u>
WAGES	674,228	661,000
CONSULTING	-	1,000
SUPPLIES/OFFICE/JANITORIAL	30,687	17,000
VEHICLE/TRAVEL/EQUIP'T USAGE	14,343	20,500
CORP SUPPORT/SHARED SVCS	111,388	119,000
RENT/INS/TAXES/UTILITIES	27,325	23,000
DUES/MEMBERSHIPS	251	650
AUDIT AND LEGAL	-	10,000
CAP MAINT/LOW VALUE ASSETS	1,364	2,500
	<u>859,585</u>	<u>854,650</u>

PLANNING RELATED TO HAZARDS

GENERAL LEVY	98,550	89,550
OTHER GRANTS/USER FEES/RECOVERIES	113,965	10,000
	<u>212,515</u>	<u>99,550</u>
WAGES	163,494	84,500
SUPPLIES/OFFICE/JANITORIAL	2,987	1,550
VEHICLE/TRAVEL/EQUIP'T USAGE	-	500
CORP SUPPORT/SHARED SVCS	25,382	12,000
RENT/INS/TAXES/UTILITIES	5,000	1,000
	<u>196,863</u>	<u>99,550</u>

FLOOD /EROSION PROGRAM (\$3.39 PROV \$)

GENERAL LEVY	136,013	144,263
PROVINCIAL GRANTS	104,417	104,417
OTHER GRANTS/USER FEES/RECOVERIES	0	-
	<u>240,430</u>	<u>248,680</u>
WAGES	153,031	156,500
CONSULTING/INFO'N/DATA SVCS	39,731	35,500
SUPPLIES/OFFICE/JANITORIAL	4,591	8,680
VEHICLE/TRAVEL/EQUIP'T USAGE	3,982	6,000
CORP SUPPORT/SHARED SVCS	31,336	32,000
RENT/INS/TAXES/UTILITIES	8,000	10,000
	<u>240,671</u>	<u>248,680</u>

WATERSHED ENGINEERING/TECHNICAL STUDIES SUPPORTS

GENERAL LEVY	70,750	94,150
	<u>70,750</u>	<u>94,150</u>
WAGES	58,454	75,000
SUPPLIES/OFFICE/JANITORIAL	901	1,550
VEHICLE/TRAVEL/EQUIP'T USAGE	-	1,100
CORP SUPPORT/SHARED SVCS	9,222	15,000
RENT/INS/TAXES/UTILITIES	2,000	1,000
DUES/MEMBERSHIPS	270	500
	<u>70,846</u>	<u>94,150</u>

	2021 AUDITED	2021 BUDGET
CLIMATE CHANGE - HAZARDS		
GENERAL LEVY	-	25,000
	-	25,000
WAGES	-	21,500
CONSULTING	-	-
CORP SUPPORT/SHARED SVCS	-	3,500
	-	25,000
SUMMARY - CATEGORY 1 WMS MANDATORY SERVICES, RISKS OF NATURA		
GENERAL LEVY	491,113	587,613
PROVINCIAL GRANTS	104,417	104,417
OTHER GRANTS/USER FEES	876,710	630,000
TRANSFER TO/FROM DEF REVENUES	(17,500)	-
	1,454,740	1,322,030
WAGES & BENEFITS	1,049,207	998,500
SUPPLIES/SERVICES/OTHER	123,490	114,930
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	195,268	208,600
	1,367,965	1,322,030
SURPLUS/(DEFICIT)	86,775	-
CATEGORY 2 NON MANDATORY SERVICES -MUNICIPAL PROGRAMS		
PLANNING RELATED TO NATURAL HERITAGE		
GENERAL LEVY	65,500	-
CW~GS LEVY	-	-
OTHER GRANTS/USER FEES/RECOVERIES	-	91,000
	65,500	91,000
WAGES	56,930	76,000
VEHICLE/TRAVEL/EQUIP'T USAGE	20	-
CORP SUPPORT/SHARED SVCS	8,542	13,000
RENT/INS/TAXES/UTILITIES	-	2,000
	65,492	91,000
SUMMARY CATEGORY 2 NON MANDATORY SERVICES -MUNICIPAL PROGRAMS		
GENERAL LEVY	65,500	-
CW~GS LEVY	-	-
OTHER GRANTS/USER FEES	-	91,000
	65,500	91,000
WAGES & BENEFITS	56,930	76,000
SUPPLIES/SERVICES/OTHER	20	2,000
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	8,542	13,000
	65,492	91,000
SURPLUS/(DEFICIT)	8	-

	2021 AUDITED	2021 BUDGET
CATEGORY 3 NON MANDATORY SERVICES - TERM LIMITED MUNICIPAL PROJECTS/STUDIES		
MUNICIPAL WATER & EROSION CONTROL PROJECTS (50% PROV \$)		
MUNICIPAL	69,945	70,500
PROVINCIAL GRANTS	(26,652)	17,625
TRANSFERS (TO)/FROM DEFERRED REVENUES	34,298	52,875
	<u>77,591</u>	<u>141,000</u>
 DIRECT WAGES	 9,550	 750
CONSULTING/OUTSIDE ENGINEERING	27,930	44,250
CONSTRUCTION	37,918	96,000
TRAVEL/VEHICLE/ADMINISTRATION/OVERHEAD	2,203	-
	<u>77,600</u>	<u>141,000</u>
SPECIAL MUNICIPAL STUDIES/PROJECTS		
MUNICIPAL	122,380	355,000
PROVINCIAL GRANTS	-	-
FEDERAL GRANTS	22,500	-
TRANSFERS (TO)/FROM DEFERRED REVENUES	(15,279)	14,700
	<u>129,601</u>	<u>369,700</u>
 DIRECT WAGES	 10,454	 20,000
CONSULTING/OUTSIDE ENGINEERING	116,756	340,500
TRAVEL/VEHICLE/ADMINISTRATION/OVERHEAD	2,788	9,200
	<u>129,997</u>	<u>369,700</u>
SUMMARY CATEGORY 3 NON MANDATORY SERVICES - TERM LIMITED PROJECTS/STUDIES		
MUNICIPAL	192,325	425,500
PROVINCIAL GRANTS	(26,652)	17,625
FEDERAL GRANTS	22,500	-
TRANSFER TO/FROM DEF REVENUES	19,019	67,575
	<u>207,192</u>	<u>510,700</u>
 WAGES & BENEFITS	 20,004	 20,750
CONSTRUCTION/ENGINEERING/SUPPLIES	182,603	480,750
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	4,991	9,200
	<u>207,597</u>	<u>510,700</u>
 SURPLUS/(DEFICIT)	 (405)	 -

CONSERVATION SERVICES

CATEGORY 1 MANDATORY SERVICES - CONSERVATION LANDS MANAGEMENT		
GENERAL PROGRAM OPERATIONS, MANAGEMENT PLANS & LAND STRATEGIES		
GENERAL LEVY	147,815	179,215
FEDERAL GRANTS	-	25,000
	<u>147,815</u>	<u>204,215</u>
 WAGES	 124,238	 175,000
SUPPLIES/OFFICE/JANITORIAL	4,164	4,215
VEHICLE/TRAVEL/EQUIP'T USAGE	-	2,000
CORP SUPPORT/SHARED SVCS	19,421	23,000
SMALL MISC	-	-
	<u>147,823</u>	<u>204,215</u>

	2021 AUDITED	2021 BUDGET
CONSERVATION AREAS/GREEWAYS/OWNED PROPERTIES MAINTENANCE		
GENERAL LEVY	543,626	620,226
FEDERAL GRANTS	22,153	-
OTHER GRANTS/USER FEES	96,621	85,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	9,111	5,800
TRANSFERS TO/FROM RESERVES	(22,000)	(7,000)
	<u>649,511</u>	<u>704,026</u>
	255,471	313,500
CONSTRUCTION	9,580	-
ENGINEERING/CONSULTING	8,802	12,000
SUPPLIES/OFFICE/JANITORIAL	45,088	45,910
VEHICLE/TRAVEL/EQUIP'T USAGE	56,921	74,500
PLANT MAT/LANDOWNER GRANTS	1,909	16,300
CORP SUPPORT/SHARED SVCS	76,384	89,890
RENT/INS/TAXES/UTILITIES	121,018	118,200
AUDIT AND LEGAL	1,120	-
CAP MAINT/LOW VALUE ASSETS	69,583	32,976
SMALL MISC	2,583	750
	<u>648,458</u>	<u>704,026</u>
CAPITAL OR MAJOR MAINTENANCE/IMPROVEMENT PROJECTS		
GENERAL LEVY	71,100	15,000
MUNICIPAL	100,000	-
PROVINCIAL GRANTS	6,249	-
FEDERAL GRANTS	160,000	60,000
OTHER GRANTS/USER FEES	202,833	200,000
TRANSFERS TO/FROM RESERVES	371,500	425,000
	<u>911,682</u>	<u>700,000</u>
	5,563	15,000
WAGES	24,519	648,500
CONSTRUCTION	2,442	15,000
ENGINEERING/CONSULTING/SUB CONTRACTING	6,716	12,000
CONSTRUCTION SUPPLIES	395	-
VEHICLE/TRAVEL/EQUIP'T USAGE	14,850	9,500
CORP SUPPORT/SHARED SVCS	49,714	-
CAP MAINT/LOW VALUE ASSETS	<u>108,229</u>	<u>700,000</u>
JOHN R PARK HOMESTEAD		
GENERAL LEVY	90,000	90,000
CW~GS LEVY	97,065	97,065
PROVINCIAL GRANTS	23,688	23,688
FEDERAL GRANTS	15,221	-
OTHER GRANTS/USER FEES	17,833	69,550
TRANSFERS (TO)/FROM DEF REVENUES	-	-
TRANSFERS (TO)/FROM RESERVES	(10,000)	-
	<u>233,807</u>	<u>280,303</u>
	168,331	173,000
WAGES	-	10,000
CONSTRUCTION	-	1,500
CONSULTING/SUB K	20,144	32,503
SUPPLIES/OFFICE/JANITORIAL	1,583	300
VEHICLE/TRAVEL/EQUIP'T USAGE	25,144	25,000
CORP SUPPORT/SHARED SVCS	24,448	30,000
RENT/INS/TAXES/UTILITIES	6,978	7,000
CAP MAINT/LOW VALUE ASSETS	<u>250,396</u>	<u>280,303</u>

	2021 AUDITED	2021 BUDGET
TREE PLANTING AND RESTORATION -ERCA LANDS		
GENERAL LEVY	60,600	58,700
PROVINCIAL GRANTS	13,654	10,000
OTHER GRANTS/USER FEES	29,285	51,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	17,435	-
	<u>120,974</u>	<u>119,700</u>
WAGES	61,072	64,000
SUPPLIES/OFFICE/JANITORIAL	3,499	9,079
VEHICLE/TRAVEL/EQUIP'T USAGE	19,702	13,550
PLANT MAT/LANDOWNER GRANTS	24,495	14,071
CORP SUPPORT/SHARED SVCS	12,204	17,000
RENT/INS/TAXES/UTILITIES	-	2,000
	<u>120,972</u>	<u>119,700</u>
FLEET & FIELD EQUIPMENT		
GENERAL LEVY	50,000	-
OTHER GRANTS/USER FEES/RECOVERIES	193,232	173,000
TRANSFERS TO/FROM RESERVES	-	25,000
	<u>243,232</u>	<u>198,000</u>
MAINTENANCE/REPAIRS	74,347	60,000
FUEL	36,707	33,400
LICENCES/MISC/SMALL TOOLS	20,058	16,600
AMORTIZATION	90,115	88,000
	<u>221,226</u>	<u>198,000</u>
SUMMARY CATEGORY 1 MANDATORY SERVICES -LAND MGMT, (OWNED) CONSERVATION AREAS OPERATIONS,MAINTEN		
GENERAL LEVY	963,141	963,141
CW~GS LEVY	97,065	97,065
MUNICIPAL	100,000	-
PROVINCIAL GRANTS	43,591	40,688
FEDERAL GRANTS	197,374	85,000
OTHER GRANTS/USER FEES	665,601	571,550
IN-KIND	5,000	-
TRANSFER TO/FROM DEF REVENUES	(104,251)	5,800
TRANSFER TO/FROM RESERVES	339,500	443,000
	<u>2,307,021</u>	<u>2,206,244</u>
WAGES & BENEFITS	626,032	740,500
CONSTRUCTION/ENGINEERING/SUPPLIES	651,389	1,224,854
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	219,684	240,890
	<u>1,497,104</u>	<u>2,206,244</u>
SURPLUS/(DEFICIT)	809,917	-
CATEGORY 3 NON MANDATORY SERVICES - ONGOING ERCA CORE CONSERVATION-RELATED PROGRAMS		
LAND SECUREMENT		
CW~GS LEVY	525,099	500,000
FEDERAL GRANTS	-	-
TRANSFERS (TO)/FROM LAND ACQ FUND	(485,795)	(453,000)
	<u>39,304</u>	<u>47,000</u>
WAGES	14,686	17,000
LEGAL, SURVEYING,CONSULTNG	20,002	25,000
CORP SUPPORT/SHARED SVCS	4,617	5,000
	<u>39,305</u>	<u>47,000</u>

	2021 AUDITED	2021 BUDGET
RESTORATION/TREE PLANTING PROGRAM - NON ERCA PROPERTIES		
CW~GS LEVY	60,000	60,000
PROVINCIAL GRANTS	31,782	62,500
FEDERAL GRANTS	28,499	28,000
OTHER GRANTS/USER FEES	461,354	297,300
IN-KIND	14,478	-
TRANSFERS (TO)/FROM DEFERRED REVENUES	45,285	4,400
	<u>641,397</u>	<u>452,200</u>
WAGES	197,777	150,500
ENGINEERING/CONSULTING/SUB-CONTRACTING	21,734	-
SUPPLIES/OFFICE/JANITORIAL	17,944	10,700
VEHICLE/TRAVEL/EQUIP'T USAGE	28,169	30,100
PLANT MAT/LANDOWNER GRANTS	276,469	205,500
CORP SUPPORT/SHARED SVCS	73,625	48,900
RENT/INS/TAXES/UTILITIES	8,857	5,000
IN KIND SVCS SUPPLIES	14,478	-
CAP MAINT/LOW VALUE ASSETS	2,300	1,000
SMALL MISC	-	500
	<u>641,352</u>	<u>452,200</u>
HOLIDAY BEACH (OPERATED UNDER MGMT AGREEMENT)		
CW~GS LEVY	-	27,000
SELF GENERATED	324,876	251,800
	<u>324,876</u>	<u>278,800</u>
WAGES	162,625	133,250
ENGINEERING/CONSULTING/SUB CONTRACTING	999	2,500
SUPPLIES/OFFICE/JANITORIAL	55,835	39,778
VEHICLE/TRAVEL/EQUIP'T USAGE	23,535	16,322
CORP SUPPORT/SHARED SVCS	34,138	31,600
RENT/INS/TAXES/UTILITIES	39,350	32,600
AUDIT AND LEGAL	500	-
MAJOR MAINT/ROADS/VEGETATION	8,104	22,250
SMALL MISC	-	500
	<u>325,086</u>	<u>278,800</u>
SUMMARY CATEGORY 3 NON MANDATORY SERVICES - ERCA ONGOING CC		
CW~GS LEVY	585,099	587,000
PROVINCIAL GRANTS	31,782	62,500
FEDERAL GRANTS	28,499	28,000
OTHER GRANTS/USER FEES	786,229	549,100
IN-KIND	14,478	-
TRANSFER TO/FROM DEF REVENUES	(440,510)	(448,600)
	<u>1,005,577</u>	<u>778,000</u>
WAGES & BENEFITS	375,088	300,750
OTHER OPERATING/SITE SUPPLIES/PROF SERVICES	471,712	353,714
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	158,943	123,536
	<u>1,005,743</u>	<u>778,000</u>
SURPLUS/(DEFICIT)	(166)	-

	2021 AUDITED	2021 BUDGET
CATEGORY 3 NON MANDATORY SERVICES - FEE FOR SERVICE TERM-LIMITED PROJECTS/CONTRACTS		
FEE FOR SERVICE RESTORATION PROJECTS & HABITAT STUDIES		
MUNICIPAL	86,326	1,507,000
PROVINCIAL GRANTS	15,000	75,000
FEDERAL GRANTS	304,882	280,000
OTHER GRANTS/USER FEES	59,838	50,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	5,702	78,575
	471,748	1,990,575
WAGES	73,159	67,000
CONSTRUCTION	262,185	1,765,000
ENGINEERING/CONSULTING/SUB-CONTRACTING	105,614	125,000
SUPPLIES/OFFICE/JANITORIAL	3,602	5,000
VEHICLE/TRAVEL/EQUIP'T USAGE	8,938	7,000
CORP SUPPORT/SHARED SVCS	13,495	20,575
RENT/INS/TAXES/UTILITIES	590	1,000
SMALL MISC	4,230	-
	471,812	1,990,575
FEE FOR SERVICE PROPERTY MAINTENANCE/MANAGEMENT		
OTHER GRANTS/USER FEES	8,389	5,750
TRANSFERS (TO)/FROM DEFERRED REVENUES	3,200	-
	11,589	5,750
WAGES	8,769	4,000
SUPPLIES/OFFICE/JANITORIAL	(341)	-
VEHICLE/TRAVEL/EQUIP'T USAGE	1,367	1,000
CORP SUPPORT/SHARED SVCS	1,553	750
RENT/INS/TAXES/UTILITIES	302	-
SMALL MISC	-	-
	11,650	5,750
SUMMARY CATEGORY 3 NON MANDATORY SERVICES - FEE FOR SERVICE C		
MUNICIPAL	86,326	1,507,000
PROVINCIAL GRANTS	15,000	75,000
FEDERAL GRANTS	304,882	280,000
OTHER GRANTS/USER FEES	68,227	55,750
TRANSFER TO/FROM DEF REVENUES	8,902	78,575
	483,337	1,996,325
WAGES & BENEFITS	81,928	71,000
CONSTRUCTION/SUPPLIES/OTHER	376,205	1,896,000
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	25,328	29,325
	483,462	1,996,325
SURPLUS/(DEFICIT)	(125)	-

WATERSHED RESEARCH

CATEGORY 1 MANDATORY SERVICE - ESSEX REGION SOURCE PROTECTION AUTHORITY (Under Clean Water Act,2006)

PROVINCIAL GRANTS	121,892	95,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	(26,371)	-
	95,522	95,000
WAGES	77,603	80,000
SUPPLIES/OFFICE/JANITORIAL	1,005	-
CORP SUPPORT/SHARED SVCS	11,176	12,000
RENT/INS/TAXES/UTILITIES	1,493	-
PER DIEMS/MISC	4,245	3,000
	95,522	95,000

CATEGORY 2 MUNICIPAL SERVICES - RISK MANAGEMENT SERVICES (PART IV CWA, 2006)

	2021 AUDITED	2021 BUDGET
MUNICIPAL	25,434	12,000
	25,434	12,000
WAGES	19,889	10,000
SUPPLIES/OFFICE/JANITORIAL	348	500
CORP SUPPORT/SHARED SVCS	3,235	1,500
RENT/INS/TAXES/UTILITIES	1,962	-
MISC SUPPLIES	-	-
	25,434	12,000
CATEGORY 3 NON MANDATORY SERVICE - ONGOING ERCA CORE WATER QUALITY/RESEARCH PROGRAM		
WATERSHED WATER QUALITY PROGRAM		
CW~GS LEVY	72,750	72,750
FEDERAL GRANTS	5,000	-
TRANSFERS (TO)/FROM DEFERRED REVENUES	(56,500)	-
	21,250	72,750
WAGES	868	44,500
CONSULTING/SUB CONTRACTING	13,556	10,000
SUPPLIES/OFFICE/JANITORIAL	1,548	2,400
VEHICLE/TRAVEL/EQUIP'T USAGE	1,808	4,500
CORP SUPPORT/SHARED SVCS	2,056	11,000
RENT/INS/TAXES/UTILITIES	1,235	350
DUES/MEMBERSHIPS	171	-
SMALL MISC	-	-
	21,242	72,750
DEMONSTRATION/CROP RESEARCH FARM		
CW~GS LEVY	35,000	35,000
OTHER	19,414	16,600
TRANSFERS (TO)/FROM DEFERRED REVENUES	(35,000)	-
	19,414	51,600
WAGES	6,768	35,000
SUPPLIES/OFFICE/JANITORIAL	1,260	6,000
VEHICLE/TRAVEL/EQUIP'T USAGE	4,550	1,500
PLANT MAT/LANDOWNER GRANTS	852	-
CORP SUPPORT/SHARED SVCS	1,973	6,000
RENT/INS/TAXES/UTILITIES	350	-
DUES/MEMBERSHIPS	259	300
TECHNICAL EQUIPMENT	769	800
SMALL MISC	2,611	2,000
	19,393	51,600
LANDOWNER STEWARDSHIP PROGRAM		
CW~GS LEVY	35,000	35,000
IN-KIND	4,722	20,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	(22,300)	3,000
	17,422	58,000
VEHICLE/TRAVEL/EQUIP'T USAGE	215	2,000
PLANT MAT/LANDOWNER GRANTS	8,669	25,000
CORP SUPPORT/SHARED SVCS	2,279	5,000
RENT/INS/TAXES/UTILITIES	128	-
IN KIND SVCS SUPPLIES	4,722	20,000
SMALL MISC	1,460	6,000
	17,473	58,000
SUMMARY CATEGORY 3 NON MANDATORY SERVICES - ERCA ONGOING W		
CW~GS LEVY	142,750	142,750
FEDERAL GRANTS	5,000	-
OTHER GRANTS/USER FEES	19,414	16,600

	2021 AUDITED	2021 BUDGET
IN-KIND	4,722	20,000
TRANSFER TO/FROM DEF REVENUES	(113,800)	3,000
	58,086	182,350
WAGES & BENEFITS	9,096	85,500
SUPPLIES/TECH SERVICES/EQUIP'T	37,634	67,350
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	11,378	29,500
	58,108	182,350
SURPLUS/(DEFICIT)	(22)	-

CATEGORY 3 NON MANDATORY SERVICES - TERM LIMITED GRANT-FUNDED/FEE-FOR-SERVICE PROJECTS/STUDIES

DETROIT RIVER CANADIAN CLEANUP		
PROVINCIAL GRANTS	85,000	-
FEDERAL GRANTS	99,833	73,500
OTHER GRANTS/USER FEES	1,000	-
TRANSFERS (TO)/FROM DEFERRED REVENUES	(26,339)	73,500
	159,494	147,000
WAGES	126,422	110,000
ENGINEERING/CONSULTING	-	-
SUPPLIES/OFFICE/JANITORIAL	6,047	7,500
VEHICLE/TRAVEL/EQUIP'T USAGE	4,701	250
PLANT MAT/LANDOWNER GRANTS	-	10,000
CORP SUPPORT/SHARED SVCS	20,794	19,000
RENT/INS/TAXES/UTILITIES	1,530	250
SMALL MISC	-	-
	159,494	147,000
REGIONAL ENERGY PLAN & CLIMATE CHANGE STUDIES		
MUNICIPAL	50,675	79,100
FEDERAL GRANTS	29,790	23,000
OTHER GRANTS/USER FEES	-	10,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	33,376	51,000
	113,841	163,100
WAGES	79,361	65,000
ENGINEERING/CONSULTING	19,754	87,000
SUPPLIES/OFFICE/JANITORIAL	1,205	-
VEHICLE/TRAVEL/EQUIP'T USAGE	-	-
CORP SUPPORT/SHARED SVCS	12,853	11,100
RENT/INS/TAXES/UTILITIES	1,033	-
SMALL MISC	-	-
	114,206	163,100

	2021 AUDITED	2021 BUDGET
OTHER WATER QUALITY STUDIES (FED\$ & PROV\$)		
PROVINCIAL GRANTS	489,593	296,000
FEDERAL GRANTS	275,560	240,000
IN-KIND	6,413	-
TRANSFERS (TO)/FROM DEFERRED REVENUES	(158,726)	-
	<u>612,839</u>	<u>536,000</u>
WAGES	311,790	247,295
CONSTRUCTION	-	30,000
CONSULTING/SUB CONTRACTING	29,534	71,705
SUPPLIES/OFFICE/JANITORIAL	18,369	2,000
VEHICLE/TRAVEL/EQUIP'T USAGE	10,750	8,000
PLANT MAT/LANDOWNER GRANTS	161,261	114,000
CORP SUPPORT/SHARED SVCS	64,090	58,000
RENT/INS/TAXES/UTILITIES	3,169	-
IN KIND SVCS SUPPLIES	6,413	-
TECHNICAL EQUIPMENT	7,463	5,000
SMALL MISC	-	-
	<u>612,839</u>	<u>536,000</u>
OTHER WATER QUALITY FEE FOR SERVICE (SAMPLING/DATA/ANALYSIS)		
FEDERAL GRANTS	22,454	-
OTHER	23,000	21,985
	<u>45,454</u>	<u>21,985</u>
WAGES	35,822	16,500
CONSULTING/SUB CONTRACTING	1,791	600
SUPPLIES/OFFICE/JANITORIAL	485	185
VEHICLE/TRAVEL/EQUIP'T USAGE	1,906	1,900
CORP SUPPORT/SHARED SVCS	5,204	2,800
RENT/INS/TAXES/UTILITIES	236	-
SMALL MISC	-	-
	<u>45,443</u>	<u>21,985</u>
SUMMARY CATEGORY 3 NON MANDATORY SERVICES - TERM LIMITED GRANT-FUNDED/FEE-FOR-SERVICE PROJECTS/STUDIES		
MUNICIPAL	50,675	79,100
PROVINCIAL GRANTS	574,593	296,000
FEDERAL GRANTS	427,637	336,500
OTHER GRANTS/USER FEES	24,000	31,985
IN-KIND	6,413	-
TRANSFER TO/FROM DEF REVENUES	(151,689)	124,500
	<u>931,629</u>	<u>868,085</u>
WAGES & BENEFITS	553,394	438,795
SUBSIDIES/MATERIALS/TECH SVCS/EQUIP'T	262,582	328,240
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	116,005	101,050
	<u>931,982</u>	<u>868,085</u>
SURPLUS/(DEFICIT)	(353)	-

	2021 AUDITED	2021 BUDGET
COMMUNITY SERVICES		

CATEGORY 1 MANDATORY SERVICES- SUPPORTS ALL MANDATORY SERVICES		
CORPORATE COMMUNICATIONS		

GENERAL LEVY	167,350	177,700
ERCF/OTHER GRANTS	21,667	20,000
	<u>189,017</u>	<u>197,700</u>
WAGES	174,457	192,000
CONSULTING	-	-
SUPPLIES/OFFICE/JANITORIAL	14,110	4,800
VEHICLE/TRAVEL/EQUIP'T USAGE	-	450
CAP MAINT/LOW VALUE ASSETS	-	450
SMALL MISC	-	-
	<u>188,567</u>	<u>197,700</u>

CATEGORY 3 NON MANDATORY SERVICES - ONGOING ERCA STAKEHOLDER ENGAGEMENT, OUTREACH & EDUCATION		
OUTDOOR & CONSERVATION EDUCATION		

GENERAL LEVY	10,350	-
CW~GS LEVY	31,000	16,000
ERCF GRANTS	28,800	25,000
OTHER GRANTS/USER FEES	25,210	25,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	(24,300)	3,000
	<u>71,060</u>	<u>69,000</u>
WAGES	59,863	55,000
SUPPLIES/OFFICE/JANITORIAL	505	2,670
VEHICLE/TRAVEL/EQUIP'T USAGE	252	830
CORP SUPPORT/SHARED SVCS	9,328	10,000
RENT/INS/TAXES/UTILITIES	1,565	500
SMALL MISC	-	-
	<u>71,513</u>	<u>69,000</u>

OUTREACH & ENGAGEMENT		
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CW~GS LEVY	49,500	62,600
OTHER GRANTS/USER FEES	6,835	30,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	(750)	-
	<u>55,585</u>	<u>92,600</u>
WAGES	42,433	42,000
SUPPLIES/OFFICE/JANITORIAL	3,715	6,150
VEHICLE/TRAVEL/EQUIP'T USAGE	1,024	3,200
PARTNER GRANTS/PLANT MATERIAL	-	19,000
CORP SUPPORT/SHARED SVCS	7,036	21,000
RENT/INS/TAXES/UTILITIES	1,221	750
CAP MAINT/LOW VALUE ASSETS	-	500
TOTAL EXPENSES	55,601	92,600
SMALL MISC	173	-
	<u>55,601</u>	<u>92,600</u>

SUMMARY CATEGORY 3 NON MANDATORY SERVICES - ERCA ONGOING ST		
CW~GS LEVY	49,500	62,600
OTHER GRANTS/USER FEES	6,835	30,000
TRANSFER TO/FROM DEF REVENUES	(750)	-
	<u>55,585</u>	<u>92,600</u>
WAGES & BENEFITS	42,433	42,000
OTHER OPERATING/SITE SUPPLIES/PROF SERVICES	5,108	26,600
INTERNAL RECOVERIES FOR SHARED SVCS/FLEET	8,060	24,000
	<u>55,601</u>	<u>92,600</u>
SURPLUS/(DEFICIT)	(16)	-

	2021 AUDITED	2021 BUDGET
CATEGORY 3 NON MANDATORY SERVICES - FUNDRAISING/COMMUNITY EVENTS & GRANT FUNDED TERM PROJECTS		
FEDERAL GRANTS	4,750	-
OTHER GRANTS/USER FEES	61,810	32,000
TRANSFERS (TO)/FROM DEFERRED REVENUES	(18,127)	35,500
	<u>48,433</u>	<u>67,500</u>
WAGES	25,210	17,000
TREES/SUPPLIES	23,340	50,500
	<u>48,551</u>	<u>67,500</u>

CORPORATE SERVICES

CATEGORY 1 MANDATORY SERVICES- CORPORATE & SUPPORT FUNCTIONS		
ADMINISTRATION, GOVERNANCE, RISK, COMPLIANCE, HR, FINANCE & IM/IT		
GENERAL LEVY	487,750	456,750
OTHER GRANTS/USER FEES/RECOVERIES	647,971	660,000
TRANSFERS (TO)/FROM RESERVES	(5,353)	15,000
	<u>1,130,368</u>	<u>1,131,750</u>
WAGES	771,624	784,000
MEMBER EXPENSES/CO DUES	54,101	57,500
AUDIT/LEGAL/CONSULTING	45,786	54,900
SUPPLIES/EQUIPT/NETWORK	55,925	59,350
OCCUPANCY/PHONE	145,670	142,500
TRAVEL & BD/STAFF MEETINGS	710	2,000
RETIREE BENEFITS	19,842	16,000
	<u>1,093,658</u>	<u>1,116,250</u>

CORPORATE SPECIAL PROJECTS (RECORDS/IS/IT)		
TRANSFERS FROM RESERVES	-	25,000
	<u>-</u>	<u>25,000</u>
CONSULTING/OTHER	-	25,000
	<u>-</u>	<u>25,000</u>

RESERVES		
GENERAL LEVY	300,000	300,000
CWGS	64,000	64,000
TRANSFER TO/FROM RESERVES	(364,000)	(364,000)
	<u>-</u>	<u>-</u>

SUMMARY CATEGORY 1 MANDATORY SERVICES - CORPORATE SERVICES		
GENERAL LEVY	787,750	756,750
CW~GS LEVY	64,000	64,000
OTHER GRANTS/USER FEES	647,971	660,000
TRANSFER TO/FROM RESERVES	(369,353)	(324,000)
	<u>1,130,368</u>	<u>1,156,750</u>
WAGES & BENEFITS	771,624	784,000
OTHER OPERATING/SUPPLIES/PROF SERVICES	322,034	357,250
	<u>1,093,658</u>	<u>1,141,250</u>
SURPLUS/(DEFICIT)	<u>36,710</u>	<u>15,500</u>

NON MANDATORY SERVICES- ESSEX REGION CONSERVATION GOVERNANCE & FINANCE SUPPORTS		
GRANT FROM FOUNDATION, FOR STAFF SUPPORTS	18,333	10,000
ERCF-RELATED WAGE SUPPORTS	37,883	25,500
NET FINANCIAL SUPPORT OF/(PROVIDED BY) ERCF	<u>(19,550)</u>	<u>(15,500)</u>

	2021 AUDITED	2021 BUDGET
AUTHORITY FINANCIAL SUMMARY OF PROGRAMS & SERVICES BY CATEGORY		
Programs & Services associated with Risks of Hazards, Conservation of Lands*, & Drinking Water Source Protection		
Total Municipal Levies associated with mandatory programs & services	2,564,819	2,631,269
Other Government \$	301,025	265,105
Self-generated/Other grants	1,441,000	1,307,360
Deferred Revenue Transfers	(17,324)	5,800
	4,289,520	4,209,534
Reserve transfers	(401,353)	(306,000)
Total revenues associated with mandatory programs & services	3,888,167	3,903,534
Operational Expenses associated with mandatory services		
Wages & benefits -ERCA operations	2,770,747	2,872,500
Plant material, removals and landowner subsidies - ERCA operations	26,404	30,371
Site & operational supplies/services - Conservation Areas	78,184	77,821
Office supplies & expenses - other ERCA programs	15,396	19,130
Occupancy, taxes, utilities & waste removal	275,019	282,860
Maintenance, repairs & security-sites	69,427	46,100
Maintenance, repairs & supplies-fleet/equipment	111,194	100,900
Equipment, software/hardware & website- ERCA operations	72,217	95,173
Technical & sub-contracted services/consulting - ERCA operations	65,875	75,000
Insurance, audit & legal	113,671	106,600
Dues & memberships	45,911	49,229
Travel, training & professional development	5,914	15,750
Board ,committee & meeting expenses	19,245	19,000
Bank, credit card charges and interest	20,941	9,600
Fleet/Equipment replacement	93,246	88,000
Total operational expenses -mandatory programs	3,783,391	3,888,034
Operating surplus/(Deficit) - mandatory programs/services	104,776	15,500
Capital projects associated with conservation areas infrastructure		
Total Municipal Levies associated with capital projects/infrastructure	71,100	15,000
Transfers from Infrastructure Reserve	371,500	425,000
Grants from ERCF/Other funders	469,082	260,000
Total revenues associated with capital projects/infrastructure	911,682	700,000
Construction/engineering-ERCA capital projects (transferred to TCA at y/e)	102,666	685,000
Wages	5,563	15,000
Capitalized Infrastructure replacement	805,973	
Total ERCA infrastructure investment	914,202	700,000
Surplus/(Deficit) - capital projects	(2,520)	-
TOTAL SURPLUS/(DEFICIT)-MANDATORY PROGRAMS/SVCS	102,256	15,500
CATEGORY 3 NON MANDATORY PROGRAMS & SERVICES		
On-going recurring core watershed programs & services		
Total Municipal Levies associated with NM programs & services	818,699	808,350
Other Government \$	65,281	90,500
Self-generated/Other grants	904,021	675,700
Deferred Revenue Transfers	(577,560)	(442,600)
Total revenues associated with ERCA-ongoing non-mandatory programs & service	1,210,441	1,131,950
Expenses associated with ERCA ongoing non-mandatory programs & services		
Wages & benefits -non mandatory operations	526,282	508,750
Construction& consulting engineering	29,043	17,500
Plants, removals and landowner subsidies	286,729	262,500
Supplies	40,270	44,085
Maintenance, repairs & security	22,502	19,086
Occupancy, taxes, utilities & waste removal	38,559	36,653
Equipment, software/hardware & website	8,379	6,750
Lab, data, technical & sub-contracted services	28,046	12,000
Insurance & legal	26,113	24,600
Dues & memberships	4,043	450
Travel, training & professional development	1,279	2,790

	2021 AUDITED	2021 BUDGET
Bank, credit card charges and interest	11,911	4,500
In-kind supplies & services	19,200	20,000
Recoveries-shared/corp svcs/fleet	188,353	187,786
	1,230,709	1,147,450
Surplus/(Deficit) associated with ERCA-ongoing NM programs & services	(20,267)	(15,500)
Category 2 & 3 Municipal and Non Mandatory Term-limited projects with special grants and fixed terms		
Municipal Special Project/Fee For Service	354,760	2,023,600
Other Government \$	1,322,711	1,005,125
Self-generated/Other grants	160,449	119,735
Deferred Revenue Transfer	(143,695)	306,150
Total Revenues associated with term limited 3rd-party funded projects & services	1,694,225	3,454,610
Expenses associated with term limited 3rd-party funded projects & services		
Wages & benefits -special grant & municipal projects	698,506	557,545
Construction& consulting engineering-special grant & municipal	576,700	2,537,750
Plants, removals and landowner subsidies-special grant projects	171,984	160,000
Program supplies- special grant projects	29,365	23,185
Maintenance, repairs & security	846	-
Occupancy, taxes, utilities & waste removal	642	1,000
Equipment, software/hardware & website-special grant projects	21,590	6,000
Lab, data, technical & sub-contracted services -special grant	24,781	22,305
Insurance & legal	8,822	1,250
Dues & memberships	-	-
Travel, training & professional development	891	-
Bank, credit card charges and interest	1,272	-
In-kind supplies & services	6,413	-
Recoveries-shared/corp svcs/fleet	153,354	145,575
	1,695,165	3,454,610
Surplus/(Deficit) associated with term limited 3rd party funded projects & services	(940)	-
SURPLUS/(DEFICIT) ASSOCIATED WITH ALL NMS & ACTIVITIES	(21,208)	(15,500)
Consolidated Surplus(Deficit)	81,048	-
Municipal Levies associated with mandatory services	2,635,919	2,646,269
Municipal Levies associated with non-mandatory services	818,699	808,350
Total Municipal Levies	3,454,618	3,454,619

Levy - Operations	\$ 2,485,204	\$ 2,485,204
Levy - Clean Water~Green Spaces	969,414	969,415
Total Municipal Levy	3,454,618	3,454,619
Water & erosion control infrastructure and special projects	429,326	2,011,600
Risk management services	25,434	12,000
	3,909,378	5,478,219
Provincial		
Section 39 Flood/Erosion Program	104,417	104,417
Drinking Water Source Protection	121,892	95,000
WECI	(26,652)	17,625
Other (CMOG, SEO etc)	664,966	474,188
	864,624	691,230
Federal	990,642	729,500
Total Government Transfer Payments & Fees-For-Services	5,764,644	6,898,949

	2021 AUDITED	2021 BUDGET
Other revenues		
Permit and applicant fees - mandatory services	859,210	721,000
Admissions, program fees & other services	741,159	498,385
Leases & property rentals	85,937	80,600
Donations and other grants		
General	262,518	193,500
Essex Region Conservation Foundation grants	460,780	421,500
In-kind contributions	30,613	20,000
Interest income	31,251	30,000
Gain on sale of assets	22,500	-
Total other revenues	2,493,969	1,964,985
Transfers from/(to) deferred revenues	(869,377)	(130,650)
Interdepartmental recoveries	781,190	803,000
TOTAL REVENUES	\$ 8,170,426	\$ 9,536,284
EXPENSES BY CLASSIFICATION		
Wages & benefits -ERCA operations	\$ 3,302,592	\$ 3,396,250
Wages & benefits -special grant projects	698,506	557,545
Construction-municipal projects	182,603	481,750
Construction-special grant projects	409,287	1,977,000
Construction-ERCA capital projects	73,378	818,000
Plant material, removals and landowner subsidies-special grant projects	471,747	368,571
Plant material, removals and landowner subsidies - ERCA operations	13,371	84,300
Program supplies- special grant projects	43,816	39,785
Site & operational supplies - Conservation Areas	98,654	75,899
Office supplies & expenses - other ERCA operations	24,702	35,037
Maintenance, repairs & security-sites	83,497	55,186
Maintenance, repairs & supplies-fleet/equipment	111,194	100,900
Equipment, software/hardware & website-special grant projects	23,915	10,000
Equipment, software/hardware & website- ERCA operations	122,035	97,923
Lab, data, technical & sub-contracted services -special grant	37,563	34,305
Lab, data, technical & sub-contracted services - ERCA operations	66,957	52,500
Insurance, audit & legal	148,606	132,450
Dues & memberships	49,954	49,679
Travel, training & professional development	8,084	18,540
Board ,committee & meeting expenses	19,245	19,000
Bank, credit card charges and interest	34,124	14,100
In-kind supplies & services	25,613	20,000
Amortization	377,743	315,500
Internal recoveries included in revenues	776,376	808,051
TOTAL EXPENSES	\$ 7,521,810	\$ 9,882,784
Total Revenues	8,176,687	9,536,284
Total Expenses	7,521,810	9,882,784
SURPLUS/(DEFICIT) (ACCRUAL BASIS)	654,877	(346,500)
ADD/SUBTRACT: NON CASH ITEMS		
Donation of land to ERCA	-	-
Gain/loss on asset disposal	(22,500)	-
Amortization	377,743	315,500
Transfers from Reserves (Per Schedule)	-	-
DEDUCT: CAPITAL ITEMS		
Land acquisition	-	-
Purchased fleet/equipment	(93,246)	(88,000)
Infrastructure additions	(805,973)	-
(DECREASE)/INCREASE IN NET SURPLUS (prior to reserve transfers)	110,901	(119,000)
TRANSFER (TO)/FROM RESERVES (Per Schedule)	(29,853)	119,000
FUND SURPLUS	\$ 81,048	\$ -

Essex Region Conservation Authority

**Financial Statements
December 31, 2021**

INDEPENDENT AUDITOR'S REPORT

To the Directors of Essex Region Conservation Authority

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Essex Region Conservation Authority, which comprise:

- the statement of financial position as at December 31, 2021
- the statement of operations for the year then ended
- the statement of cash flow for the year then ended
- the statement of net surplus for the year then ended
- and notes to the financial statements including summary of accounting policies.

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

In our opinion, the accompanying financial statements present fairly, in all material respects the financial position of Essex Region Conservation Authority as at December 31, 2021, and its results of operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of Essex Region Conservation Authority in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises the Annual Report, but does not include the financial statement and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information, and in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

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

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

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

Those charged with governance are responsible for overseeing Essex Region Conservation Authority's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Essex Region Conservation Authority's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on Essex Region Conservation Authority's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause Essex Region Conservation Authority to cease to continue as a going concern.
- Evaluate the overall presentation, structure, and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**HICKS, MacPHERSON, IATONNA
& DRIEDGER LLP**

*Hicks, MacPherson, Iatonna
& Driedger LLP*

Chartered Professional Accountants
Licensed Public Accountants

Leamington, Ontario
June 23, 2022

Essex Region Conservation Authority
Statement of Financial Position
December 31

	2021	2020
Financial Assets		
Cash and cash equivalents (Note 1(i))	4,815,475	\$ 3,175,037
Accounts receivable (Note 4)	809,108	1,589,059
	5,624,583	4,764,097
Financial Liabilities		
Accounts payable and accrued liabilities	715,635	829,063
Deferred revenues	3,598,584	2,729,208
	4,314,219	3,558,271
Net Surplus	1,310,364	1,205,826
Non-Financial Assets		
Tangible capital assets (Notes 1(c) and 2)	21,666,332	21,122,356
Prepaid expenses and inventory	44,267	37,903
	21,710,598	21,160,259
Accumulated surplus	\$ 23,020,962	\$ 22,366,085
Accumulated surplus consists of:		
Operating surplus	\$ 133,380	\$ 52,331
Reserves (Note 1(d) and Schedule 5)	1,221,251	1,191,398
Equity in tangible capital assets	21,666,332	21,122,356
	\$ 23,020,962	\$ 22,366,085

The accompanying notes and schedules are an integral part of these financial statements.

On behalf of the Board:



Chair



Secretary-Treasurer

Essex Region Conservation Authority
Statement of Operations
for the years ended December 31

	2021 Budget (note 7)	2021 Actual	2020 Actual
Revenues			
Government grants & transfer payments:			
Provincial - Section 39	\$ 104,417	\$ 104,417	\$ 104,417
- Drinking Source Water Protection Program	95,000	121,892	52,734
- MNR (Water & Erosion Control Infrastructure) (recovery)	17,625	(26,652)	52,875
- Other	474,188	664,966	519,926
Federal	729,500	990,642	996,414
Municipal			
Levy - General	2,485,204	2,485,204	2,336,666
Levy - Special	969,415	969,414	1,050,000
Remedial projects, studies and risk management services	2,023,600	454,760	1,088,846
Total government revenues	6,898,949	5,764,644	6,201,879
Self-generated & other revenues			
Fee for service, program fees & admissions	1,219,385	1,606,630	1,145,495
Leases & property rentals	80,600	85,937	80,255
Interdepartmental recoveries	803,000	781,190	676,066
Donations & other grants			
General	193,500	262,518	156,010
Essex Region Conservation Foundation (note 10)	421,500	460,780	544,276
In-kind contributions	20,000	30,613	39,222
Interest and miscellaneous income	30,000	31,251	64,690
Net gain on disposal of assets	-	22,500	-
Total other revenues	2,767,985	3,281,420	2,706,015
Change in deferred revenue			
Net transfers to deferred revenue	(130,650)	(869,377)	(545,651)
TOTAL REVENUES	9,536,284	8,176,687	8,362,242
Expenses			
Watershed management services (Schedule 1)	2,086,830	1,755,260	1,801,569
Conservation services (Schedule 2)	5,886,904	3,893,034	3,884,950
Communications & outreach (Schedule 3)	406,800	342,565	299,602
Corporate services (Schedule 4)	1,186,750	1,153,208	991,376
	9,567,284	7,144,067	6,977,497
Amortization (note 2)	315,500	377,743	309,545
Total expenses before extraordinary item	9,882,784	7,521,810	7,287,042
Extraordinary item (note 12)	-	-	292,742
TOTAL EXPENSES	9,882,784	7,521,810	7,579,784
Net Surplus (Deficit) for the Year	(346,500)	654,877	782,458
Accumulated Surplus, Beginning of Year	22,366,085	22,366,085	21,583,627
Accumulated Surplus, End of Year	\$ 22,019,585	\$ 23,020,962	\$ 22,366,085

The accompanying notes and schedules are an integral part of these financial statements.

Essex Region Conservation Authority
Statement of Cash Flow
for the years ended December 31

	2021	2020
	Actual	Actual
Cash provided for (used in):		
Operating Activities		
Net surplus for the year	\$ 654,877	\$ 782,458
Non cash items:		
Amortization	377,743	309,545
Gain on sale of tangible capital assets	(22,500)	-
(Increase) decrease accounts receivable	779,951	(856,389)
(Increase) decrease prepaid expenses and inventory	(6,364)	9,860
Increase (decrease) accounts payable and accruals	(113,426)	259,498
Increase deferred revenues	869,377	545,651
	2,539,657	1,050,624
Investing/Capital Activities		
Constructed tangible capital assets	(805,973)	(221,910)
Construction in progress of tangible capital assets	-	(1,023,929)
Acquisition of land	-	(115,562)
Purchase of tangible capital assets	(93,246)	(53,635)
	(899,219)	(1,415,036)
(Decrease) Increase in cash and cash equivalents	1,640,439	(364,412)
Cash and cash equivalents, beginning of year	3,175,037	3,539,449
Cash and cash equivalents, end of year	\$ 4,815,475	\$ 3,175,037

The accompanying notes and schedules are an integral part of these financial statements.

Essex Region Conservation Authority
Statement of Net Surplus
for the years ended December 31

	2021 Budget (note 7)	2021 Actual	2020 Actual
Net surplus/(deficit) for the year	\$ (346,500)	\$ 654,877	\$ 782,458
Acquisition of land	-	-	(115,562)
Acquisition and/or construction of tangible capital assets	-	(805,973)	(1,245,839)
Purchase of tangible capital assets	(88,000)	(93,246)	(53,635)
Gain on sale/disposal/destruction of assets	-	(22,500)	-
Change in prepaid expenses and supplies inventory	-	(6,364)	9,860
Amortization of tangible capital assets	315,500	377,743	309,545
Increase (decrease) in net surplus	(119,000)	104,538	(313,172)
Net surplus , beginning of year	1,205,826	1,205,826	1,518,998
Net surplus, end of year	\$ 1,086,826	\$ 1,310,364	\$ 1,205,826

The accompanying notes and schedules are an integral part of these financial statements.

Essex Region Conservation Authority

Notes to the Financial Statements

for the year ended December 31

Purpose of Organization

The Essex Region Conservation Authority (ERCA) is a public sector agency, established under the Conservation Authorities Act of Ontario, on July 18, 1973, to further the conservation, restoration, development and management of natural resources, exclusive of gas, oil, coal and minerals for the watersheds within its area of jurisdiction.

The Authority is also a registered charity (107311177RR0001) as recognized by the Canada Revenue Agency.

1. Summary of Accounting Policies

- a) **Management Responsibility** – The financial statements of the Essex Region Conservation Authority ("Authority") are prepared by management in accordance with Canadian public sector accounting standards principles for organizations operating in the local government sector as recommended by the Public Sector Accounting Board of CPA Canada. The integrity and objectivity of these statements are also management's responsibility. Management is also responsible for all of the notes and schedules to the financial statements and for ensuring that this information is consistent, where appropriate, with the information contained in the financial statements. Management is also responsible for implementing and maintaining a system of internal controls to provide reasonable assurance that reliable financial information is produced.
- b) **Basis of Accounting** – Revenues and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.
- c) **Tangible Capital Assets** – Tangible capital assets, comprised of capital assets and capital work-in-progress, are recorded at cost less accumulated amortization and are classified according to their functional use. Donated tangible capital assets are reported at fair market value at the time of donation. Leasehold improvements are amortized on a straight-line basis over the lesser of the economic useful life of the improvement or the term of the related property management agreement or lease. Capital works-in-progress are not amortized until the asset is available for productive use. Tangible Capital Assets do not include: assets unrelated to the Authority's core business operations, such as ancillary rental dwellings, specialty assets purchased exclusively for purposes of fulfilling grant obligations, heritage/historical assets held in perpetuity and minority ownership in assets owned by other public sector organizations.

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

1. Summary of Accounting Policies (Continued)

c) Tangible Capital Assets (Continued)

Tangible capital assets are amortized on a straight-line basis over their estimated useful lives, as follows:

Land/Site Improvements	15 to 30 years
Buildings	25 to 50 years
Engineered Structures	15 to 30 years
Linear Assets (Sewer and Water)	35 to 60 years
Machinery and Field Equipment	7 to 40 years
Vehicles	7 years
Furniture & Fixtures	20 years
Computer Hardware & Software	4 to 10 years

- d) **Reserves** – Reserves for future expenditures and contingencies are established as required using the estimates of management. Increases or decreases in these reserves are made by appropriations to or from operations.
- e) **Interdepartmental Recoveries** – Internal charges for the use of the vehicles and equipment are made to the various projects and programs of the Authority. The internal charges are designed to recover the costs of operating the equipment, including replacement. Finance, administration and overhead items are partially charged to programs and projects, on a pro-rata basis.
- f) **In-Kind Contributions** – The Authority records various in-kind contributions made by private landowners and other public sector agencies. A landowner in-kind contribution is recorded when required by government grant programs to satisfy eligibility requirements and when the landowner contribution can be verified and valued. The Authority periodically receives property and tangible goods, donated by various agencies and private landowners, which also results in the recording of an in-kind contribution.

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

1. Summary of Significant Accounting Policies (Continued)

- g) **Government Transfers & Deferred Revenue** – The Authority receives certain amounts for which the related services have yet to be performed. The gross transfer payments received during the year are shown by government program, however, revenue unearned in the current period is recorded as a transfer to deferred revenue.
- h) **Use of Estimates** – The presentation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenditures during the reporting period. Significant items subject to such estimates and assumptions include the valuation of accounts receivable, the carrying value of tangible capital assets and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.
- i) **Cash and Cash Equivalents**- Cash and cash equivalents include cash balances and short term highly liquid investments that are readily converted to cash.

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

2. Tangible Capital Assets

Cost	Balance 31-Dec-20	Additions	Disposals	Balance 31-Dec-21
Land	\$ 12,181,612	\$ -	\$ -	\$ 12,181,612
Land/Site improvements	5,586,165	-	-	5,586,165
Buildings	479,222	1,559,540	-	2,038,762
Engineered structures	2,102,010	-	-	2,102,010
Leasehold improvements	1,644,176	290,709	-	1,934,885
Machinery and field equipment	517,269	19,691	(10,153)	526,806
Vehicles	544,939	96,056	(79,619)	561,376
Furniture and fixtures	103,280	-	-	103,280
Computer hardware and software	116,682	-	(10,975)	105,707
Capital works-in-progress	1,044,276	-	(1,044,276)	-
	\$ 24,319,631	\$ 1,965,995	\$ (1,145,024)	\$ 25,140,603
Accumulated Amortization	Balance 31-Dec-20	Disposals	Amortization	Balance 31-Dec-21
Land	\$ -	\$ -	\$ -	\$ -
Land/Site improvements	359,297	-	61,984	\$ 421,281
Buildings	347,732	-	39,301	387,033
Engineered structures	801,844	-	69,909	871,753
Leasehold improvements	776,427	-	106,562	882,989
Machinery and field equipment	349,502	(10,153)	28,910	368,259
Vehicles	381,132	(79,619)	62,261	363,773
Furniture and fixtures	85,460	-	3,564	89,024
Computer hardware and software	95,881	(10,975)	5,253	90,159
Capital works-in-progress	-	-	-	-
	\$ 3,197,275	\$ (100,747)	\$ 377,743	\$ 3,474,270
	Net Book Value 31-Dec-20			Net Book Value 31-Dec-21
Land	\$ 12,181,612			\$ 12,181,612
Land/Site improvements	5,226,868			5,164,884
Buildings	131,490			1,651,729
Engineered structures	1,300,166			1,230,257
Leasehold improvements	867,749			1,051,896
Machinery and field equipment	167,767			158,548
Vehicles	163,808			197,603
Furniture and fixtures	17,820			14,256
Computer hardware and software	20,801			15,548
Capital works-in-progress	1,044,276			-
	\$ 21,122,356			21,666,332

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

2. Tangible Capital Assets (Continued)

Cost	Balance 31-Dec-19	Additions	Disposals	Balance 31-Dec-20
Land	\$ 12,066,050	\$ 115,562	\$ -	\$ 12,181,612
Land/Site improvements	5,586,165	-	-	5,586,165
Buildings	479,222	-	-	479,222
Engineered structures	1,920,100	221,910	(40,000)	2,102,010
Leasehold improvements	1,644,176	-	-	1,644,176
Machinery and field equipment	517,269	-	-	517,269
Vehicles	491,304	53,635	-	544,939
Furniture and fixtures	103,280	-	-	103,280
Computer hardware and software	116,682	-	-	116,682
Capital works-in-progress	20,347	1,023,929	-	1,044,276
	\$ 22,944,595	\$ 1,415,036	\$ (40,000)	\$ 24,319,631
Accumulated Amortization	Balance 31-Dec-19	Disposals	Amortization	Balance 31-Dec-20
Land	\$ -	\$ -	\$ -	\$ -
Land/Site improvements	297,313	-	61,984	359,297
Buildings	339,582	-	8,150	347,732
Engineered structures	771,935	(40,000)	69,909	801,844
Leasehold improvements	696,293	-	80,134	776,427
Machinery and field equipment	319,218	-	30,285	349,502
Vehicles	332,593	-	48,539	381,132
Furniture and fixtures	81,896	-	3,564	85,460
Computer hardware and software	88,901	-	6,981	95,881
Capital works-in-progress	-	-	-	-
	\$ 2,927,730	\$ (40,000)	\$ 309,545	\$ 3,197,275
	Net Book Value 31-Dec-19			Net Book Value 31-Dec-20
Land	\$ 12,066,050			\$ 12,181,612
Land/Site improvements	5,288,852			5,226,868
Buildings	139,640			131,490
Engineered structures	1,148,165			1,300,166
Leasehold improvements	947,883			867,749
Machinery and field equipment	198,051			167,767
Vehicles	158,712			163,808
Furniture and fixtures	21,384			17,820
Computer hardware and software	27,781			20,801
Capital works-in-progress	20,347			1,044,276
	\$ 20,016,865			21,122,356

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

2. Tangible Capital Assets (Continued)

The Authority owns assets that are not included above, including the Kingsville Train Station and certain buildings located on the John R. Park Homestead and its collection of artifacts. The assets have significant heritage and historical value in perpetuity and are not amortized or recorded as tangible capital assets in the financial statements.

3. Financial Instruments

The fair values of cash, accounts receivable, accounts payable and accrued liabilities and deferred revenues approximate their carrying values because of their expected short-term maturity and treatment on normal trade terms. It is management's opinion that the Authority is not exposed to significant interest or currency risks arising from these financial instruments.

4. Accounts Receivable

Included in accounts receivable is an HST Rebate of \$ 203,025 (2020 - \$344,217).

5. Pension Agreements

The Essex Region Conservation Authority belongs to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of the members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. The cost of the plan is the employer's contribution to the plan.

The 2021 employer's portion of OMERS pension contributions was \$277,546 (2020 - \$261,172).

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

6. Expenses by Object

	2021 APPROVED	2021 ACTUAL	2020 AUDITED
Expenses by Classification			
Wages & benefits - ERCA operations	3,281,500	3,155,420	2,813,104
Wages & benefits - special grant projects	672,295	845,679	739,273
Construction - municipal projects	481,750	182,603	61,385
Construction - special grant projects	1,977,000	409,287	1,176,295
Construction - ERCA capital projects	783,000	50,394	174,031
Plant material, removals & landowner subsidies - special grant projects	368,571	471,747	229,364
Plant material, removals & landowner subsidies - ERCA operations	84,300	13,371	18,129
Program supplies - special grant projects	39,785	43,816	41,665
Site & operational supplies - Conservation Areas	75,899	98,654	60,754
Office supplies & expenses - other ERCA operations	35,037	24,702	24,683
Occupancy, taxes, utilities & waste removal	320,513	318,250	297,578
Maintenance, repairs & security - sites	55,186	83,497	70,530
Maintenance, repairs & supplies - fleet/equipment	100,900	111,194	99,033
Equipment, software/hardware & website - special grant projects	10,000	23,915	43,913
Equipment, software/hardware & website - ERCA operations	97,923	122,035	41,109
Lab, data, technical & sub-contracted services - special grant	34,305	37,563	46,880
Lab, data, technical & sub-contracted services - ERCA operations	87,500	89,941	49,744
Insurance, audit & legal	132,450	148,606	197,679
Dues & memberships	49,679	49,954	52,300
Travel, training & professional development	18,540	8,084	3,314
Board, committee & meeting expenses	19,000	19,245	21,487
Bank, credit card charges & interest	14,100	34,124	20,820
In-kind supplies & services	20,000	25,613	39,222
Amortization	315,500	377,743	309,545
Extraordinary item	-	-	292,742
Other	-	-	45
	\$ 9,074,733	\$ 6,745,434	\$ 6,924,624
Internal recoveries included in revenues	808,051	776,376	655,160
Total Expenses	\$ 9,882,784	\$ 7,521,810	\$ 7,579,784

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

7. Budget Amounts:

The 2021 budget amounts that were approved on April 8, 2021, were not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Board Standards). The budget included capital items such as infrastructure replacements and estimated costs for constructed assets, as project expenses, but the actual expenses have been removed in the Statement of Operations. The revenues attributable to these items continue to be included in the Statement of Operations, resulting in a significant positive variance for the surplus reported for the year. The following analysis is provided to assist readers in their understanding of differences between the approved budget and the audited financial statements:

	Budget (BD 07/21)	Actual
Budgeted Deficit	\$ (346,500)	
Capital items included as operating expenses	700,000	
Adjusted/Actual Net Surplus	353,500	654,877
Gain on Sale of Vehicles	-	(22,500)
Capitalized items	(700,000)	(805,973)
	(346,500)	(173,596)
Acquisition of fleet & equipment	(88,000)	(93,246)
Net transfers from reserves (Schedule 5)	490,000	386,500
	55,500	119,658
Amortization	315,500	377,743
	371,000	497,401
Net transfers to reserves (Schedule 5)	(371,000)	(416,353)
Increase in Operating Surplus	\$ -	\$ 81,048

8. Credit Facility

The Authority maintains an operating line facility with the Canadian Imperial Bank of Commerce which bears interest at prime less .25% and is due on demand. As of December 31, 2021 no balance (2020 - \$0) was payable under this facility.

9. Commitments

On May 4, 2001 the Authority entered into a 30 year property management agreement, with the Province of Ontario (Ministry of Natural Resources), to manage the property known as Holiday Beach Conservation Area. The agreement can be terminated at any time, if notice is served at least 120 days in advance of the termination date.

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

10. Related Entity

Essex Region Conservation Foundation

Essex Region Conservation Authority ("ERCA") has an economic interest in the Essex Region Conservation Foundation ("Foundation"). The Foundation was established for the purpose of raising funds and disbursing grants to ERCA and other organizations, which are working towards a shared vision of environmental sustainability.

The Foundation was incorporated under the laws of Ontario without share capital or benefit for its members and is therefore exempt from income taxes. The income generated by the Foundation is distributed to ERCA and other qualifying donees as the funds are requested and approved. The accounting policy followed in reporting the Foundation is note disclosure.

The transactions with the Foundation include \$460,780 (2020 - \$544,276) recorded as revenue. All amounts have been measured at the exchange amount.

The assets, liabilities, results of operations and cash flow for the Foundation for the years ended December 31 are as follows:

	2021	2020
<i>Financial position:</i>		
Total assets	\$ 739,956	\$ 619,691
Total liabilities	\$ 255,942	\$ 247,065
Net assets	484,014	372,626
	\$ 739,956	\$ 619,691
<i>Results of operations:</i>		
Total revenue	\$ 620,633	\$ 331,261
Total expenses (including grants)	509,246	691,979
Surplus/(Deficiency) of income over expenditures for the year	\$ 111,388	\$ (360,718)
<i>Cash flows:</i>		
Operating	\$ 547,788	\$ 287,811
Investing	1,097	8,916
Distributions	(494,326)	(572,992)

Essex Region Conservation Authority
Notes to the Financial Statements
for the year ended December 31

11. Comparative Figures

Certain comparative figures have been reclassified to conform to the current year's presentation.

12. Extraordinary Item

On 27 August, 2020, The Essex Region Conservation Authority became aware that it was a victim of a social engineering scheme, which resulted in a financial loss of \$292,742. The Authority maintains coverage for losses and related expenses, resulting from cyber crime and social engineering incidents, and continues to be actively engaged with its insurers regarding this claim. No accrual has been made for proceeds of insurance at this time.

13. COVID-19 Operating Implications

On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic and on March 17, 2020, the Province of Ontario declared a state of emergency. As a result of directives and restrictions that remained in place throughout 2021, and to minimize risks to staff, board members and volunteers, ERCA maintained certain changed elements of its operations, but continued to deliver essential services with little to no impact on service delivery or revenues. Several non-essential activities continued to be delivered in a virtual format while other non-essential activities proceeded when permitted under the Province of Ontario's legislation, pertaining to COVID-19 restrictions.

The Authority continued to enact a mandatory work from home requirement, when it was practical, achievable and did not result in a disruption of essential services. A very small number of staff positions remained on permanent layoff or subject to hours reductions and those actions were undertaken in accordance with the terms of the collective agreement, as applicable to the affected staff members.

Any financial or operating implications of public health measures and restrictions, were largely anticipated in the 2021 Budget and while several operating units experienced unanticipated increases/decreases in revenues, as compared to budget, the financial implications were overall immaterial to the financial results of the Authority.

14. Conservation Authorities Act Legislative Framework

On December 8, 2020, Bill 229, the Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020, which made changes to the Conservation Authorities Act and the Planning Act, received Royal Assent. The government is proposing to proclaim un-proclaimed provisions in the Conservation Authorities Act (stemming from amendments made in 2017, 2019, and 2020) through a staged process. This will enable accommodation of a staggered rollout of regulations (in two phases) and policies that are to be consulted on and developed in the future. The first of these proclamations occurred on February 2, 2021 and included provisions related to conservation authority governance as well as items related to housekeeping amendments, government requirements and the Minister's powers. Between May and August 2021, the Ministry of the Environment, Conservation and Parks consulted on Phase 1 of the Regulatory Proposals under the Conservation Authorities Act and these regulations were finalized on October 7, 2021.

The new regulations specific to provision programs and services are as follows:

- O. Reg. 686/21 Mandatory Programs and Services;
- O. Reg. 687/21 Transition Plans and Agreements for Programs and Services under Section 21.1.2 of the Act; and

While the future financial impact on the Authority's operations is unknown and cannot be quantified at this time, the changes to the legislative framework have widespread implications for the Authority's operations. The Authority delivers a significant array of programs and services, which are now identified as non-mandatory and are primarily related to land securement, discretionary water quality programs, education and cultural heritage/museum operations. The Authority is actively engaged in complying with the components and timelines of the *Transition Plan*, in accordance with Regulation 687/21, and expects to engage its governing municipalities in consultation, regarding the suite of non-mandatory services and funding agreements during 2022.

Essex Region Conservation Authority
Schedules to Statement of Operations
For the year ended December 31

	(note 7) 2021	2021	2020
	Budget	Actual	Actual
Schedule 1- Watershed Management Services			
Regulations, Compliance & Development Services			
Wages, benefits & professional development	\$ 661,000	\$ 674,228	\$ 629,259
Supplies, insurance, corporate services	163,150	171,014	142,706
Legal fees & consulting	10,000	-	18,466
Travel, vehicle charges	20,500	14,343	14,280
	854,650	859,585	804,711
Municipal Planning Supports (Hazards & Natural Heritage)			
Wages, benefits & professional development	160,500	220,424	219,749
Supplies, insurance, corporate services	30,050	41,931	39,687
	190,550	262,355	259,436
Provincial Section 39 Flood & Erosion Program			
Wages, benefits & professional development	156,500	153,031	159,209
Computers, data, & telecommunications	35,500	39,731	34,222
Supplies, insurance, corporate services	50,680	43,927	41,604
Vehicle charges	6,000	3,982	4,600
	248,680	240,671	239,635
Technical Studies, Assessments & Modelling			
Wages, benefits & professional development	75,000	58,454	90,776
Supplies & overhead	19,150	12,392	16,506
	94,150	70,846	107,282
Municipal Infrastructure Projects & Studies (WECl, Hazards Mapping)			
Consulting	384,750	144,685	58,027
Construction, materials & equipment	96,000	37,918	-
Wages, supplies, travel & allocated overhead	29,950	24,995	4,848
	510,700	207,597	62,875
Regional Climate Change Term Projects			
Wages, benefits & professional development	86,500	79,361	109,206
Consulting & technical services	87,000	19,754	194,401
Supplies, insurance & shared services allocation	14,600	15,091	21,624
Vehicle & travel	-	-	2,400
	188,100	114,206	327,630
	\$ 2,086,830	\$ 1,755,260	\$ 1,801,569

Essex Region Conservation Authority
Schedules to Statement of Operations
For the year ended December 31

(note 7)

	2021	2021	2020
	Budget	Actual	Actual

Schedule 2 - Conservation Services

Conservation Areas, Land Protection & Restoration

Program Planning, Management & Development

Wages, benefits & professional development	\$ 175,000	\$ 124,238	\$ 77,250
Supplies, insurance & shared services allocation	27,215	23,586	13,828
Travel & vehicle	2,000	-	1,000
	204,215	147,823	92,078

Land Acquisition

Wages, benefits & professional development	17,000	14,686	21,920
Supplies, insurance & shared services allocation	5,000	4,617	7,378
Surveys, appraisals, consulting, legal	25,000	20,002	27,373
	47,000	39,305	56,671

Tree Planting and Habitat Restoration

Wages, benefits & professional development	281,500	332,008	228,458
Plants, contracted construction, engineering & technical resources	2,109,571	690,497	1,108,335
Supplies, insurance & shared services allocation	120,754	140,345	77,209
Vehicle & field equipment usage	50,650	56,808	17,580
Landowner contributions (donated services)	-	14,478	5,033
	2,562,475	1,234,136	1,436,614

Conservation Areas Maintenance

Wages, benefits & professional development	317,500	264,240	268,457
Utilities, taxes, insurance & corporate allocation	208,840	199,257	190,183
Vehicle & field equipment charges	75,500	58,288	91,365
Maintenance supplies	46,660	48,449	41,037
Construction & capital items	44,976	87,964	28,787
Plant material and removal	16,300	1,909	4,330
	709,776	660,108	624,160

John R Park Homestead Conservation Area

Revenues

Admissions, sales & program fees	68,202	16,485	28,398
Municipal levies	187,065	187,065	116,922
Government grants	23,688	38,909	61,641
Other grants & donations	1,348	1,348	290
Net transfers to reserves	-	(10,000)	(12,000)
	280,303	233,807	195,251

Expenses

Wages, benefits & professional development	173,000	168,331	135,415
Utilities, taxes, insurance & corporate allocation	55,000	49,592	29,831
Supplies and maintenance - office, site & curatorial	36,303	22,931	14,388
Cost of goods sold	9,000	2,565	6,129
Capital replacement and repairs	7,000	6,978	8,891
	280,303	250,396	194,655

Essex Region Conservation Authority
Schedules to Statement of Operations
For the year ended December 31

	(note 7) 2021	2021	2020
	Budget	Actual	Actual
Schedule 2 - Conservation Services (Continued)			
Holiday Beach Conservation Area			
Revenues			
Admissions, events & camping fees	211,300	283,538	165,982
Municipal levies	27,000	-	50,602
Property/land rental	40,500	41,338	37,719
	278,800	324,876	254,303
Expenses			
Wages, benefits & professional development	133,250	162,625	127,721
Site, capital & major maintenance	22,250	8,104	23,067
Utilities, taxes, insurance & corporate allocation	64,700	73,988	53,667
Supplies - office, network, events, janitorial	39,778	55,835	31,087
Vehicle & field equipment usage	16,322	23,535	13,791
Sub contracting & consulting	2,500	999	1,151
	278,800	325,086	250,485
Conservation Areas/Trails Infrastructure Investment (Non-capitalized)			
Contract construction, materials, consulting & technical resources	675,500	83,391	163,560
Wages, benefits & professional development	15,000	5,563	13,986
Insurance, legal & corporate allocation	9,500	18,880	27,741
Vehicle & field equipment charges	-	395	4,980
	700,000	108,229	210,267
Fleet & Field/Shop Equipment			
Maintenance, repairs, rentals & non-capital replacements	60,000	74,347	71,759
Fuel	33,400	36,707	28,169
Insurance & licences	16,600	20,058	11,632
	110,000	131,111	111,560
Science & Research			
Drinking Water Source Protection			
Wages, benefits & professional development	80,000	77,603	68,824
Supplies, advertising, insurance & shared services allocation	12,000	13,674	11,061
Committee member per diems	3,000	4,245	3,310
Travel	-	-	302
	95,000	95,522	83,497
Water Quality Programs (Sampling, Demo Farm & Landowner Stewardship Incentives)			
Wages, benefits & professional development	79,500	7,636	60,915
Supplies, insurance & shared services allocation	37,050	12,720	28,379
Lab/technical services, speciality equipment & software	12,800	16,936	14,601
Plant material, construction & landowner subsidies	45,000	14,244	41,708
Vehicle & field equipment charges	8,000	6,573	6,320
	182,350	58,108	151,923

Essex Region Conservation Authority
Schedules to Statement of Operations
For the year ended December 31

	(note 7) 2021	2021	2020
	Budget	Actual	Actual
Schedule 2 - Conservation Services (Continued)			
Water Quality Term Projects (Externally Funded)			
Wages, benefits & professional development	373,795	474,034	346,244
Supplies, insurance & shared services allocation	119,735	126,336	128,749
Lab/technical services, speciality equipment & software	77,305	38,788	39,118
Plant material, construction & landowner subsidies	124,000	161,261	88,276
Vehicle & field equipment charges	10,150	17,357	10,594
	704,985	817,776	612,982
Municipal Risk Management Services (Part IV Clean Water Act)			
Wages, benefits & professional development	10,000	19,889	47,803
Supplies, mileage, insurance & shared services allocation	2,000	5,545	12,255
	12,000	25,434	60,058
	\$ 5,886,904	\$ 3,893,034	\$ 3,884,950

Schedule 3 - Communications & Outreach

Corporate Communications, Outreach & Engagement			
Wages, benefits & professional development	\$ 234,000	\$ 195,223	\$ 229,286
Supplies, consulting, insurance & shared services allocation	32,650	26,254	24,978
Travel, vehicle & equipment	3,650	1,024	2,543
	270,300	222,501	256,807
Outdoor & Conservation Education			
Wages, benefits & professional development	55,000	59,863	36,775
Supplies, insurance & shared services allocation	13,170	11,398	5,409
Travel, vehicle & equipment	830	252	124
	69,000	71,513	42,308
Community Events & Special Grant Projects			
Wages, benefits & professional development	17,000	25,210	169
Plant materials, event supplies & technical/consulting resources	50,500	23,340	317
	67,500	48,551	486
	\$ 406,800	\$ 342,565	\$ 299,602

Essex Region Conservation Authority
Schedules to Statement of Operations
For the year ended December 31

	(note 7) 2021	2021	2020
	Budget	Actual	Actual
Schedule 4 - Corporate Services			
Administration, Finance, HR & IT/(G)IS			
Wages, benefits & professional development	\$ 784,000	\$ 771,624	\$ 604,517
Occupancy	133,000	135,756	128,526
Professional fees - audit, legal & consulting	54,900	45,786	72,746
Dues & memberships	43,500	43,068	45,142
Office equipment, computers/network & phone	45,600	45,464	31,163
Supplies & miscellaneous	14,750	9,446	24,565
Board meetings & per diems	16,000	15,000	18,177
Travel (Staff & members)	4,500	710	752
Retiree benefits	16,000	19,842	12,125
Insurance (D&O, main office)	4,000	6,962	5,028
	1,116,250	1,093,658	942,740
Special Projects (Records, Data, HR)			
Software/Hardware	25,000	-	-
Supports to Essex Region Conservation Foundation			
Wages, benefits & professional development	45,500	59,550	48,636
<i>Support grant received of \$40,000</i>			
	\$ 1,186,750	\$ 1,153,208	\$ 991,376
	\$ 9,567,284	\$ 7,144,067	\$ 6,977,497

Essex Region Conservation Authority						
Schedule 5 - Continuity of Reserves						
	Actual Balance at December 31, 2020	Budgeted Transfers to Reserves	Actual Transfers to Reserves	Budgeted Transfers from Reserves	Actual Transfers from Reserves	Actual Balance at December 31, 2021
Canard River Low Flow	\$ 20,319	\$ -	\$ -	\$ -	\$ -	\$ 20,319
Canard River Maintenance	27,538	-	-	-	-	27,538
Tree Replacement	90,000	-	-	-	-	90,000
Building/Suite	228,000	-	-	-	-	228,000
Infrastructure & Major Maintenance	207,698	300,000	315,000	425,000	386,500	136,198
Revenue Stabilization	148,342	-	-	-	-	148,342
Project Grant Matching	100,000	-	-	-	-	100,000
Office Equipment, Computers & Network	46,508	-	-	40,000	-	46,508
Vehicle & Equipment Replacement	164,287	-	-	25,000	-	164,287
Legal & Insurance Claims	50,000	-	-	-	-	50,000
General/Administration/Human Resources	35,332	64,000	69,353	-	-	104,685
Historic Properties	73,374	7,000	32,000	-	-	105,374
	\$ 1,191,398	\$ 371,000	\$ 416,353	\$ 490,000	\$ 386,500	\$ 1,221,251



Beach Grove Golf & Country Club

July 6, 2022

RECEIVED

JUL 12 2022

Town of Tecumseh

Mayor Gary McNamara
Town of Tecumseh
917 Lesperance Rd.
Tecumseh, ON N8N 1W9

Dear Mayor McNamara:

Congratulations on a very successful Centennial Celebration for the Town of Tecumseh. I was impressed by the scope of the weekend events, as well as the wonderful turnout. The Celebration's success is testament to all the work of the Town and staff. Tecumseh has created many terrific memories of this special year throughout the weekend of celebration.

Beach Grove was honoured to be the Platinum Sponsor of the Centennial, and even more, the title sponsor of the Council Chambers Mural. Having the Beach Grove name attached to such a beautiful work of art is very exciting. This has been a rewarding opportunity to be part of not only a significant milestone event, but an enduring piece of Tecumseh's history. The identity of Beach Grove is intrinsically linked to the wonderful town in which our Club is situated, and has been shaped by the people in our larger neighbourhood who have contributed to our own long history.

We consider ourselves privileged to have played a role in both Tecumseh's storied past, and bright and exciting future. Thank you again for the opportunity.

Yours sincerely,

Aidan Blunt
General Manager



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: July 26, 2022

Report Number: DS-2022-33

Subject: Tecumseh Transit Service
Bus Stop Bench Advertising Proposal
Agreement with Creative Outdoor Advertising
OUR FILE: T03 TTS

Recommendations

It is recommended:

That report DS-2022-33, entitled “Tecumseh Transit Service, Bus Stop Bench Advertising Proposal: Agreement with Creative Outdoor Advertising”, **be received**;

And that a by-law authorizing the execution of the “The Bench Press Ltd. o/a Creative Outdoor Advertising” License Agreement, satisfactory in form to the Town’s Solicitor, which allows for the introduction of transit stop benches that can accommodate advertising space, **be adopted**.

Background

Creative Outdoor Advertising (“COA”) provides a service to municipalities for the introduction of transit bus stop benches that accommodate advertising space. The benches are owned, fully installed and maintained by COA, at no cost to the Town. A portion of the advertising revenue is paid to the Town, which assists in offsetting the cost of the public transit system. COA currently provides this service to the City of Windsor, the Municipality of Chatham-Kent and the Town of LaSalle and is in discussions with other municipalities in the region to deliver this service. A survey of

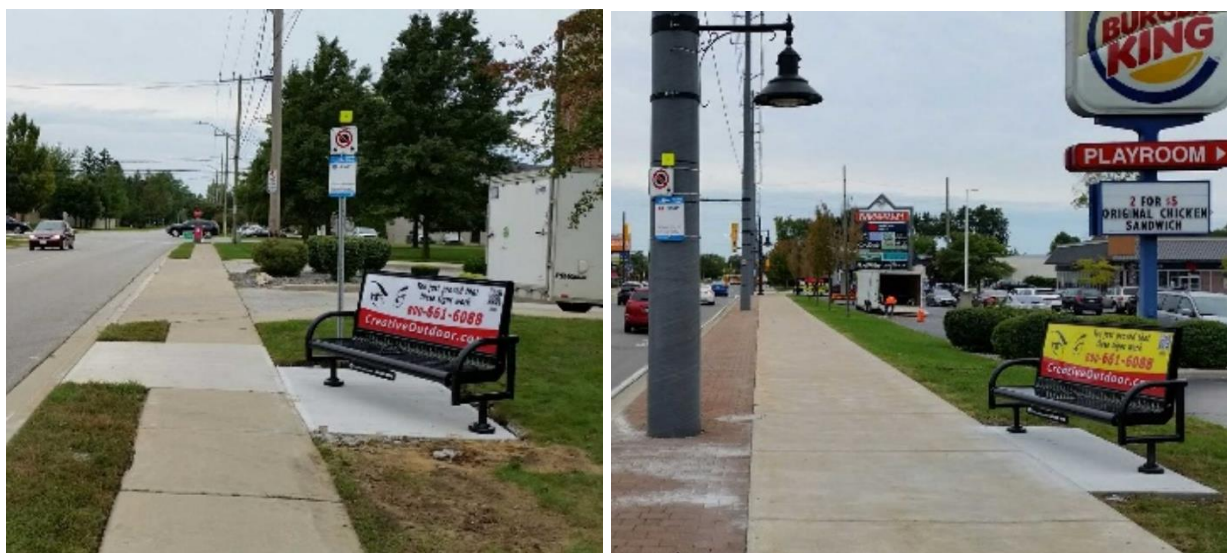
staff from the municipalities currently using COA for this service has indicated a high level of satisfaction.

Administration is continually considering means to offset the cost of the Tecumseh Transit Service (“TTS”). This service recently converted from a fixed-route service with 43 stops to an on-demand transit service through a pilot project scheduled to operate until the end of 2022. Due to the nature of the on-demand service, the fixed route was removed while the network of bus stops remained. Currently, eight of the higher ridership stops have benches for the comfort of riders waiting for the bus. Engaging the services of COA offers an opportunity to increase the number of transit stop benches while providing a new revenue stream for the Town.

The purpose of this Report is to describe the COA transit bench advertising program and its benefits to the Town, and to recommend the execution of an agreement that would set the terms for COA to provide the service in Tecumseh.

Comments

The basic concept behind the transit bench advertising program is that COA will install and maintain transit benches and necessary concrete pads, at its expense, in exchange for the rights to advertise on those benches (see pictures below for examples). In addition to receiving free transit benches, the Town will receive a small portion of the advertising revenue.



Affected Bus Stops

Attachment 1 illustrates the existing network of TTS bus stops and highlights the stops that Administration is recommending for the placement of a COA advertising bench. The stops on Attachment 1 are categorized according to:

- bus stops without an existing bench that are being recommended for an advertising bench;
- bus stops with an existing bench that are being recommended for replacement with an advertising bench; and
- bus stops that are not being recommended for an advertising bench. It is noted that Administration will review this latter category of stops to determine whether they could be suitable candidates for the installation of a non-advertising bench.

The recommended stops for a transit advertising bench were based on the following criteria:

- located on an arterial or collector road or on a local road in the vicinity of a significant community park or community facility, regardless of zoning;
- located within areas zoned entirely for commercial purposes; and
- existing sidewalk access provided in all circumstances.

Based on the preceding criteria, 16 bus stops are being recommended for placement of a COA advertising bench.

Proposed Agreement with Creative Outdoor Advertising

The attached agreement (see Attachment 2) details the nature of the proposed relationship between COA and the Town. The following is a summary of the pertinent aspects of the agreement:

i) Installation and Maintenance

As noted above, COA will install the transit advertising benches and construct a mounting pad if necessary, at COA's expense and subject to the Town's approval. COA shall be responsible for ensuring that all mounting pads provide for the safe movement of pedestrians to, from and around the benches and meets *Accessibility for Ontarians with Disabilities Act* requirements. COA will maintain ownership of the benches and shall be responsible for their maintenance.

ii) Snow Removal

The Town will be responsible for the routine clearing of snow and the placement of sand and salt around the advertising benches in accordance with its standard operating procedures. COA will provide some limited support in this regard by way of snow clearing of fallen snow when attending the advertising benches on scheduled visits (approximately every two weeks).

iii) Revenue

The agreement establishes that the municipality will receive 5 percent of the revenue from advertising secured by COA. It is estimated that this percentage will, on average, generate approximately \$90 per bench per year. Accordingly, based on the 16 bus stops that are recommended for an advertising bench, the Town can anticipate receiving approximately \$1,440 per year through this arrangement.

iv) Regulation of Advertising

The advertising is to be aesthetically pleasing and fit into the surrounding environment. It must meet the Human Rights Code and comply with the Canadian Code of Advertising and shall not:

- contain inaccurate or deceptive claims or statements;
- present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
- present demeaning or derogatory portrayals of individuals or groups;
- take a stand on controversial societal issues;
- exploit violence or sexuality;
- promote tobacco and/or cannabis products;
- interfere with the operation of equipment or the provision of programs and services; and
- violate or conflict with any existing Town policies or any new policies which may be adopted.

The Town Transit Co-ordinator (Manager Planning Services & Local Economic Development) has the sole discretion to determine whether proposed advertising meets these criteria.

v) Term

The term of the agreement is 10 years from its execution, with the Town having an option to terminate the agreement after 10 years, provided written

notice is given one year in advance that indicates an intent not to extend the agreement. Otherwise, the term may continue in one-year increments after the initial 10-year term or as otherwise negotiated at that time. If the Town ultimately decides to discontinue the service at the end of the term, COA will remove its advertising benches from the bus stops and restore the sites to the condition they were in immediately prior to the installation of the benches, all at COA's cost.

Current Sign By-law

The Town's Sign By-law, under section 4.9 Prohibited Signs, establishes that offsite signs and signs on property owned by the Town are prohibited. Section 2.10 Exemption by Agreement, however, establishes that Council, by agreement, may permit any sign within the Town that does not otherwise comply with the provisions of the By-law. It is the opinion of Administration that if Council authorizes the entering into of the attached agreement, it would be invoking this provision of the Sign By-law thereby permitting the proposed transit bench advertising signs. Due to the small scale of the advertising, the public benefits of providing benches at more transit stops and the fact that this type of service is becoming commonplace for municipalities with transit systems, it is Administration's opinion that permitting the proposed transit bench advertising is reasonable and appropriate.

Conclusion

The agreement with COA presents an opportunity for enhancing the transit ridership experience while generating new revenue to off-set the cost of the TTS. The preceding, combined with the positive experience of peer municipalities with the service provided by COA, leads Administration to recommend the execution of the attached agreement, as reviewed and endorsed by Wolf Hooker Law Firm (Town Solicitor), which provides the terms for the introduction of advertising transit stop benches by COA in Tecumseh.

Consultations

Financial Services
Public Works & Engineering Services
Town Solicitor

Financial Implications

This will have a minimal impact on the Town's operating budget. The anticipated annual revenue generated is approximately \$1,440 per year.

There may be some additional Public Works operating costs regarding the provision of additional snow clearing around the benches, however it is anticipated that these costs will be manageable within the current operating budget as it is part of the Town's routine snow clearing service at transit stops that is provided regardless of bench installations.

The cost of a bench is approximately \$2,000 and the cost of constructing a cement pad is approximately \$1,000. Accordingly, this program enables the Town to enhance its transit service through the provision of transit benches while avoiding the costs related with that enhancement and providing a nominal alternative source of revenue.

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:

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:

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

Reviewed by:

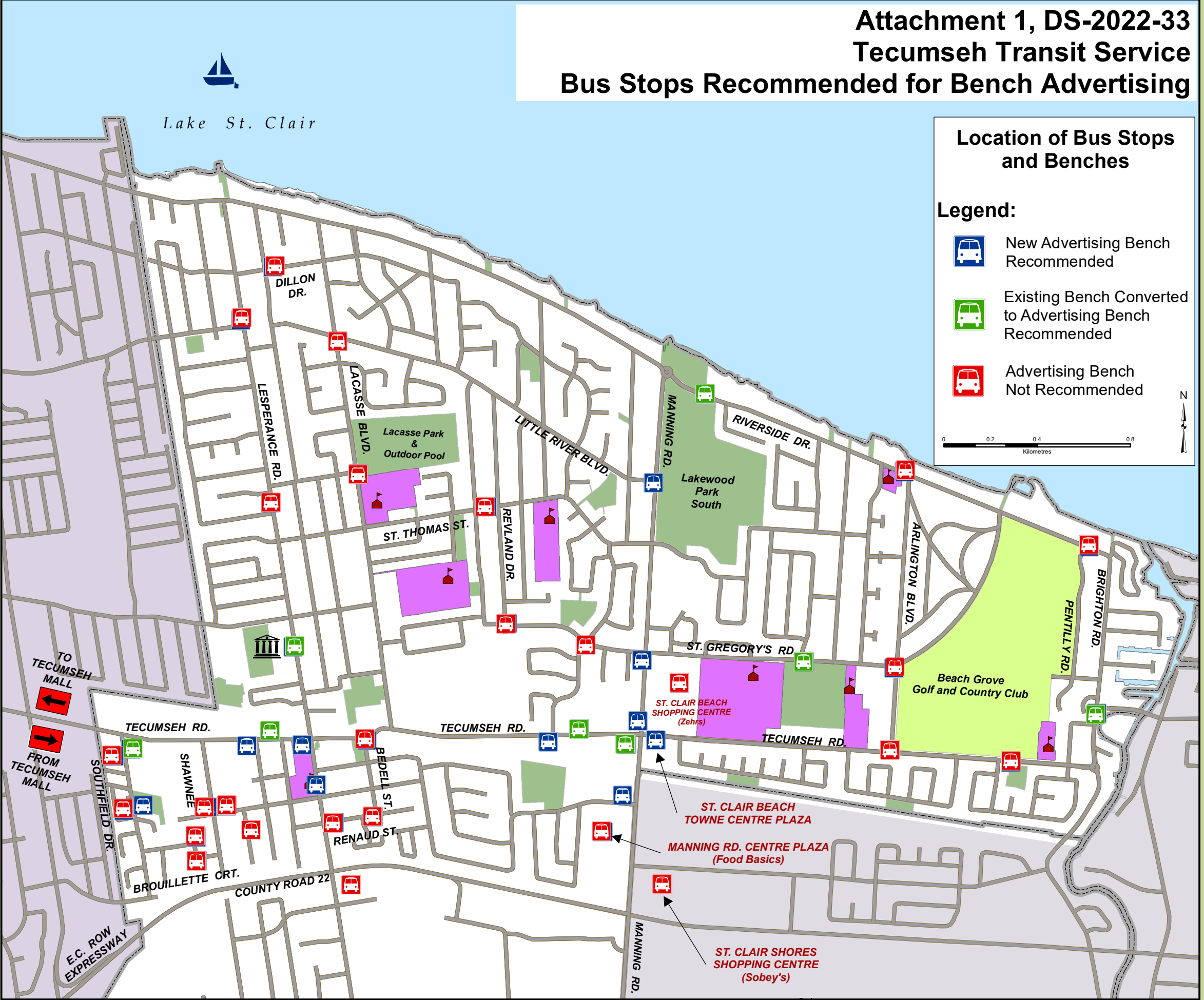
Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Bus Stops Recommended for Bench Advertising Map
2.	Bus Stop Bench Advertising License Agreement

Attachment 1, DS-2022-33
Tecumseh Transit Service
Bus Stops Recommended for Bench Advertising



Attachment 2, DS-2022-23
Tecumseh Transit Service
Bus Stop Bench Advertising License Agreement

THIS LICENSE AGREEMENT MADE THIS ____ DAY OF ____ IN THE YEAR _____

BETWEEN:

THE CORPORATION OF THE TOWN of TECUMSEH

(Hereinafter called the "THE TOWN ")

- And -

THE BENCH PRESS LTD

o/a CREATIVE OUTDOOR ADVERTISING.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS COA has asked THE TOWN of TECUMSEH for the privilege of placing such street amenities on untraveled portions of public highways within the jurisdiction of THE CORPORATION OF THE TOWN of TECUMSEH.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the Town right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers

1.2. "**Amenities**" means: Units installed by COA, with or without advertising faces, that are modular or

individual, that incorporate, or are Seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, (where agreed upon), advertising faces, a mounting pad for each Amenity, and; for maintenance purposes, an area of three feet surrounding all visible vertical sides of each piece of street furniture, except where the 3 feet surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the Amenities provided are to be approved by the TRANSIT COORDINATOR.

1.3. "TOWN " and "TOWN (s)" means The Incorporated entity known as THE CORPORATION OF THE TOWN of TECUMSEH.

1.4. "TRANSIT COORDINATOR" means THE TECUMSEH TRANSIT COORDINATOR or his or her designate.

TERM

1.5. The term of this Agreement shall be 10 years commencing STARTDATE and ending ENDDATE (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

1.6. The term length as set out in clause 1.5 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. The TOWN will not count the wait period towards this Agreement term.

1.7. Providing that COA has met all of the contractual obligations hereinafter contained, COA will continue to provide its services as outlined in this agreement for successive one-year terms at the end of the original term of the contract.

1.8. The TOWN MANAGER agrees to provide COA with notice, in writing, of the intent NOT to extend this agreement under the same terms and conditions, at least one (1) year before the expiry of this agreement. If said notice is not provided in writing, COA will continue to operate its transit amenities program for the period contained within 1.7.

1.9. Thereafter, in the absence of (1) years notice, COA's transit amenities program shall extend each 12 months, for an additional 12 months, until such time as notice is issued.

INSTALLATIONS & MAINTENANCE

2. COA agrees to install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA's sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that all mounting pads provide for the safe movement of pedestrians to, from and around the Amenity.

2.1. COA is responsible for and owns the concrete pads. If, however THE TOWN chooses to pour a pad, it owns such pad, and it shall be responsible for maintaining that pad.

2.2. Where COA has poured a pad and THE TOWN requires construction to occur at the location a COA

mounting pad has been installed, THE TOWN will be responsible for replacing the mounting pad. This will be at the expense of THE TOWN.

- 2.3. If THE TOWN requires a concrete mounting pad larger than 55 square feet, THE TOWN will be responsible for the cost of the additional concrete required.
3. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the TRANSIT COORDINATOR.
4. COA shall be solely responsible for obtaining any and all authorizations, consents and/or permits of any kind before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations shall be deducted from revenue paid to the TOWN.
5. THE TOWN agrees to permit COA to install Amenities on untraveled portions of public highways within the jurisdiction of The Town of TECUMSEH:
 - 5.1. COA agrees to install Amenities at locations that are agreed upon by COA and approved by the TRANSIT COORDINATOR, in the TRANSIT COORDINATOR'S sole and absolute discretion.
 - 5.2. Amenities will be placed at locations within THE TOWN as mutually determined by the TRANSIT COORDINATOR and COA. Both the TRANSIT COORDINATOR and COA may request sites anywhere in THE TOWN, but final approval of all sites rests with the TRANSIT COORDINATOR in the TRANSIT COORDINATOR'S sole and absolute discretion.
 - 5.3. Amenities cannot be placed within the traffic sight triangle.
6. Amenities must not interfere with the pedestrian right of way.
7. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows:
 - 7.1. to keep the grass trimmed,
 - 7.2. to keep the area free of debris,
 - 7.3. to keep the Amenities clean and free of graffiti, and
 - 7.4. to inspect amenities for damage during regular maintenance and make arrangements for timely repair. COA shall provide normal maintenance to the amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, COA has the right to remove the Amenity or the TOWN and COA may reach a mutually agreeable alternative solution.
8. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of THE TOWN from injury or loss.

9. The TOWN, during its regular removal of snow shall NOT, to the extent possible in the circumstances, leave or place accumulated snow between the COA street furniture and the street. Nor shall THE TOWN, to the extent possible in the circumstances, leave or place the accumulated snow on the approaching side of the COA street furniture. COA will be responsible for removal of naturally falling snow from its street furniture during its scheduled visits. COA is NOT responsible for the removal of snow placed on or around the Amenity by THE TOWN and/or private plows. In addition THE TOWN agrees that it is responsible for the sanding and salting of the sidewalks and the area around the COA street furniture including the pad.
10. The TOWN agrees to enforce applicable bylaws (ordinances) with regards to private plows pushing snow onto the COA pad and/or with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.
11. THE TOWN undertakes to empty, remove and dispose of waste and recyclable material from the waste receptacles.
 - 11.1. The TOWN will be responsible for the tipping fees at the disposal site(s).
12. The TOWN shall arrange for collection and removal of recyclables and waste from all units at the The TOWN's cost by THE TOWN's Department of Public Works or an authorized vendor. COA shall provide the The TOWN with information about the units and shall distribute keys which would allow access to the units for collection and removal. The TOWN is responsible for locking all units after each collection and to immediately report to COA any problems with or damage to the units. The TOWN shall maintain a level of reasonable care in collection and removing recyclables and waste from the unit and shall assist COA as reasonably appropriate in protecting and safeguarding same.
13. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the convenience of the public. It is further acknowledged that the placement of the Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the TRANSIT COORDINATOR although COA, acting reasonably, has the right to refuse to install at any location. The TOWN will permit installations at up to a 30 degree angle provided the placement does not impede sidewalk traffic or otherwise create a danger to citizens.
14. COA shall comply with all requirements of THE TOWN with respect to parking and street occupancy during all installations and maintenance of Amenities.
15. COA will not service the Amenities during special events due to road closures and other reasons that may reasonably affect access to the Amenities as a result of said special events, THE TOWN and / or the event organizers must supplement our service with THE TOWN's own roadside activities.
16. Maintenance information going back as far as 12 months from the requested date will be available to the TOWN via COA's municipal website portal. Login credentials to the municipal portal website shall be provided

to the TOWN by COA.

EMERGENCY REPAIR - MAINTENANCE

17. THE TOWN may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
18. THE TOWN may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the TRANSIT COORDINATOR's sole opinion, the condition renders a serious danger to the public. In such an event, COA shall as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the TRANSIT COORDINATOR.

REMOVAL AND RELOCATION

19. COA acknowledges and agrees that THE TOWN shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of THE TOWN . COA agrees to remove or relocate any such Amenity within 48 hours of THE TOWN giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the TRANSIT COORDINATOR. Such removal, relocation and restoration shall be at no expense to THE TOWN and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, THE TOWN may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying THE TOWN all costs incurred by THE TOWN for such work.
20. COA shall have the right to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if it is subjected to vandalism or otherwise incurs excessive damage. If either THE TOWN or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that amenity and COA shall relocate the amenity within two (2) business days.
 - 20.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the amenity. THE TOWN has the option to purchase the amenity from COA to keep the existing amenity in place. Should the amenity be sponsored at a later date, COA will share an annual revenue payment with the TOWN.

TRANSIT SHELTER PROXIMITY

21. COA may provide Amenities at sites where advertising transit shelters exist providing that the terms are adhered to by COA and that the TRANSIT COORDINATOR has approved such sites under the same approval criteria as all other sites.

OTHER ADVERTISING PRODUCTS

22. The TRANSIT COORDINATOR will not allow the placement of any other advertising products within the jurisdiction of THE TOWN in locations generally understood to be a transit stop, which interferes with the visibility or effectiveness of COA products.

22.1. The TRANSIT COORDINATOR will not allow the placement of any other advertising products or amenities that serve a similar purpose to those provided under this agreement (as defined "Amenities"). These include, but are not limited to recycling containers or newspaper receptacles with third party advertising within the jurisdiction of THE TOWN (in locations generally understood to be transit stops).

REVENUE, ACCOUNTING & AUDIT

23. COA shall pay to THE TOWN :

For the duration of this agreement,

23.1. 5% of net advertising revenues for each installed advertising amenity.

24. COA shall pay installments (1/12) to THE TOWN for each installed Advertising Amenity at the rate set out in Clause 23.1 each and every month commencing on the first month of this Agreement. This payment will be due within 90 days following the completion of the month the payment relates to.

25. By April 30 of each year, COA shall, if so requested by THE TOWN , provide THE TOWN with financial statements satisfactory to the TRANSIT COORDINATOR showing the revenues received or receivable for all Advertising Amenities for the previous calendar year.

26. THE TOWN or anyone designated by THE TOWN in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the Advertising revenues associated with amenities installed under this agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by THE TOWN .

EXCLUSIVITY

27. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term provided the Agreement is in good standing.

REGULATION OF ADVERTISING COPY/STANDARDS

28. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the Human Rights Code, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the Canadian Code of Advertising Standards and with all other applicable laws. Advertisements shall not:

- 28.1. contain inaccurate or deceptive claims or statements;
 - 28.2. present products prohibited from Sale to minors in such a way as to appeal particularly to persons under legal age;
 - 28.3. present demeaning or derogatory portrayals of individuals or groups;
 - 28.4. take a stand on controversial societal issues;
 - 28.5. exploit violence or sexuality;
 - 28.6. promote tobacco or cannabis products;
 - 28.7. interfere with the operation of equipment or the provision of programs and services; and
 - 28.8. violate or conflict with any existing TOWN policies or any new policies which may be adopted.
29. COA shall remove any advertising that is deemed by the TRANSIT COORDINATOR in his or her sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of THE TOWN giving COA notice, failing which THE TOWN may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

30. COA agrees to make accessible to THE TOWN (upon 30 days written notice), 10% of the unsold, available amenities of THE TOWN under this Agreement during any month for use by THE TOWN (or their agencies) free of charge for public service messages or advertising for municipal purposes. THE TOWN will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install THE TOWN messaging on the 15th of the month following the date of receipt of a final copy of THE TOWN messaging. COA will install all TOWN promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of TOWN messaging.

OWNERSHIP

31. COA shall provide Amenities (where space requirements permit), and retain the full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.
32. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION FOR JUST-CAUSE/REMEDY

33. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the TRANSIT COORDINATOR may, after having given written notice to COA of such default

and which default was not corrected to the satisfaction of the TRANSIT COORDINATOR within 30 days of the notice being given, terminate this Agreement by giving 90 days notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the TRANSIT COORDINATOR.

34. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, THE TOWN may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to THE TOWN all reasonable costs incurred by THE TOWN for such work.
35. COA may terminate this Agreement for convenience at any time and for any reason. COA shall give THE TOWN minimum 60 days' notice in advance of the date of termination for convenience. The Agreement shall terminate and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

NOTICE

36. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by fax to:

To: TOWN of TECUMSEH
Name / Title: Chad Jeffery, Manager Planning Services & Local Economic Development
Address: 917 Lesperance Road
TECUMSEH, ONTARIO N8N 1W9
Fax # 519-735-6712

COA: Creative Outdoor Advertising
Municipal Relations
2402 Stouffville Road
Gormley, Ontario, L0H 1G0
Email: Municipal@CreativeOutdoor.com

37. Service by mail shall be deemed effective the 3rd day after mailing and service by fax shall be deemed upon sending by fax. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

ACTS OF GOD

38. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but

not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

INSOLVENCY

39. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, THE TOWN without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 33 of this Agreement shall be waived.

ASSIGNMENT

40. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of THE TOWN not to be unreasonably withheld.

INDEMNITY

41. Notwithstanding anything else contained in this agreement and except as provided expressly below in this paragraph, COA will not be liable or obligated to THE TOWN or any other person or entity with respect to any matter or thing relating, directly or indirectly, to this agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages including, without limitation, any capital expenditures, reliance costs, lost profits, lost revenues or lost business opportunities even if the parties hereto had been advised of the possibility of such damages. Subject to the foregoing exclusions, COA's aggregate liability in connection with or arising, directly or indirectly, out of or from this agreement and its performance or non-performance shall not exceed, under any circumstances whatsoever, in aggregate the greater of (a) the aggregate amount paid by COA to THE TOWN pursuant to this agreement as of the date of any claim made against COA by THE TOWN hereunder and (b) the stated face amount of any letter of credit, performance bond or similar instrument provided to THE TOWN by COA (or provided to THE TOWN by any financial institution or insurance or bonding company on behalf of COA) as security for the performance by COA to THE TOWN of its obligations under this agreement.
42. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold THE TOWN harmless and indemnified for all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, THE TOWN may, 30 days after having given notice in writing of such failure,

neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs back to be paid by COA and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to THE TOWN .

43. COA covenants and agrees to, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify THE TOWN and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon THE TOWN , their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by THE TOWN , their officers, servants by reason of, or on account of or in consequence of the execution and performance of the contract work, or the non-execution or imperfect execution of the contract work or the supply or non-supply of the work or otherwise by reason of or arising out of the right to occupy portions of the untraveled public highways hereby granted and COA will pay to THE TOWN or any of their officers, servants or agents, on demand, as the case may be, which may be paid, sustained or insured by the suits, claims, liens, executions or demands and all monies paid or payable by THE TOWN or such officers, servants, or agents in settlement or in discharge thereof or on account, thereof and that in default of such payment all loss, costs, changes, damages and expenses and all monies so paid or payable by THE TOWN or such officers, servants, or agents may or may be recovered from COA in any Court of competent jurisdiction as monies paid at COA's request and COA hereby authorize and empower THE TOWN or thereafter their solicitors for the time being to settle or compromise as THE TOWN or their solicitors may deem expedient, any actions, suits, claims, liens, executions or demands which may be brought against or made upon THE TOWN , their officers, servants, or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of the contract work and the supply or non-supply of the contract work or otherwise by reason of or arising out of or as a result of this Agreement or the permission to occupy portions of the highways hereby given.
44. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless THE TOWN from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by THE TOWN .

INSURANCE

45. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which THE TOWN is named insured equal to or in excess of the following minimum requirements and COA further agrees to file with THE TOWN and, a copy of the certificate of Liability

Insurance evidencing such requirements. The Liability insurance policy shall:

- 45.1. Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of THE TOWN based on reasonable grounds acceptable to COA;
- 45.2. Be comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;
- 45.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
- 45.4. Contain a cross-liability clause;
- 45.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and THE TOWN) under the policies.

AGREEMENT DEFINITION

- 46. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit
- 47. This Agreement shall be subject to, and interpreted in accordance with the Province of ONTARIO.
- 48. Clauses 41 to 44 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
- 49. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
- 50. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
- 51. The parties agree and expressly confirm that the TOWN has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the TOWN in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the TOWN or ANY agency on behalf of the TOWN levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, the TOWN shall be responsible for the payment of such taxes.
- 52. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on TOWN property.

53. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
54. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
55. All contracts, whether of employment or otherwise, entered into by CAO with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by CAO as principal and not as agent of the TOWN and the TOWN shall have no liability thereon.
56. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
57. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

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

Dated at _____ this _____ day of _____, _____

THE CORPORATION OF THE TOWN OF TECUMSEH

Dated at _____ this _____ day of _____, _____

THE BENCH PRESS LTD

o/a CREATIVE OUTDOOR ADVERTISING

Name: _____

Title: _____

I have the authority to bind the corporation



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: July 26, 2022

Report Number: DS-2022-34

Subject: Zoning By-law Amendment
205-227 Lesperance Road
Results of Public Meeting and Final Recommendation
OUR FILE: D19 205LES

Recommendations

It is recommended:

That a by-law having the effect of amending the Tecumseh Zoning By-law 1746 by rezoning 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) from “Residential Zone 3 (R3)” to “Residential Zone 3 (R3-22)” 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 in keeping with DS-2022-34, **be adopted**.

Executive Summary

A Zoning By-law amendment application was submitted by Suburban Construction & Management Ltd. (“the Owner”) to facilitate the redevelopment of 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). The Owner is proposing a residential development consisting of four, 2.5 storey, six-unit dwellings. [DS-2022-18](#) was received by Council at the May 10, 2022 Regular Council Meeting and at the June 28, 2022 Public Meeting. This Report summarizes comments received as part of the public

consultation process and focuses on any matters that were not specifically responded to at the Public Meeting, by providing administrative responses to those comments along with relevant planning analysis, and makes a final recommendation to adopt the associated Zoning By-law amendment.

Background

Planning Application and Property Location

The Owner filed an application with the Town to amend the Zoning By-law 1746 for a 0.38 hectare (0.94 acre) parcel of land (“subject property”) situated at the southwest corner of the Lesperance Road/Dillon Drive intersection (205-227 Lesperance Road) (see Attachment 1). The proposed amendment would facilitate the redevelopment of the subject property for four, 2.5 storey, six-unit dwellings (see Attachments 2, 3A and 3B).

Issues Raised Through Public Consultation Process

On June 28, 2022, Council held a virtual/electronic public meeting in accordance with *The Planning Act* to hear comments on the proposed application.

Concerns were raised by abutting property owners with respect to compatibility/site design, building height and privacy. Written comments were also provided by the Essex Region Conservation Authority. A number of the issues were addressed directly by Administration and the Applicant at the public meeting. The purpose of this Report is to comment on those issues that remained outstanding at the end of the public meeting and required further consideration by Administration and the Owner.

Comments

The outstanding issues raised by the public and Administration’s comments are as follows:

Issue Raised - Compatibility/Site Design

The proposed development is not compatible with surrounding land uses.

Administration’s Response

It is a commonly held planning principle that being “compatible with” is not the same thing as being the same as or even being “similar to”. Being “similar to” implies having

a resemblance to another thing; they are like one another, but not completely identical. Being “compatible with” fundamentally implies being capable of existing together in harmony. As a general tenet of planning, residential uses by their very nature are compatible with other residential uses. Multi-unit residential development adjacent to single unit detached dwellings, like the subject proposal, is a built form and land use mix that currently exists to the immediate south of the subject property, and along other portions of Lesperance Road (and is a common land use pattern in urban areas). Compatibility is achieved by addressing differences in scale and massing of abutting residential properties through building orientation/positioning, building design, site design, buffering, landscaping and appropriate setbacks – all of which have been addressed through the subject proposal.

Administration has also reviewed the proposed development in the context of Section 3.18 Land Use Compatibility of the Town’s Official Plan and has determined that the resultant form, function and use of land are compatible with surrounding land uses. Site design issues, as noted above, will be adequately addressed through the site plan control approval process.

Issue Raised – Location of Proposed Parking Lot in Relation to Existing Residential Rear Yards to the West

The proposed location of the parking lot could result in an unsafe condition whereby vehicles would travel from the proposed parking lot into the rear yards of the existing residential properties located to the west.

Administration’s Response

The proposed location of the parking lot is a common design and is frequently seen throughout other developments in the Town where residential and commercial development with parking lots abut low density residential uses. As is the case with these existing developments, the proposed parking lot will be delineated by six-inch curbing (in accordance with the Ontario Provincial Standard Drawing for Concrete Barrier Curbs, OPSD 600.100) and a combination of landscaping, including trees, and privacy fencing. In addition, this proposal has the benefit of having a 3.0 metre (10 foot) municipal lane situated between the subject property’s proposed parking lot and the existing residential development to the west. Administration believes that the location of the proposed parking lot with the proposed design features will result in an appropriate and safe design.

Planning Policy Analysis

An overview of the relevant planning policies contained within the Provincial Policy Statement, the County of Essex Official Plan and the Tecumseh Official Plan was

provided in Report DS-2022-18. The following is a summary of the planning analysis provided in that report.

Provincial Policy Statement (PPS)

The PPS encourages and supports development on lands identified for urban growth in settlement areas. It also establishes that the Town should be supporting and promoting residential infill development that results in compact built form and makes more efficient use of existing services while offering a range of housing forms/types/tenures to meet expected demands such as those of the growing senior cohort of the Town's population.

The proposed residential development is consistent with the foregoing policies. It provides an alternative form of housing type and at a density that provides for a more compact built form. The proposed development is also a means of achieving intensification in accordance with the definition contained in the PPS. Based on the foregoing, it is the opinion of the writer that the applications for the proposed residential development are consistent with the PPS.

County of Essex Official Plan

Any amendment to a local official plan must be in conformity with the policy direction contained in the County of Essex Official Plan (County OP). The subject lands are within an identified settlement area of the County OP. The goals and policies of the County OP encourage a range of residential development within identified settlement areas such as the fully serviced urban areas of the Town of Tecumseh. Accordingly, the proposed development conforms to the goals and policies of the County OP.

Tecumseh Official Plan

The Official Plan provides broad support for the type of residential development proposed. The subject property is currently designated "Residential" in the Tecumseh Official Plan. The type of dwellings proposed are contemplated by this designation provided they can be appropriately integrated with the existing and proposed development pattern by meeting the applicable policies of the Plan.

The proposed development conforms to the criteria established by the Official Plan in with respect to high-density development and meets the intent of the compatibility criteria and urban design guidelines.

To ensure compatibility and the implementation of proper urban design features, the subject property will require approval of a Site Plan Control Agreement prior to any development taking place.

Amendment Procedures in the Tecumseh Official Plan

Section 10.18, Amendment Procedures, of the Tecumseh OP establishes that due regard shall be given to the following matters when contemplating an Official Plan and/or Zoning By-law Amendment:

- i) the degree of conformity of the proposed amendment to the general intent and philosophy of this Plan, particularly the planning principles as set out in Section 2.3, and consistency with provincial policy;
 - as noted earlier in this Report, it is the opinion of the writer that the proposed amendment is consistent with the PPS. Further, the proposed amendment conforms to the general intent and philosophy of the Tecumseh Official Plan by directing development to an identified settlement area and by supporting the concept of creating mixed-use, compact and pedestrian-oriented development within designated and fully serviced settlement areas. The proposed residential use of the property would be in keeping with relevant policies of the Official Plan.
- ii) the availability and suitability of land already designated for the proposed use, and the need for (or market feasibility of) the proposed use;
 - the subject lands are designated Residential which permits high density residential development subject to meeting prescribed criteria. It has been demonstrated earlier in this Report that these criteria have been met. Accordingly, this rezoning would have the effect of implementing the policies of the Official Plan.
- iii) the compatibility of the proposal, or the adequacy of proposed mechanisms for achieving compatibility, with adjacent and planned uses;
 - as noted earlier in this Report, the proposed development on the subject property is compatible with the surrounding neighbourhood
- iv) the ability of the Town's infrastructure to accommodate the proposal;
 - as noted in DS-2021-18, the following comments have been provided by Town Administration related to municipal infrastructure:
 - i) the proposed development will be serviced with full municipal services. A sanitary assessment was completed for the proposed development which confirmed that the proposed development can be accommodated within the existing sanitary sewer system. Public Works and Engineering Services indicates that it has no

concerns with the development of the property for the proposed use. Municipal sanitary sewers and water services are currently available to the property and can accommodate the proposed development;

- ii) in terms of stormwater services, stormwater management will be required for quality and quantity control, the details of which will be addressed through the site plan control process.
- v) The adequacy of the transportation system to accommodate the proposal;
 - Town Administration has reviewed the Traffic Impact Study submitted in support of the applications and is satisfied with its findings.

Conclusion

In summary, it is the opinion of the writer that the proposed Zoning By-law Amendment to allow the proposed residential development is consistent with the PPS, conforms to the County OP and Tecumseh OP and will result in appropriate development that is based on sound land use planning principles. Detailed site design issues will be addressed through the required Site Plan Control agreement that will be finalized and recommended for execution at a future date.

Accordingly, Town Administration recommends that Council pass a by-law amending Zoning By-law 1746 permitting the development of the subject property for the proposed residential use.

Consultations

Public Works & Engineering Services

Financial Implications

There are no financial implications.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

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
2.	Preliminary Site Plan

Attachment Number	Attachment Name
3A.	Preliminary Architectural Renderings 1
3B.	Preliminary Architectural Renderings 2



Prepared By:
Development Services

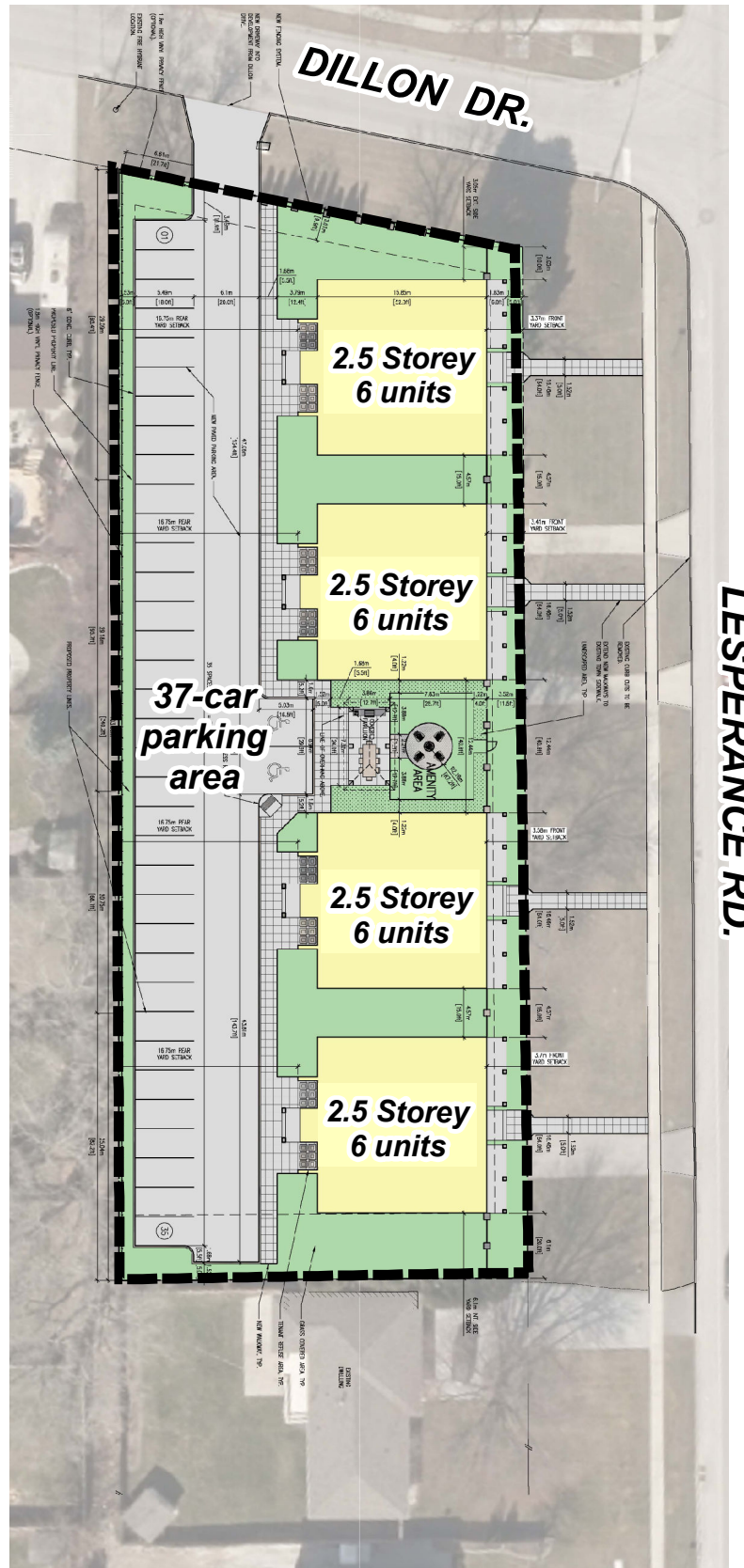


Legend:



Subject
Property

Attachment 1, DS-2022-34
Zoning By-law Amendment
205-227 Lesperance Road
Property Location



Prepared By:
Development Services

Attachment 2, DS-2022-34
Zoning By-law Amendment
205-227 Lesperance Road
Preliminary Site Plan



Bird's Eye View, looking east towards Lesperance Road



View of Front Facade from Lesperance/Dillon Intersection, looking southwest.



Prepared By:
Development Services

Attachment 3A, DS-2022-34
Zoning By-law Amendment
205-227 Lesperance Road
Preliminary Architectural Renderings 1



View of Rear Facade, looking southeast towards Lesperance Road



View of Central Amenity Area, looking east towards Lesperance Road.



Prepared By:
Development Services

Attachment 3B, DS-2022-34
Zoning By-law Amendment
205-227 Lesperance Road
Preliminary Architectural Renderings 2



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council
From: Jennifer Alexander, Acting Clerk
Date to Council: July 26, 2022
Report Number: LCS-2022-27
Subject: Skate Shop Lease Agreement - Tecumseh Arena

Recommendations

It is recommended:

That the one-year Lease Agreement with AAA Profile Sharpening and its owner, Douglas Stadder, commencing August 1, 2022 and ending July 31 2023, at a monthly fee of \$350 plus HST, with an option to renew for one additional five (5) year term upon providing 120 days' written notice to the Town, **be approved;**

And that the Mayor and the Clerk be authorized **to execute** the Lease Agreement between the Town and AAA Profile Sharpening.

Background

The Town entered into a five (5) year Lease Agreement with The Skate Pro, owned and operated by Chuck Gravelle, commencing May 1, 2017, to provide skate shop services including ice skate sharpening and sporting goods concession at the Tecumseh Arena (Lease Agreement).

The Lease Agreement provided for a monthly fee of \$330 plus HST for the period May 1, 2018 through April 30, 2023.

During the COVID-19 Pandemic, Mr. Gravelle provided the Town with notice to terminate the agreement. Since reopening the Arena to programs, the Skate Shop has not been operational.

Comments

Skate sharpening and sporting goods concessions are considered to be a necessary and beneficial service at the Tecumseh Arena. The Tecumseh Arena is one of a few local arena facilities to offer in-house skate sharpening. Most local arenas have lost their skate shop tenants and are not able to offer on-site skate sharpening.

Mr. Douglas Stadder approached the Town with his expressed desire to resume the operation of the skate shop services, including ice skate sharpening and sporting goods concession, at the Tecumseh Arena.

Mr. Douglas Stadder currently owns and operates Stadder Contracting & Excavating Inc. (Company) in Windsor. The Town's Solicitor conducted a business title search on Mr. Stadder's Company and determined that the company is in good standing with recent tax filings and the Company remains intact. Mr. Stadder has registered the business name AAA Profile Sharpening to conduct business operations of the Skate Shop.

In Attachment 1, the lease agreement is similar to the terms and conditions of previous agreements the Town has entered into to operate the Skate Shop. The monthly fee has been increased to \$350 plus HST per month. The lease agreement also has an option to renew for a five-year term.

It is recommended that the Town enter into a lease agreement with AAA Profile Sharpening for a one-year term commencing August 1, 2022, and ending July 31, 2023, with the option to renew for one additional five-year term upon 120 days' written notice to the Town.

Consultations

Community & Recreation Services
Financial Services

Financial Implications

The Lease Agreement with AAA Profile Sharpening provides annual revenue to the Town and offers beneficial services to patrons of the Tecumseh Arena. Revenues from the lease agreement are included in the annual operating budget for the Tecumseh Arena.

The lease agreement stipulates a monthly lease payment of \$350 plus HST.

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:

Jennifer Alexander, MPA
Acting Clerk

Reviewed by:

Zora Visekruna, MBA
Deputy Treasurer & Manager Financial Services

Reviewed by:

Paul Anthony, RRFA
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Lease Agreement

This Agreement made this _____ day of _____, 2022.

Between:

The Corporation of The Town Of Tecumseh
hereinafter called the "Corporation" or "Owner"

Of The First Part

-and-

AAA Profile Sharpening
hereinafter called the "Concessionaire" or "Lessee" or "Tenant"

Of The Second Part

Whereas the Corporation is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

And Whereas the Concessionaire has applied to the Corporation for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

Witnesseth that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the parties hereto agree as follows:

A. The Owner Covenants and Agrees:

1. The Corporation hereby grants permission to the Concessionaire to operate a skate shop, skate sharpening and sporting goods concession in the Tecumseh Arena, located in the lobby and in the area adjacent to the player's hallway, with an area of 210 square feet (the "Premises" or "Area"), for the period from the 1st day of August, 2022, to the 31st day of July, 2023.
2. The Corporation shall furnish reasonable amounts of electric current to the Premises as required for normal and usual purposes ("Electricity") and pay for the same.

B. The Tenant Covenants and Agrees:

The Concessionaire further covenants and agrees as follows:

1. To pay to the Corporation, rent as follows:
 - a) The Concessionaire shall pay in advance on the first day of each month during the term commencing the 1st day of August, 2022 through to and including July 31, 2023, the sum of \$350.00 plus HST.
2. To pay to the Owner all monies owed by the first (1st) day of the month. Interest at the rate of ten percent (10%) per annum shall be charged on all accounts that are thirty (30) days overdue.
3. To supply, install and provide the following, at its expense, at the Premises:
 - a) Ice skate sharpening machines;
 - b) A blower system for skate sharpening machines in order to keep the skate shop free of grindings, filings and dust; and
 - c) Any and all machinery, chattels, fixtures, goods of any kind required to carry on its business at the Premises
4. That all shelving and cupboards contained in the room are the property of the Concessionaire.
5. That no re-modeling or structural changes will be made to the room without the prior written consent of the Corporation's Director Community & Recreation Services or any other person or department designated by the Corporation in writing.
6. To be responsible for the maintenance of the room and all related equipment at the Concessionaire's sole and exclusive expense.
7. To keep the Premises in a clean and sanitary condition at all times and to pick up and remove all wastepaper or other materials including, without limitation, those resulting from the operation of the skate shop, all at the Concessionaire's sole and exclusive expense. The Concessionaire covenants to notify the Corporation of any state of disrepair or damage done to the Premises.
8. To indemnify and save harmless the Corporation, absolutely from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Corporation shall or may become liable or suffer however arising, caused or having to do in any way with Concessionaire's rental of the Premises or the Corporation's facilities or by reason of any breach, violation or non-performance by the Concessionaire of any covenant, or proviso hereof, or by reason of any

loss, injury, and/or death occasioned to or suffered by any person or persons or any property through any act, omission, negligence or default by the Concessionaire or any of its agents, invitees, spectators, employees, assigns, or anyone for whom the Tenant is at law responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this agreement shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

9. The Concessionaire shall during the entire term of this Agreement, at its sole cost and expense, take out and keep in full force and effect (and to provide the Corporation with proof thereof satisfactory to the Corporation) in the names of the Concessionaire and the Corporation commercial general liability insurance from the Concessionaire's insurance carrier of not less than two million (\$2,000,000.00) applying to all operations of the Concessionaire and which shall include, but not be limited to, bodily injury liability, personal injury liability, products liability, contractual liability, contingent liability and tenants' legal liability with respect to the occupancy by the Concessionaire of the Premises. Such policies shall be written on a comprehensive basis with limits of not less than \$2,000,000.00 per occurrence (or such higher limits as the Corporation or its mortgagees, or the trustee for the bondholders may require from time to time) and with cross liability clause.
10. The Concessionaire shall comply with all requirements of the Workplace Safety & Insurance Act, the Occupational Health and Safety Act, Environmental Protection Act and all other applicable law, regulations and by-laws. The Concessionaire shall provide proof from time to time and upon request from the Corporation and forthwith upon execution of this document a valid clearance certificate issued by the Workplace Safety and Insurance Board. The Contractor represents to the Corporation and shall ensure that all its employees, agents, volunteers, or others for whom the Concessionaire is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005* as amended (the "Act").

C. Additional Terms

1. This agreement may not be transferred or assigned by the Concessionaire. The Concessionaire shall not sublet any portion of the sports/skate shop areas without the prior written approval from the Corporation in its sole discretion.
2. Upon termination of this agreement the Concessionaire shall at its own expense remove all of its chattels from the Premises and leave the skate shop Area in a clean and well-maintained state of repair. The Concessionaire shall remain liable for any damage or state of disrepair to the Premises, the Tecumseh Arena, and the Corporation's property including, but not limited to,

any losses, fines or charges incurred by the Corporation as a result of the acts of the Concessionaire, its agents, invitees, employees, customers, assigns and anyone for whom it is at law responsible. The Concessionaire shall not be entitled to be compensated for any of the improvements which the Concessionaire may have made to the skate shop area.

3. It is further understood and agreed that at the commencement of each season, the parties hereto shall meet to review and agree upon (in writing) the hours of operation of the Concessionaire's business to ensure such business is open during peak hours of operation.
4. It is further understood and agreed that upon the failure of the Concessionaire to carry out any of the provisions of this agreement or upon the failure of the parties to agree on minimum hours of operation as provided in paragraph C.3. of this Agreement, this Agreement may be cancelled by either party upon ninety (90) days' advance written notice.
5. Notwithstanding paragraph A.1., and in addition to any other remedies available to the Corporation, the Corporation may terminate this agreement at any time if the Concessionaire fails to perform any of its covenants and obligations set forth herein, provided that the Corporation provides at least thirty (30) days' notice in writing of termination. If within the thirty (30) day period the Concessionaire complies with all covenants and obligations contained in this agreement then the notice of termination will become null and void without limiting the right of the Corporation to raise any further issue of performance of the terms of this agreement on the part of the Concessionaire.
6. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Concessionaire or by the Concessionaire to the Corporation under the provisions of this agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Concessionaire, to: Stadder Contracting & Excavating Inc.
o/a AAA Profile Sharpening
3499 Glenwood Avenue
Windsor, ON N9E 2Y4
Attention: Doug Stadder

or in the case of the Corporation, to: Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Clerk

or to such other address as either party may from time to time designate by written notice to the other.

7. The Concessionaire has the option to negotiate a renewal term for an additional five (5) year term, upon providing notice in writing to the Corporation of its intention to negotiate a renewal of the term no later than 120 days prior to the expiration of the then current Term of this Agreement. If the parties are unable to agree to terms of renewal by July 1, 2023, then this agreement will terminate on July 31, 2023 and the option shall be of no force and effect notwithstanding any other dispute arising under this agreement may be determined by arbitration.
8. The parties agree that any disputes under this agreement will be determined by arbitration and said arbitration shall be conducted in all respects in accordance with the *Arbitrations Act*, R.S.O. 1991, S.O. 1991, c. 17. The existence of a dispute shall not entitle the Concessionaire to extend the then current Term of the Agreement or affect the right of the Corporation to terminate the Agreement in accordance with the terms of this Agreement.
9. Notwithstanding anything to the contrary in this Agreement contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles; inability to procure materials or services; epidemic, pandemic, failure of power; restrictive governmental laws or regulations; riots, insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse the Tenant from the prompt payment of rent or any other payments required by the terms of this Lease.
10. 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. **The parties acknowledge that the doctrine of “contra proferentem” shall not apply to any of the terms of this Agreement.**

In Witness Whereof the parties hereunto affixed their signatures and corporate seals,
attested to by the hands of their proper officers duly authorized in that behalf.

Signed, Sealed & Delivered
In The Presence of:

) **The Corporation of The**
) **Town of Tecumseh**
)
)
)

Date

) Mayor Gary McNamara
)
)
)

Date

) Jennifer Alexander, Acting Clerk
) We have authority to bind the
) Corporation
)
) **Stadder Contracting & Excavating Inc.**
) **o/a AAA Profile Sharpening**
)

Date

) Douglas Stadder
) I have authority to bind the Corporation



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: July 26, 2022

Report Number: PWES-2022-36

Subject: Riverside Drive Multi-Use Trail – Tender Results

Recommendations

It is recommended:

That report PWES-2022-36 Riverside Drive Multi-Use Trail – Tender Results, **be received;**

And that the single tender received for the Riverside Drive Multi-Use Trail project, from Piera Con Enterprises Inc., **be rejected** due to the bid being significantly over budget;

And further that Administration **be authorized** to negotiate with Piera Con Enterprises Inc. for a lower price that is closer to the pre-tender estimate provided by the Town's consultant, in accordance with Section 4.5 of the Town's Purchasing Policy.

Background

At the June 22, 2021 RCM, the Town's consultants presented the technical recommendations for the multi-use trail to Council. The presentation addressed additional comments received through the PlaceSpeak platform such as safety concerns, property impacts, and environmental impacts.

Based on their evaluation, the consultants recommended proceeding with the detailed design and construction of the Riverside Drive Multi-Use Trail on the south side of Riverside Drive. After deliberations, Council received [Report PWES-2021-29](#) (Motion:

RCM-195/21) and gave approval to proceed with the detailed design and installation of a recreational multi-use trail on the south side of Riverside Drive from the Tecumseh-Windsor border to Manning Road (Motion: RCM-196/21).

In August 2021, the federal government announced its financial support from the Canada Community Revitalization Fund (CCRF) for post-pandemic recovery intended to assist communities rebound from the effects of the COVID-19 pandemic. The Town of Tecumseh community infrastructure project, Riverside Drive Multi-Use Trail, was funded through this program. This one-time special intake will fund up to 75% of the total eligible project costs of the Riverside Drive Multi-Use Trail, to a maximum of \$750,000. Additional information on the CCRF can be found in the following reports, [PWES-2021-35](#) and [PWES-2021-40](#).

At the March 8, 2022 Regular Meeting of Council, Council received report [PWES-2022-06](#) that provided an update on the project including a visual presentation of the trail alignment at the 90% design stage and outlined the next steps required to complete the project (Motion: RCM-82/22).

Comments

At the January 25, 2022 Regular Meeting of Council, Council approved the recommendations of Report [PWES-2022-03](#) titled “Approval of 2022 Public Works & Engineering Services 2022 Capital Works Projects” that authorized Administration to proceed with the 2022 capital works projects including the construction of the Riverside Drive Multi-Use Trail project (Motion: RCM-23/22).

Tender Call No.1

A tender call for the project was advertised on the Town’s website on June 10, 2022, and closed on Thursday July 7, 2022, **with no bids being received**.

Administration reached out to several local contractors to discuss the lack of interest in the project and received the following feedback:

- **Timing:** Many contractors indicated that they already have many commitments scheduled at this time.
- **Project size and scope:** Contractors identified a greater interest in larger sewer and road contracts, specifically larger projects that were being tendered during that same time period.
- **Project environment:** Given the high-profile nature of this project there was uncertainty surrounding the level of efforts required around public relations throughout construction.

Tender Call No.2

Through discussions with several potential local bidders, Administration was led to believe that if the project was to be retendered that a few bids would be submitted.

A second tender call for the project was advertised on the Town's website on Friday, July 8, 2022, with a closing date of Thursday July 14, 2022. One (1) tender was received, and the results are as follows:

Contractor	Tender (excluding HST)
Piera Con Enterprises Inc.	\$2,755,571

Based on the review by Dillon Consulting Limited (Dillon), a mathematical error was made in the tender. This error did not affect the Total Tender Price or the section subtotals. There were no other irregularities identified in the tender received for this work.

Administration, in consultation with Dillon Consulting Limited (Dillon), recommends that Council reject the Tender bid for the Riverside Drive Multi-Use Trail from Piera Con Enterprises Inc. due to bid being significantly over budget, and enter into negotiations for a lower price that is closer to the pre-tender estimate provided by the Town's consultant (\$1.67M), in accordance with Section 4.5 of the Town's Purchasing Policy.

Canada Community Revitalization Fund

The Town has been granted funding on this project under the CCRF for 75% of eligible construction costs, as stipulated in the signed CCRF agreement, to a maximum contribution amount of \$750,000. The CCRF program is scheduled to end as of March 31, 2023 and in the absence of an acceptable bid to undertake construction this fall, grant funding for this project is in jeopardy.

Administration has reached out to CCRF staff to discuss a possible extension due to difficulties with tendering proceeds that are putting the Town at risk of not meeting the program deadlines. In discussion with CCRF staff, it was relayed to Administration that the funding **may be extended but this has yet to be confirmed**. Administration has reached out to our local MP to lobby for an extension on the Town's behalf and a letter requesting extension is underway from the Mayor's Office to the Minister. If the grant deadline is extended, there would be a sizeable benefit for the Town given the contribution allotted for this project.

Next Steps

Administration will look to implement the following options moving forward:

1) Negotiation with Single Bidder

Administration to enter negotiations with Piera Con Enterprises Inc. for a lower price that is closer to the pre-tender estimate provided by the Town's consultant (\$1.67M), in accordance with Section 4.5 of the Town's Purchasing Policy.

2) CCRF Program Extension

Administration will continue to work with our contacts at CCRF as well as our local MP to lobby for an extension to the CCRF Program beyond the March 2023 deadline. If successful, the Town would then look to tender the project in the Fall 2022 with construction to commence in Spring 2023. This would be completed following Section 4.4(a) of the Town's Purchasing Policy.

3) Direct Negotiation

In anticipation that the CCRF Program may not be extended and the works need to be completed within the current program timeframe, Administration will look to enter into negotiations with local contractor(s) who may be willing and able to complete the works in 2022 at a price close to the current construction estimate provided by our consultant. This would be completed following Section 3.11(c) of the Town's Purchasing Policy as a single source contract. This option would only be necessary if negotiations with the current bidder (Option 1) fail.

A report will be forthcoming to Council regarding the outcome of these options.

Consultations

Financial Services
Dillon Consulting Limited

Financial Implications

Report PWES-2022-03 provided an estimated project cost of \$1,867,400 and funding approval as follows:

Lifecycle Reserve Fund	Construction	Engineering	Contingency	Total
Road LC Reserve Fund	\$1,275,900	\$322,300	\$63,800	\$1,662,000
Storm Sewer LC Reserve	\$138,500	\$35,000	\$6,900	\$180,400
Watermain Reserve Fund	\$19,200	\$4,800	\$1,000	\$25,000
Total	\$1,433,600	\$362,100	\$71,700	\$1,867,400

The total tendered bid received in the amount of \$2,755,571 is over the \$1,433,600 construction budget by \$1,321,971 or by approximately 192%.

Since the project funding allocation as summarized in the table above, there has been a significant increase in material and labour costs throughout the industry. The budgetary estimate for construction of \$1.4M was re-evaluated just prior to tendering, with Dillon providing an updated construction cost estimate of \$1.67M considering the recent inflationary pressures. The total tendered bid received is over the consultant's updated construction estimate by approximately 165%.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Cheryl Curran, BES
Project Technician

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Summary of Tender Results and Award Recommendation Letter

Our File: 21-2587 (Corr.)

July 26, 2022

SENT VIA EMAIL

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

Attention: Phil Bartnik, P.Eng.
Director of Public Works and Environmental Services

Riverside Drive Multi-Use Pathway
In the Town of Tecumseh
Summary of Tender Results

One tender was received on July 14, 2022 for this project. The tender result is summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
Piera Con Enterprises Inc.	\$ 2,755,571.00

Based on our review of the tender submission, a mathematical error was made in the tender of Piera Con Enterprises Inc. This error did not affect the Total Tender Price or the section subtotals.

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

We understand that the Tenderer submitted the required \$170,000.00 Bid Bond which the Town has retained. We further understand that the Tenderer acknowledged receipt of Addendum No. 1 to No. 4.

The total pre-tender project cost estimated for this project is \$1.67 Million. It is understood that due to the high demand this 2022 Construction season, specific nature of the project, and global cost increases (material, fuel, and labour), construction prices could exceed the estimated total pre-tender project cost. The Total Tender Price of \$2,755,571.00 is approximately \$1.08 Million (65%) over the estimated project cost.

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

Corporation of the Town of Tecumseh
Page 2
July 26, 2022



We understand that the Tender Price for this project exceeds the available funding and as such, we recommend that the Town of Tecumseh consider not awarding the Contract.

Yours sincerely,

DILLON CONSULTING LIMITED

Dean Rice, P.Eng.
Project Manager

DCR:jrb
Encl.: Piera Con Enterprises Inc. Bid Submission with Errors Noted

The Corporation of the Town of Tecumseh

By-Law Number 2022-055

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and AAA Profile Sharpening

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

And Whereas AAA Profile Sharpening (Concessionaire) has applied to the Town for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

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 an Agreement between The Corporation of the Town of Tecumseh and AAA Profile Sharpening dated the 1st day of August 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. **THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 26th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

This Agreement made this _____ day of _____, 2022.

Between:

The Corporation of The Town Of Tecumseh
hereinafter called the "Corporation" or "Owner"

Of The First Part

-and-

AAA Profile Sharpening
hereinafter called the "Concessionaire" or "Lessee" or "Tenant"

Of The Second Part

Whereas the Corporation is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

And Whereas the Concessionaire has applied to the Corporation for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

Witnesseth that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the parties hereto agree as follows:

A. The Owner Covenants and Agrees:

1. The Corporation hereby grants permission to the Concessionaire to operate a skate shop, skate sharpening and sporting goods concession in the Tecumseh Arena, located in the lobby and in the area adjacent to the player's hallway, with an area of 210 square feet (the "Premises" or "Area"), for the period from the 1st day of August, 2022, to the 31st day of July, 2023.
2. The Corporation shall furnish reasonable amounts of electric current to the Premises as required for normal and usual purposes ("Electricity") and pay for the same.

B. The Tenant Covenants and Agrees:

The Concessionaire further covenants and agrees as follows:

1. To pay to the Corporation, rent as follows:
 - a) The Concessionaire shall pay in advance on the first day of each month during the term commencing the 1st day of August, 2022 through to and including July 31, 2023, the sum of \$350.00 plus HST.
2. To pay to the Owner all monies owed by the first (1st) day of the month. Interest at the rate of ten percent (10%) per annum shall be charged on all accounts that are thirty (30) days overdue.
3. To supply, install and provide the following, at its expense, at the Premises:
 - a) Ice skate sharpening machines;
 - b) A blower system for skate sharpening machines in order to keep the skate shop free of grindings, filings and dust; and
 - c) Any and all machinery, chattels, fixtures, goods of any kind required to carry on its business at the Premises
4. That all shelving and cupboards contained in the room are the property of the Concessionaire.
5. That no re-modeling or structural changes will be made to the room without the prior written consent of the Corporation's Director Community & Recreation Services or any other person or department designated by the Corporation in writing.
6. To be responsible for the maintenance of the room and all related equipment at the Concessionaire's sole and exclusive expense.
7. To keep the Premises in a clean and sanitary condition at all times and to pick up and remove all wastepaper or other materials including, without limitation, those resulting from the operation of the skate shop, all at the Concessionaire's sole and exclusive expense. The Concessionaire covenants to notify the Corporation of any state of disrepair or damage done to the Premises.
8. To indemnify and save harmless the Corporation, absolutely from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Corporation shall or may become liable or suffer however arising, caused or having to do in any way with Concessionaire's rental of the Premises or the Corporation's facilities or by reason of any breach, violation or non-performance by the Concessionaire of any covenant, or proviso hereof, or by reason of any

loss, injury, and/or death occasioned to or suffered by any person or persons or any property through any act, omission, negligence or default by the Concessionaire or any of its agents, invitees, spectators, employees, assigns, or anyone for whom the Tenant is at law responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this agreement shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

9. The Concessionaire shall during the entire term of this Agreement, at its sole cost and expense, take out and keep in full force and effect (and to provide the Corporation with proof thereof satisfactory to the Corporation) in the names of the Concessionaire and the Corporation commercial general liability insurance from the Concessionaire's insurance carrier of not less than two million (\$2,000,000.00) applying to all operations of the Concessionaire and which shall include, but not be limited to, bodily injury liability, personal injury liability, products liability, contractual liability, contingent liability and tenants' legal liability with respect to the occupancy by the Concessionaire of the Premises. Such policies shall be written on a comprehensive basis with limits of not less than \$2,000,000.00 per occurrence (or such higher limits as the Corporation or its mortgagees, or the trustee for the bondholders may require from time to time) and with cross liability clause.
10. The Concessionaire shall comply with all requirements of the Workplace Safety & Insurance Act, the Occupational Health and Safety Act, Environmental Protection Act and all other applicable law, regulations and by-laws. The Concessionaire shall provide proof from time to time and upon request from the Corporation and forthwith upon execution of this document a valid clearance certificate issued by the Workplace Safety and Insurance Board. The Contractor represents to the Corporation and shall ensure that all its employees, agents, volunteers, or others for whom the Concessionaire is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005* as amended (the "Act").

C. Additional Terms

1. This agreement may not be transferred or assigned by the Concessionaire. The Concessionaire shall not sublet any portion of the sports/skate shop areas without the prior written approval from the Corporation in its sole discretion.
2. Upon termination of this agreement the Concessionaire shall at its own expense remove all of its chattels from the Premises and leave the skate shop Area in a clean and well-maintained state of repair. The Concessionaire shall remain liable for any damage or state of disrepair to the Premises, the Tecumseh Arena, and the Corporation's property including, but not limited to,

any losses, fines or charges incurred by the Corporation as a result of the acts of the Concessionaire, its agents, invitees, employees, customers, assigns and anyone for whom it is at law responsible. The Concessionaire shall not be entitled to be compensated for any of the improvements which the Concessionaire may have made to the skate shop area.

3. It is further understood and agreed that at the commencement of each season, the parties hereto shall meet to review and agree upon (in writing) the hours of operation of the Concessionaire's business to ensure such business is open during peak hours of operation.
4. It is further understood and agreed that upon the failure of the Concessionaire to carry out any of the provisions of this agreement or upon the failure of the parties to agree on minimum hours of operation as provided in paragraph C.3. of this Agreement, this Agreement may be cancelled by either party upon ninety (90) days' advance written notice.
5. Notwithstanding paragraph A.1., and in addition to any other remedies available to the Corporation, the Corporation may terminate this agreement at any time if the Concessionaire fails to perform any of its covenants and obligations set forth herein, provided that the Corporation provides at least thirty (30) days' notice in writing of termination. If within the thirty (30) day period the Concessionaire complies with all covenants and obligations contained in this agreement then the notice of termination will become null and void without limiting the right of the Corporation to raise any further issue of performance of the terms of this agreement on the part of the Concessionaire.
6. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Concessionaire or by the Concessionaire to the Corporation under the provisions of this agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Concessionaire, to: Stadder Contracting & Excavating Inc.
o/a AAA Profile Sharpening
3499 Glenwood Avenue
Windsor, ON N9E 2Y4
Attention: Doug Stadder

or in the case of the Corporation, to: Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Clerk

or to such other address as either party may from time to time designate by written notice to the other.

7. The Concessionaire has the option to negotiate a renewal term for an additional five (5) year term, upon providing notice in writing to the Corporation of its intention to negotiate a renewal of the term no later than 120 days prior to the expiration of the then current Term of this Agreement. If the parties are unable to agree to terms of renewal by July 1, 2023, then this agreement will terminate on July 31, 2023 and the option shall be of no force and effect notwithstanding any other dispute arising under this agreement may be determined by arbitration.
8. The parties agree that any disputes under this agreement will be determined by arbitration and said arbitration shall be conducted in all respects in accordance with the *Arbitrations Act*, R.S.O. 1991, S.O. 1991, c. 17. The existence of a dispute shall not entitle the Concessionaire to extend the then current Term of the Agreement or affect the right of the Corporation to terminate the Agreement in accordance with the terms of this Agreement.
9. Notwithstanding anything to the contrary in this Agreement contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles; inability to procure materials or services; epidemic, pandemic, failure of power; restrictive governmental laws or regulations; riots, insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse the Tenant from the prompt payment of rent or any other payments required by the terms of this Lease.
10. 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. **The parties acknowledge that the doctrine of “contra proferentem” shall not apply to any of the terms of this Agreement.**

In Witness Whereof the parties hereunto affixed their signatures and corporate seals,
attested to by the hands of their proper officers duly authorized in that behalf.

Signed, Sealed & Delivered
In The Presence of:

) **The Corporation of The**
) **Town of Tecumseh**
)
)
)

Date

) Mayor Gary McNamara
)
)
)

Date

) Jennifer Alexander, Acting Clerk
) We have authority to bind the
) Corporation
)
) **Stadder Contracting & Excavating Inc.**
) **o/a AAA Profile Sharpening**
)

Date

) Douglas Stadder
) I have authority to bind the Corporation

The Corporation of the Town of Tecumseh

By-Law Number 2022-056

Being a By-Law to Fill a Vacancy in the Office of a Member of Council for Councillor Ward 1.

Whereas by reason of the election of Councillor Andrew Dowie as Member of the Legislative Assembly of Ontario, there is a vacancy in the Office of Councillor for Ward 1 in the Town of Tecumseh for the remainder of the term being November 14, 2022;

And Whereas Section 263 (1)(a) of the Municipal Act, 2001, S.O. 2001, c.25 as amended, states that if a vacancy occurs in the office of a member of council, the Municipality call fill the vacancy by appointing a person who has consented to accept the office if appointed;

And Whereas Council by resolution dated June 7, 2022, declared a vacancy in the office of Councillor.

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

1. That (Name of Candidate) is hereby appointed to fill the vacant office for the position of Councillor Ward 1 for the Corporation of the Town of Tecumseh for the remainder of the 2018 to 2022 Term of Council with said appointment to take effect immediately following the appointee taking the Declaration of Office.

Read a first, second, third time and finally passed this 26th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2022 - 057

Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh.
(Planning File: D19 205LES – 205-227 Lesperance Road)

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

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 1746;

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

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

1. That Schedule "A", Map 2, to By-law 1746, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Residential Zone 3 (R3)" to "Residential Zone 3 (R3-22)".
2. That By-law 1746, Section 8, Residential Zone 3 (R3) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 8.3.22 to immediately follow subsection 8.3.21 and to read as follows:

"8.3.22 Defined Area R3-22 as shown on Schedule "A", Map 2, of this By-Law.

a) Permitted Uses

- i) multiple-unit residential uses;
- ii) accessory uses.

b) Permitted Building and Structures

- i) four, multiple-unit dwellings containing not more than six dwelling units each;
- ii) accessory buildings and structures.

- c) Minimum Lot Area 0.38 hectares
- d) Minimum Lot Frontage 37 metres
- e) Maximum Lot Coverage 35 percent
- f) Minimum Landscaped Open Space 30 percent
- g) Maximum Building Height 10.6 metres
- h) Minimum Yard Width
 - i) northerly yard 3.0 metres
 - ii) southerly yard 6.0 metres
 - iii) easterly yard 3.0 metres
 - iv) westerly yard 16.0 metres

i) Other Zone Provisions

- i) The provisions of subsections 5.18, 8.1.12 and 8.1.14 of this By-law shall not apply to lands zoned R3-22;

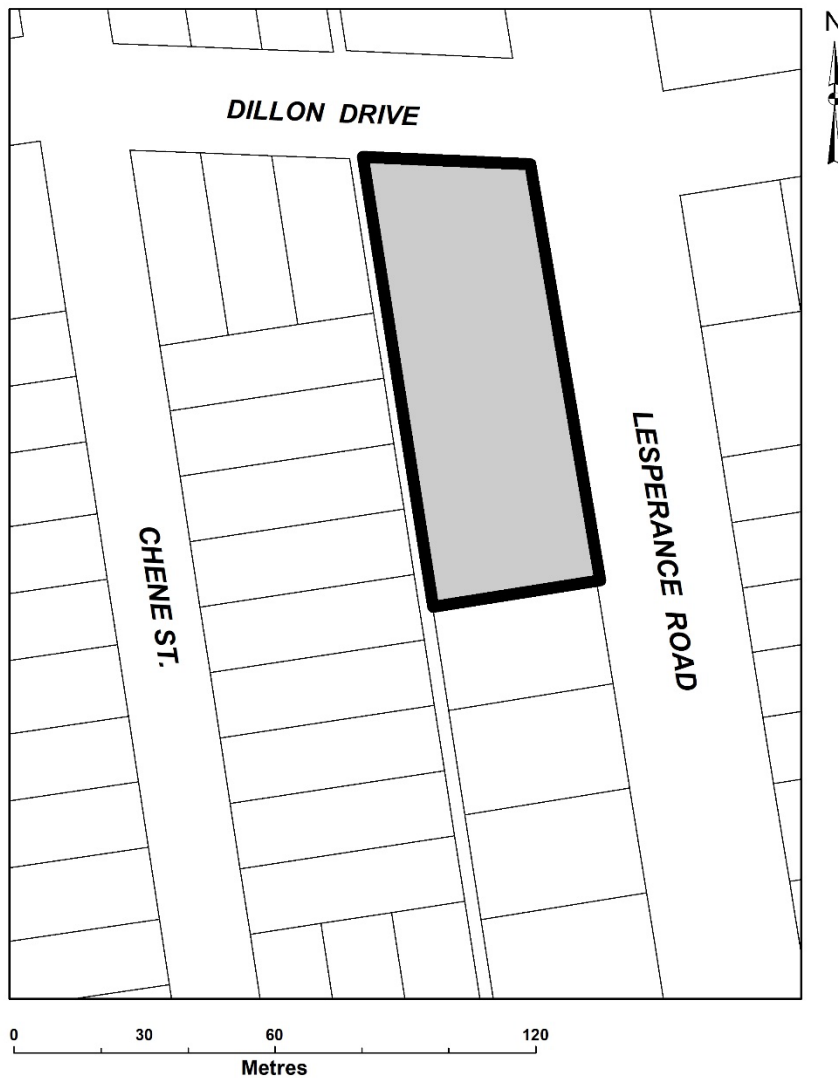
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 26th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

SCHEDULE "A"
205-227 LESPERANCE ROAD
TOWN OF TECUMSEH



Change from "R3" to "R3-22"

This is Schedule "A" to By-law No. 2022-057
Passed the 26th day of July, 2022.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2022-058

Being a By-law to delegate certain authorities during a “Lame Duck” Council Period during the 2022 Municipal Election

Whereas Section 275 of the Municipal Act S.O. 2001, S.O. c.25, as amended, (Municipal Act, 2001) provides that if less than three-quarters of the members of the outgoing council of the municipality will not be returning, the following authorities of the council will cease on Nomination Day (August 19, 2022,) or Election Day (October 24, 2022), also known as the ‘Lame Duck’ period:

- a) the appointment or removal from office of any officer of the municipality;
- b) the hiring or dismissal of any employee of the municipality;
- c) the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- d) making any expenditures or incurring any other liability which exceeds \$50,000;

And Whereas the Council for The Corporation of the Town of Tecumseh (Council), pursuant to Section 268 of the Municipal Act, 2001 adopted By-law No. 2003-09 establishing procedures for the transfer of surplus real property;

And Whereas Section 23.1 of the Municipal Act, 2001 states that a Council is authorized to delegate certain powers and duties;

And Whereas Council deems it expedient and necessary to delegate the restricted acts of Council set out Section 275(3) of the Municipal Act, 2001 during the Lame Duck period, if it applies, between August 19, 2022, and November 14, 2022;

And Whereas Section 5 of the Municipal Act, 2001 provides that a municipality’s power shall be exercised by by-law.

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

1. **That** the Chief Administrative Officer is hereby delegated authority as the financial signing authority for expenditures, outside the current approved budgets, exceeding \$50,000, but not greater than \$150,000.
2. **That** the Chief Administrative Officer is hereby delegated authority, including authority to execute an agreement of purchase and sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal.

3. **That** the Chief Administrative Officer is delegated authority to:
 - A) repeal by-laws appointing Officers of the Corporation which have ceased employment, and
 - B) hire or dismiss any employee of the Corporation if the authority is not otherwise granted under the Town's Hiring Policy.
4. **That** the sitting Council shall be informed by way of an information report at the next Regular Meeting of Council or a Special Meeting of Council should a delegated authority be exercised.
5. **That** this by-law shall come into force and take effect on the date of the third and final reading thereof and expire on November 22, 2022.

Read a first, second, third time and finally passed this 26th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2022-059

Being a By-Law to amend the Administrative Fees and Charges By-law
2021-096 Schedule E

Whereas Section 391 of *The Municipal Act, 2001 S.O. 2001, c. M.25* authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

And whereas Council passed By-Law 2021-096 on December 14, 2021 to prescribe a tariff of administrative fees and charges for the Town of Tecumseh for 2022;

And whereas Council is desirous to amend By-Law 2022-096 to include fees for the Emily Project Access Point - Civic Addressing Sign approved at the June 28, 2022 Regular Council Meeting.

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

1. **That** Schedule E of By-law 2021-096 be amended to add the fee for Emily Project Access Point (EPAP) Civic Addressing Sign;
2. **That** Schedule E of By-Law 2021-096 be replaced with the attached revised Schedule E.
3. **That** this by-Law shall come into force and take effect on the date of passing.

Read a first, second, third time and finally passed this 26th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Report No.: FS-2021-15
Administrative Fees and Charges 2022

SCHEDULE E - Public Works
By-Law No. 2021-96

TYPE OF FEE		2022 FEES	2021 FEES	HST
Sanitary Sewer Inspections	-	-	-	N
a) within road and 5 ft back of curb	Fee	\$ 149.00	\$ 143.00	-
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	\$ 2,149.00	\$ 2,143.00	-
b) beyond 5 ft back of curb	Fee	\$ 149.00	\$ 143.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	\$ 1,149.00	\$ 1,143.00	-
Storm Sewer Inspections	-	-	-	-
a) within road and 5 ft back of curb	Fee	\$ 149.00	\$ 143.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	\$ 2,149.00	\$ 2,143.00	-
b) beyond 5 ft back of curb	Fee	\$ 149.00	\$ 143.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	\$ 1,149.00	\$ 1,143.00	-
Curb Cuts	Fee	\$ 75.00	\$ 72.00	N
	Indemnity	\$ 500.00	\$ 500.00	-
	Total	\$ 575.00	\$ 572.00	-
Road Crossings	Fee	\$ 295.00	\$ 281.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	\$ 2,295.00	\$ 2,281.00	-
Culverts	Fee	\$ 149.00	\$ 143.00	N
	Indemnity	\$ 500.00	\$ 500.00	-
	Total	\$ 649.00	\$ 643.00	-
Weed Cutting	-	\$ -	\$ -	-
a) minimum charge	-	\$ 358.80	\$ 345.00	Y
b) hourly rate	-	\$ 413.92	\$ 398.00	Y
Construct a paved driveway entrance	Fee	\$ 149.00	\$ 143.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	\$ 1,149.00	\$ 1,143.00	-
Construct an unpaved driveway entrance	Fee	\$ 149.00	\$ 143.00	N
	Indemnity	\$ 1,000.00	\$ 500.00	-
	Total	\$ 1,149.00	\$ 643.00	-
Signs	-	\$ -	\$ -	-
a) Handicap, Fire Route & No Parking	-	\$ 63.44	\$ 61.00	N
b) Sign Posts	-	\$ 63.44	\$ 61.00	N
General labour charges per hour	-	\$ 79.65	\$ 76.11	Y
Drainage Tiles Inspection	-	\$ 70.00	\$ 66.00	N
Municipal Drain Apportionment Agreement	-	\$ 195.00	\$ 185.00	N
Inspection of Private-Development-Services installed in ROW	-			
a) Minimum charge (3)	-	\$ 1,200.00	\$ -	N
Emily Project Access Point (EPAP) Civic Addressing Sign	-	\$ 40.00	\$ 0.00	N

The Corporation of the Town of Tecumseh

By-Law Number 2022 - 060

Being a by-law to appoint signing authorities for the financial affairs of The Corporation of the Town of Tecumseh.

Whereas pursuant to Section 286 (1) of the *Municipal Act*, 2001, S.O. 2001, c.25 the municipality shall appoint a Treasurer to be responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council;

And Whereas pursuant to Section 23 of the *Municipal Act*, 2001, S.O. 2001, c.25 the municipality may delegate its powers and duties to a person, subject to certain restrictions;

And Whereas the Council of The Corporation of the Town of Tecumseh is desirous of designating persons to sign cheques of the municipality;

And Whereas pursuant to Section 287 of the *Municipal Act*, 2001, S.O. 2001, c.25 a municipality may provide that the signatures on a cheque of the municipality be mechanically or electronically reproduced;

And Whereas The Corporation of the Town of Tecumseh has engaged the services of the Windsor Family Credit Union to provide banking services to The Corporation of the Town of Tecumseh.

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

1. **That** Mayor Gary McNamara or Deputy Mayor Joe Bachetti, and Director Financial Services & Chief Financial Officer, Tom Kitsos, or Deputy Treasurer & Manager Financial Services, Zora Visekruna, or Deputy Treasurer & Manager Revenue, Vanessa DaDalt, are hereby designated to be signing officers for and in the name of the Town of Tecumseh.
2. **That** one of the Mayor Gary McNamara or Deputy Mayor Joe Bachetti, together with the Director Financial Services & Chief Financial Officer, Tom Kitsos, or Deputy Treasurer & Manager Financial Services, Zora Visekruna, or Deputy Treasurer & Manager Revenue, Vanessa DaDalt, are hereby authorized and empowered on behalf of the Town of Tecumseh from time to time:
 - (a) to draw, accept, sign, make, endorse, negotiate and dispose of all or any bills of exchange, promissory notes, cheques and orders for payment of money and,
 - (b) to pay and receive all monies and give receipts for same and,
 - (c) to borrow money from the Credit Union and deposit with, convey, transfer, mortgage, pledge, hypothecate, sign, deliver and/or give to the Credit Union, as security for any monies borrowed or to be borrowed, all or any of the Town

- of Tecumseh's present or future property and assets of every kind, and whether real or personal, movable or immovable and,
- (d) to receive from the Credit Union any negotiable instruments or other property and assets of the Town of Tecumseh of every kind, and give receipts therefore and,
- (e) to execute any agreement or authority relating to the depository business of the Town of Tecumseh either generally or prescribe to any particular transaction and,
- (f) to transact generally with the Credit Union any business they may see fit.
3. **That** the signatures of the Mayor Gary McNamara and Director Financial Services & Chief Financial Officer, Tom Kitsos, may be electronically reproduced for cheque signing purposes.
4. **That** By-law No. 2020-02 and any other by-law inconsistent with this by-law are hereby repealed.
5. **That** this By-law will come into force and take effect on the date of third and final reading.

Read a first, second and third time and finally passed this 28th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

Unfinished Regular Council Business

No.	Meeting Date	Resolution	Subject	Action/Direction	Dept.	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.

The Corporation of the Town of Tecumseh By-Law Number 2022-061

Being a by-law to confirm the proceedings of the July 26, 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 July 26, 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 July 26, 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 26th day of July, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk