

## Regular Council Meeting Agenda

**Date:** Tuesday, December 13, 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

- |  |         |
|--|---------|
| 1. Regular Council Meeting - November 22, 2022   | 16 - 29 |
| 2. Special Council Meeting - October 27, 2022 - Human Resources Strategy and Asset Management Plan | 30 - 35 |
| 3. Special Council Meeting- November 22, 2022 - Cyber Security Awareness Training                  | 36 - 37 |

4. Special Council Meeting - November 29, 2022 - Council Orientation 38 - 40

**Recommendation**

**That** the November 22, 2022 minutes of the Regular Council meeting, the October 27, November 22, and 29, 2022 minutes of the Special Council Meetings, as were duplicated and delivered to the members, **be adopted**.

**I. Supplementary Agenda Adoption**

**J. Delegations**

1. Capstone Infrastructure 41 - 51

Re: Lauren McLeod, Development Manager

Supplementary Item

2. 2021 Audited Financial Statements 52 - 121

Cynthia Swift, Partner, KPMG, Municipal Auditors

3. 2023 Police Services Budget Presentation 122 - 138

Margaret Misek-Evans, Secretary, Police Services Board and Angela Ferguson, Essex County OPP Detachment Commander

4. 2023 Draft Business Plan and Operating Budget 139 - 177

Re: Director Financial Services & Chief Financial Officer, Tom Kitsos and Marg Misek-Evans, Chief Administrative Officer, Vanessa DaDalt, Deputy Treasurer and Manager Revenue Services

**Recommendation**

**That** the 2023 Proposed Budget and Business Plan **be tabled** for discussion to the Special Council Meeting on Tuesday, January 17, 2023.

**K. Communications - For Information**

1. Town of Lakeshore dated November 22, 2022 178 - 178

Re: Notice of Commencement Lakeshore Stormwater Master Plan Study Phase 2

2. Rural Ontario Municipal Association dated December 6, 2022 179 - 180

Re: Final Reminder of Nominations: 2023-2027 ROMA Board of Directors

**Recommendation**

**That** Communications - For Information items 1 and 2 as listed on the Tuesday, December 13, 2022 Regular Council Agenda, **be received**.



**L. Communications - Action Required**

**M. Committee Minutes**

1. The Town of Tecumseh Business Improvement Area dated November 16, 2022 181 - 184

**Recommendation**

**That** the November 16, 2022 minutes of the Town of Tecumseh Business Improvement Area were duplicated and delivered to the members, **be accepted.**

**N. Reports**

1. Chief Administrative Officer - People & Culture
  - a. CAO-2022-10 Exercise of Delegated Authority during the Lame Duck Period 185 - 189

**Recommendation**

**That** Report CAO-2022-10, "Exercise of Delegated Authority during the Lame Duck Period" **be received;**

**And that** the authorization of additional capital funding in the amount of \$2.4M for watermain and sanitary sewer infrastructure within the Town of Tecumseh associated with the County of Essex road improvement project for County Road 42 and County Road 43, **be endorsed;**

**And further that** reserve allocations for the Town's total project commitment of \$6,476,000 **be endorsed,** as follows:

- Watermain Reserve Fund, \$3,359,000
- Wastewater Sewer Reserve Fund, \$3,117,000.

- b. CAO-2022-11 Review of Non-Statutory Advisory Committees 190 - 200

**Recommendation**

**That** Report CAO-2022-11, “Non-Statutory Advisory Committee Review”, **be received**;

**And that** the administration of the Lakeshore-Tecumseh Intermunicipal Committee **be continued** until further direction from Council;

**And further that** the Rural Broadband Advisory Committee **be continued** into 2023 with the same Council representatives and Administration **be authorized** to approach the community members to extend their commitment into 2023;

**And furthermore, that** the Cultural & Arts Advisory Committee, the Senior Advisory Committee and the Youth Advisory Committee **be discontinued** in accordance with the provisions laid out in Report CAO-2022-11, effective for 2023.

- c. CAO-PC-2022-08 Health and Safety Policy No. 7 201 - 206

**Recommendation**

**That** Health and Safety Policy No. 7, as reviewed for the year 2022, in accordance with Section 25(2)(j) of the Occupational Health and Safety Act, **be approved**;

**And that** Health and Safety Policy No. 7 **be posted** in all Municipal Buildings.

2. Community & Recreation Services

- a. CRS-2022-14 Town of Tecumseh Energy Management Update 207 - 237

**Recommendation**

**That** Report CRS-2022-14, Town of Tecumseh Energy Management Update, **be received**;

**And that** the updated Energy Conservation and Demand Management (ECDM) Plan attached to Report CRS-2022-14 **be endorsed**.

- |    |   |           |
|----|---|-----------|
| b. | CRS-2022-17 Parks 2023-2027 Five (5) Year Capital Works Plan  | 238 - 251 |
|    | <p><b>Recommendation</b></p> <p><b>That</b> the Parks Capital Projects as summarized in Attachment 1 to Report CRS-2022-17 2023-2027 Parks Capital Works Plan, <b>be adopted</b>;</p> <p><b>And that</b> the 2023-2027 Parks Capital Projects be funded through the Parks Lifecycle Reserve, New Infrastructure Levy (NIL), Grants and Community Contributions.</p>   |           |
| c. | CRS-2022-18 Arena and Pool 2023-2027 Five (5) Year Capital Works Plan   | 252 - 264 |
|    | <p><b>Recommendation</b></p> <p><b>That the</b> Arena and Pool Capital Projects as summarized in Attachment 1 to Report CRS-2022-18 Arena and Pool 2023-2027 Five (5) Year Capital Works Plan, <b>be adopted</b>;</p> <p><b>And that</b> the 2023 – 2027 Arena and Pool Capital Projects <b>be funded</b> through the Arena and Pool Lifecycle Reserves;</p> <p><b>And further that</b>, should the Triple Gymnasium &amp; Programming Space Addition to Tecumseh Arena project proceed on confirmation of senior government funding, the Town's share <b>be funded</b> through the Infrastructure Reserve.</p> |           |
| d. | CRS-2022-19 Municipal Buildings 2023-2027 Five (5) Year Capital Works Plan  | 265 - 274 |
|    | <p><b>Recommendation</b></p> <p><b>That the</b> Municipal Buildings Capital Projects as summarized in Attachment 1 to Report CRS-2022-19 Municipal Buildings 2023-2027 Five (5) Year Capital Works Plan, <b>be adopted</b>;</p> <p><b>And that</b> the 2023 – 2027 Municipal Buildings Capital Projects <b>be funded</b> through the Buildings Lifecycle Reserve and the Infrastructure Reserve.</p>  |           |
| e. | CRS-2022-20 Tender Award - Bert Lacasse Ball Diamond Upgrades   | 275 - 320 |
|    | Supplementary Item  |           |

**Recommendation**

**That** the low tender from Gulf Developments Inc. in the amount of \$2,996,218. inclusive of non-refundable HST, for the Tender Award – Bert Lacasse Ball Diamond Upgrades, **be approved**;

**And that** \$140,000 be allocated as a contingency for this project.

**And further that** By-law No. 2022-104 to authorize the Mayor and Clerk to execute an agreement, with Gulf Developments Inc. **be adopted**.

3. Development Services

- a. DS-2022-47 On-Demand Transit Pilot Project Results and 2023 Transit Recommendations 321 - 349

Supplementary Item

**Recommendation**

**That** DS-2022-47, entitled “On-Demand Transit Pilot Project Results and 2023 Transit Recommendations”, **be received**;

**And that** the Tecumseh Transit Service reverting to the pre-pilot program fixed route service Monday to Friday and continuing to operate as an On-Demand service for Saturdays only beginning January 2, 2023, at a net budget expenditure of \$87,500 **be approved** in advance of the 2023 budget deliberations due to the timing of service renewal;

**And further that** Administration **be authorized** to negotiate an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which will facilitate an extension to the existing contract to the end of 2023, which Amending Agreement will be brought forward for consideration by Council under separate report on January 24, 2023; and

**And furthermore, that** Administration **be authorized** to further assess potential changes to the fixed route in the first quarter of 2023, including public engagement, and that the findings be brought forward by way of a future report for Council’s consideration.

- b. DS-2022-48 Town-wide Site Plan Control Designating By-Law 350 - 355

**Recommendation**

**That** Report DS-2022-48, entitled “Town-Wide Site Plan Control Designating By-law,” **be received**;

**And that** a by-law designating the entirety of the Town of Tecumseh as a site plan control area, in accordance with Section 41 of the *Planning Act*, subsection 10.4.1 of the Tecumseh Official Plan and DS-2022-48, **be adopted**;

**And further that** By-laws 2003-82 and 2021-21 **be repealed**.

- c. DS-2022-49 Capstone Infrastructure Municipal Support Resolution: IESO Procurement Expedited RFP Submission 356 - 362  
Supplementary Item

**Recommendation**

**That** Report DS-2022-49, entitled “Capstone Infrastructure Corporation Municipal Support Resolution: IESO Procurement Expedited RFP Submission”, **be received**;

**And that** Council **support** the development, construction and operation of a Long-Term Reliability Project by Capstone Infrastructure Corporation in the Town of Tecumseh, more specifically named the South Shore Battery Electric Storage System Project, with a maximum contract capacity of 200 MW, having the unique Project ID of LT1RFQ-026-03-1, LT1RFQ-026-03-2 and LT1RFQ-026-03-3;

**And further that** it be **acknowledged** that the support for this project shall have the sole purpose of enabling Capstone Infrastructure Corporation to receive Rated Criteria points under the E-LT1 RFP or to satisfy its obligations under any contract awarded under the E-LT1 RFP and does not supersede any applicable permits or approvals under applicable Laws and Regulations that may be required for its Long-Term Reliability Project.

4. Financial Services

- a. FS-2022-13 Administrative Fees and Charges 2023 363 - 381

**Recommendation**

By-law No. 2022-99 being a by-law prescribing a tariff of administrative fees and charges for 2023 **be approved**.

5. Legislative & Clerk Services

- a. LCS-2022-37 Civil Marriage Services

382 - 386

**Recommendation**

**That** Report LCS-2022-37 entitled “Civil Marriage Services”, **be received**;

**And that** Civil Marriage Services offered by the Town **be terminated** effective December 31, 2022;

**And further that** the Acting Clerk prepare a by-law to amend By-Law 2018-09 with the respective revisions to terminate Marriage Ceremony Services and the agreements with the Town’s officiants;

**And furthermore, that** the Acting Clerk prepare correspondence to all Town Officiants terminating their agreements and a notice **be posted** on the Town’s website.

- b. LCS-2022-39 Animal Control Services

387 - 391

**Recommendation**

**That** Report LCS-2022-39 entitled “Animal Control Services” **be received**;

**And that** the tender from Essex County K9 Services in the amount of \$22,000 plus HST annually, for Animal Control Services, **be approved** in advance of the 2023 budget deliberations due to the timing of service renewal;

**And further that** By-Law 2022-092 be given first, second, third and final reading **to authorize** the Mayor and Acting Clerk to execute an Agreement, satisfactory in form to the Town’s Solicitor, between the Town of Tecumseh and Essex County K9 Services regarding Animal Control Services from January 1, 2023 to December 31, 2025.

c. LCS-2022-40 Taxi Licensing Services

392 - 396

**Recommendation**

**That** Report LCS-2022-40 entitled “Taxi Licensing Services,” **be received;**

**And that** Council **repeal** By-Law 2003-85, thereby de-regulating taxicabs, taxicab drivers and taxicab companies within the Town of Tecumseh;

**And further that** any taxicab driver who holds a valid municipal taxi driver’s licence within the City of Windsor or the County of Essex **be permitted** to service the residents of the Town of Tecumseh.

d. LCS-2022-42 Animal Services

397 - 403

**Recommendation**

**That** Report LCS-2022-39 entitled “Animal Services” **be received;**

**And that** The Corporation of the Town of Tecumseh **enter** into an Agreement with the Windsor Essex County Humane Society for the provision of cat intake and spay/neuter services, at an annual cost to the Town of \$7,500, and DocuPet Inc. for the provision of dog tag licensing, at an annual cost to the Town of \$4.00 per tag, in advance of the 2023 budget deliberations due to the timing of service renewal;

**And further that** the Clerk **be authorized** to execute an Agreement between the Town and Windsor Essex County Humane Society, for a one year term commencing January 1, 2023 and concluding December 31, 2023;

**And furthermore, that** the Clerk **be authorized** to execute an Agreement between the Town and DocuPet Inc., for a three-year term commencing January 1, 2023 and concluding December 31, 2025.

6. Public Works & Engineering Services

- a. PWES-2022-26 Amendment to Drainage Assessment Schedules for Works Completed under Section 78 of the Drainage Act in 2021

404 - 409

**Recommendation**

**That** the Report PWES-2022-26 titled “Amendment to Drainage Assessment Schedules for Works Completed under Section 78 of the Drainage Act in 2021”, **be received**;

**And that** By-law No. 2022-093 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the Dawson Drain (Revenberg Culvert), approved by By-law No. 2021-15, **be given** first, second, third and final reading;

**And further that** By-law No. 2022-094 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the South Talbot Holden Outlet Drain (County Road 11 & South Talbot Road Intersection), approved by By-Law 2021-42, **be given** first, second, third and final reading;

**And furthermore, that** By-law No. 2022-095 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the South Talbot Holden Outlet Drain (Gosselin O’Neil culvert), approved by By-law No. 2019-25, **be given** first, second, third and final reading;

**And further moreover that** By-law No. 2022-096 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the East Townline Drain (St. Clair Outlet), approved by By-law No. 2019-21, **be given** first, second, third and final reading.

- b. PWES-2022-40 Water and Wastewater Rates for 2023

410 - 416

**Recommendation**

**That** By-law No. 2022-102 being a by-law to adopt the water and wastewater rates for 2023, based on the recommendation of the 2015 Town of Tecumseh Water and Wastewater Rate Study, and the Mediation Agreement and discussions with the Windsor Utilities Commission, **be adopted**.



- c. PWES-2022-44 Lesperance Road VIA Rail Crossing Improvements - Tender Award and VIA Rail Agreements

417 - 428

**Recommendation**

**That** the tender for the Tecumseh Road Storm Sewer and Road Improvements in the amount of \$2,961,219.48 excluding HST **be awarded** to Rudak Excavating Inc.;

**And that** By-law 2022-090 **be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's solicitor, with Rudak Excavating Inc.;

**And further that** funding allocations, reflecting a total budget requirement of \$4,271,200 with a \$2,139,000 increase to the original allocation **be accommodated** as follows:

- Road Lifecycle Reserve – increase from \$1,849,300 to \$3,745,955
- Watermain Reserve Fund – increase from \$0 to \$79,069
- Wastewater Sewers Reserve Fund – increase from \$0 to \$100,774
- Storm Sewer Lifecycle Reserve – increase from \$282,900 to \$345,292

**And furthermore that** By-law 2022-091 **be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute the Collaborative Work Agreement, satisfactory in form to the Town's solicitor, with VIA Rail Canada Inc.;

**And further moreover that** By-law 2022-097 **be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute the Infrastructure Contract (Crossing and Permission to Access), satisfactory in form to the Town's solicitor, with VIA Rail Canada Inc.;

**And further moreover that** By-law 2022-098 **be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute the Fencing Agreement, satisfactory in form to the Town's solicitor, with VIA Rail Canada Inc.

- d. PWES-2022-45 2022 Supply of Various Vehicles Tender Award  
Supplementary Item

429 - 434

### **Recommendation**

**That** the purchase of three (3) Extended Cab Pickup Trucks, in the amount of \$128,468 plus HST plus outfitting costs, **be awarded** to Provincial Chrysler;

**And that** the purchase of one (1) Crew Cab Pickup Truck, in the amount of \$57,883 plus HST plus outfitting costs, **be awarded** to Amherstburg Chevrolet;

**And further that** the annual funding allocation, reflecting a total budget requirement of \$201,843 with a \$50,843 increase to the original allocation **be accommodated** as:

- Fleet Lifecycle Reserve – Increase from \$151,000 to \$201,843

- e. PWES-22022-46 2022 Water Services Vehicle Tender Award 435 - 439

### **Recommendation**

**That** the purchase of the 2022 Water Services Vehicle and service body, in the amount of \$109,399, **be awarded** to Oxford Dodge;

**And further that** the annual funding allocation, reflecting a total budget requirement of \$114,377 with a \$24,377 increase to the original allocation **be accommodated** as:

- Fleet Lifecycle Reserve – Increase from \$90,000 to \$114,377

## **O. By-Laws**

1. By-Law 2022-089 Tender Award - Curtis Drain 440 - 444  
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Matassa for the drainage repair and improvements to the Curtis Drain
2. By-Law 2022-090 Tender Award for Lesperance VIA Rail Improvements 445 - 450  
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Rudak Excavating Inc for the improvements to the Lesperance Road and VIA Rail At-Grade Crossing
3. By-Law 2022-091 Lesperance Road Via Rail Agreement 451 - 461  
Being an By-law to authorize the Execution of a Collaborative Work Agreement with the Corporation of the Town of Tecumseh and VIA Rail Canada Inc.

4.	By-Law 2022-092 Dog Control Services	462 - 471
	Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Essex County K9 Services for animal control services for the period January 1, 2023 to December 31, 2025	
5.	By-Law 2022-093 Dawson Drain - Revenberg Drain	472 - 473
	A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the Dawson Drain (Revenberg Drain)	
6.	By-Law 2022-094 South Talbot Holden Outlet Drain - County Road 11 and South Talbot Road intersection	474 - 475
	A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the South Talbot Holden Outlet Drain. (County Road 11 and South Talbot Road Intersection)	
7.	By-Law 2022-095 South Talbot Holden Outlet Drain - Gosselin O'Neil Culvert	476 - 477
	A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the South Talbot Holden Outlet Drain (Gosselin O'Neil Culvert)	
8.	By-Law 2022-096 East Townline Drain - St. Clair Outlet	478 - 479
	A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the East Townline Drain (St. Clair Outlet)	
9.	By-Law 2022-097 VIA Infrastructure Contract - Crossing and Permission to Access	480 - 504
	Being a by-law to authorize the execution of a Infrastructure Contract (Crossing and Permission to Access) Agreement between The Corporation of the Town of Tecumseh and VIA Rail Canada Inc.	
10.	By-Law 2022-098 VIA Infrastructure Contract - Fencing	505 - 521
	Being a by-law to authorize the execution of a Fencing Agreement between The Corporation of the Town of Tecumseh and VIA Rail Canada Inc.	
11.	By-Law 2022-099 Administrative Fees and Charges for 2023	522 - 540
	Being a By-law to prescribe a tariff of administrative fees and charges for the Town of Tecumseh for the year 2023	

- |     |   |           |
|-----|---|-----------|
| 12. | By-Law 2022-100 Interim Tax Rate  | 541 - 542 |
|     | Being a by-law to provide for an Interim Tax Rate for the Year 2023   |           |
| 13. | By-Law 2022-101 Late Payment Charges  | 543 - 544 |
|     | Being a by-law to impose late payment charges for non-payment of taxes or any installment of taxes by due date  |           |
| 14. | By-Law 2022-102 Water and Wastewater Rates  | 545 - 549 |
|     | Being a By-law to establish the water and wastewater rates for the year 2023  |           |
| 15. | By-Law 2022-103 Town-Wide Site Plan Control By-Law  | 550 - 551 |
|     | Being a By-law to designate as a site plan control area, the entire area covered by the Town of Tecumseh Official Plan  |           |
| 16. | By-Law 2022-104 Gulf Developments Inc   | 552 - 593 |
|     | Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Gulf Developments Inc. for the construction of the new Grandstand at Lacasse Park |           |

**P. Unfinished Business**

- |    |   |           |
|----|---|-----------|
| 1. | Unfinished Business - December 13, 2022 | 594 - 594 |
|----|---|-----------|

**Q. New Business**

**R. Motions**

- |    |                                  |           |
|----|----------------------------------|-----------|
| 1. | 2022-2024 AMO Board of Directors | 595 - 595 |
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**Recommendation**

**That** the Tecumseh Town Council supports the Mayor's application to fill the vacant municipal elected official position in the County Caucus of the AMO Board of Directors.

**And that** a completed application and supporting material **be submitted** no later than 12:00 p.m. (noon) Friday, February 10, 2023.

- |    |                              |           |
|----|------------------------------|-----------|
| 2. | Confirmatory By-Law 2022-105 | 596 - 597 |
|----|------------------------------|-----------|

**Recommendation**

**That** By-Law 2022-105 being a by-law to confirm the proceedings of the Tuesday, December 13, 2022, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

**S. Notices of Motion**

**T. Next Meeting**

**Tuesday, January 17, 2023**

4:00 pm Special Council Meeting - Proposed Budget and Business Plan 2023

**Tuesday, January 24, 2023**

4:30 pm Special Council Meeting - Council Orientation Workshop - Procedure By-Law

5:30 pm Public Council Meeting - Antaya Drain

6:00 pm Public Council Meeting - Gouin Drain

6:30 pm Public Council Meeting - South Talbot and Holden Outlet Drain - Meo Bridge

7:00 pm Regular Council Meeting

**Wednesday, January 25, 2023**

4:00 pm Special Council Meeting - Capital Budgets

**U. Adjournment**

**Recommendation**

**That** there being no further business, the Tuesday, December 13, 2022 meeting of the Regular Council **be adjourned** at      pm.

## **Regular Meeting of Council**

### **Minutes**

Date: Tuesday, November 22, 2022  
Time: 7:00 pm  
Location: Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

#### **Present:**

Mayor, Gary McNamara  
Deputy Mayor, Joe Bachetti  
Councillor, James Dorner  
Councillor, Alicia Higgison  
Councillor, Brian Houston  
Councillor, Tania Jobin  
Councillor, Rick Tonial

#### **Also Present:**

Chief Administrative Officer, Margaret Misk-Evans  
Acting Clerk, Jennifer Alexander  
Director Community & Recreation Services, Paul Anthony  
Director Public Works & Engineering Services, Phil Bartnik  
Director Community Safety & Fire Chief, Wade Bondy  
Director People & Culture, Michelle Bonnici  
Director Technology & Client Services, Shaun Fuerth  
Director Development Services, Brian Hillman  
Director Financial Services & Chief Financial Officer, Tom Kitsos  
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert  
Supervisor Recreation Programs & Events, Katie Pavlovski  
Manager Building Services & Chief Building Official, Peter Valore

#### **Others:**

Acting Chief Building Official, Dan Lunardi

#### **A. Roll Call**

#### **B. Order**

The Mayor calls the meeting to order at 7:12 pm.

#### **C. Report Out of Closed Meeting**

There was no closed meeting scheduled.

**D. Moment of Silence**

The Members of Council and Administration observe a moment of silence.

**E. National Anthem**

The Members of Council and Administration observe the National Anthem of O Canada.

**F. Land Acknowledgement**

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

**G. Disclosure of Pecuniary Interest**

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

**H. Minutes**

- 1. Regular Council Meeting - October 11, 2022**
- 2. Special Council Meeting- September 13, 2022 Customer Service Strategy**
- 3. Special Council Meeting - November 14, 2022 - Council Elect Information Workshop**
- 4. Special Council Meeting - November 15, 2022 - Inaugural Meeting**

**Motion: RCM - 290/22**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** the October 11, 2022 minutes of the Regular Council Meeting, and the minutes of the September 13, and November 14, 2022 Special Council Meetings, as were duplicated and delivered to the members, **be adopted**.

Carried

**Motion: RCM - 291/22**

Moved by Councillor Alicia Higgison  
Seconded by Councillor James Dorner

**That** the minutes of the Tuesday, November 15, 2022 Special Council Meeting, as were duplicated and delivered to the members, **be approved**

Carried

**I. Supplementary Agenda Adoption**

**Motion: RCM - 292/22**

Moved by Councillor Brian Houston  
Seconded by Councillor Rick Tonial

**That** the supplementary items added to the Regular Council Meeting agenda regarding Report FS-2022-12 entitled Budget Variance Report- August 2022 **be approved**

Carried

**J. Delegations**

**1. Building Services Operational Review**

Peter Valore, Manager Building Services & Chief Building Official (CBO) and Dan Lunardi, Acting Chief Building Official

Dan Lunardi and Peter Valore present the PowerPoint presentation entitled "Building Services Operational Review" as appended on the agenda. Mr. Lunardi provides an overview of the current state of the building department and outlines the industry challenges with 1.5 million new homes to be built in the next 10 years along with a shortage of qualified Building Officials. Mr. Valore outlines the anticipated growth for the Town with development and resources required.

The Mayor opens the floor for questions.

In response to an inquiry on recruitment and the challenge to attract qualified candidates, the CBO indicates regionally there is a workforce shortage and municipalities are providing training opportunities to increase candidate qualifications to meet the requirements needed for building official.

A Member inquires on the development projections and staff workload meeting these growth demands. The CBO outlines the inspection process with the average residential home requiring 13 inspections. He clarifies that industrial inspections require additional time on-site due to the complexity of the development.



An inquiry is raised on the industrial rates and if they will increase. The Director explains the development charge rates recommended and remaining competitive within the region.

**Motion: RCM - 293/22**

Moved by Councillor Brian Houston  
Seconded by Councillor Rick Tonial

**That** Report DS-2022-45 Building Services Operational Review November 2022 be moved forward on the agenda

Carried

- a. DS-2022-45 Building Services Operational Review November 2022

**Motion: RCM - 294/22**

Moved by Councillor Brian Houston  
Seconded by Councillor Alicia Higgison

**That** Report DS-2022-45 entitled “Building Services Operational Review, November 2022”, **be received**.

**And that** the “Building Service Operational Review dated November 22, 2022”, as attached to DS-2022-45, **be approved in principle**;

**And further that** final approval and implementation of the Building Service Operational Review **be referred** to 2023 budget deliberations.

Carried

**K. Communications - For Information**

- 1. **Ministry of Municipal Affairs and Housing dated November 15, 2022**

Re: Congratulations on Municipal Elections

- 2. **Town of Perry dated October 11, 2022**

Re: Healthcare Connect System for Members of the Canadian Armed Forces

- 3. **Essex Region Conservation Authority dated November 17, 2022**

Re: *Bill 23, the More Homes Built Faster Act*

**Motion: RCM - 295/22**

Moved by Councillor Tania Jobin  
Seconded by Councillor Rick Tonial

**That** Communications - For Information 1 through 3 as listed on the Tuesday, November 22, 2022 Regular Council Agenda, **be received**.

Carried

**Motion: RCM - 296/22**

Moved by Councillor Tania Jobin  
Seconded by Councillor James Dorner

**That** the Town of Tecumseh **support** the Township of Perry's resolution regarding changes to be made to the Healthcare Connect system for Members of the Canadian Armed Forces.

Carried

**Motion: RCM - 297/22**

Moved by Councillor Tania Jobin  
Seconded by Councillor Alicia Higgison

**That** the Town of Tecumseh **support** the Essex Region Conservation Authority's correspondence dated November 17, 2022 regarding *Bill 23 More Homes Built Faster Act*.

Carried

**L. Communications - Action Required**

**1. Federation of Canadian Municipalities dated November 11, 2022**

Re: Sustainable Communities Conference 2023 ([View Here](#))

**2. Congress for the New Urbanism**

Re: Conference May 31- June 3, 2023 ([View Here](#))

**Motion: RCM - 298/22**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Rick Tonial

**That** the Mayor and Members of Council **be authorized** to attend the Federation of Canadian Municipalities 2023 Sustainable Communities Conference, at a cost of \$100 per person, and to attend the Congress for the New Urbanism, at a cost of \$550 US per person, in accordance with the Town's Professional Development Policy and subject to funding in the 2023 Budget.

Carried

**M. Committee Minutes**

**1. Police Services Board dated October 17, 2022**

**Motion: RCM - 299/22**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** the October 17, 2022 minutes of the Police Services Board, as were duplicated and delivered to the members, **be accepted**.

Carried

**2. Town of Tecumseh Business Improvement Area dated October 19, 2022**

**Motion: RCM - 300/22**

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

**That** the Wednesday, October 19, 2022 minutes of the Town of Tecumseh Business Improvement Area, as were duplicated and delivered to the members, **be accepted**.

Carried

**N. Reports**

**1. Community & Recreation Services**

**a. CRS-2022-15 Recreation Programs and Special Events 2023**

**Motion: RCM - 301/22**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

**That** Report CRS-2022-15 respecting Recreation Programs and Special Events 2023, **be received**.

**And that** the associated costs of the 2023 Recreation Programs and Special Events **be referred** to the 2023 budget deliberations.

Carried

- b. CRS-2022-16 Conseil Scolaire Catholique Providence - l'Essor High School Agreement Amendment

**Motion: RCM - 302/22**

Moved by Councillor Brian Houston  
Seconded by Councillor Alicia Higgison

**That** the Town **enter** into an Amending Licence Agreement with Conseil scolaire catholique Providence for the School Board Lands, satisfactory in form and content to the Town's Solicitor;

**And that** By-law 2022-087 being a bylaw to authorize the Mayor and Clerk to execute the Amending Licence Agreement **be adopted**.

Carried

**2. Community Safety & Fire Services**

- a. CS-2022-02 Emergency Management Appointment

**Motion: RCM - 303/22**

Moved by Councillor Rick Toniai  
Seconded by Councillor Alicia Higgison

**That** Report CS-2022-02 entitled "Emergency Management Appointments By-Law", **be received**.

**And that** the "Emergency Management Appointments By-Law" By-Law 2022-086 **be adopted**.

Carried

**3. Development Services**

- a. DS-2022-32 Zoning By-law Amendment, 12106 Tecumseh Road, Scheduling of a Public Meeting

**Motion: RCM - 304/22**

Moved by Councillor Brian Houston  
Seconded by Councillor Rick Toniai

**That** the scheduling of a public meeting, to be held on Tuesday, December 13, 2022 at 5:30 p.m., in accordance with the *Planning Act* for a zoning by-law amendment application submitted for a 0.35 hectare (0.87 acre) parcel of land located on the north side of Tecumseh Road, at its intersection with Poisson Street (12106 Tecumseh Road), seeking to amend Zoning By-law 1746 by rezoning the subject land from "General Commercial Zone (C3)" to a site-specific "General Commercial Zone (C3-17)" to permit the construction of a 5-storey, 40-unit, mixed-use commercial/residential development, **be authorized**.

Carried

- b. DS-2022-44 Bill 23, The More Homes Built Faster Act, Summary Report

**Motion: RCM - 305/22**

Moved by Councillor Rick Tonial

Seconded by Councillor Alicia Higgison

**That** Report DS-2022-44 *Bill 23 –More Homes Built Faster Act, 2022*, Summary Report, **be received**;

**And that** Report DS-2022-44 **be submitted** to the Province through the Environmental Registry of Ontario as comments from the Town of Tecumseh on *Bill 23*;

**And further that** Administration **draft and send** a letter to the Windsor Tecumseh MPP Andrew Dowie regarding Council's support of Report DS-2022-44 entitled "Bill 23 More homes Built Faster Act, 2022, Summary Report".

Carried

- c. DS-2022-46 Tecumseh Lakeshore - Shared Commercial Economic Development Strategy - 2023 Implementation Program

**Motion: RCM - 306/22**

Moved by Councillor Rick Tonial

Seconded by Councillor Tania Jobin

**That** Report DS-2022-46 entitled "Tecumseh Lakeshore-Shared Commercial Economic Development Strategy - 2023 Implementation Program", **be received**.

**And that** final approval and implementation of the programs proposed for implementation in 2023, as identified in Report DS-2022-46 **be referred** to 2023 budget deliberations.

Carried

**4. Financial Services**

- a. FS-2022-10 Essex Powerlines Corporation Long Term Financing Agreement Renewal

**Motion: RCM - 307/22**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** Report FS-2022-10 Essex Powerlines Corporation Long-Term Financing Agreement Renewal **be received**;

**And that** By-law 2022-085 authorizing the Mayor and Clerk to execute a Long-Term Financing Agreement between The Corporation of the Town of Tecumseh and Essex Powerlines Corporation **be adopted**.

Carried

- b. FS-2022-11 2021 Annual Report on Investment and Cash Management

**Motion: RCM - 308/22**

Moved by Councillor Alicia Higgison  
Seconded by Councillor Rick Tonial

**That** Report FS-2022-11 entitled "2021 Annual Report on Investment and Cash Management" **be received**.

Carried

- c. FS-2022-12 Budget Variance Report - August 2022

**Motion: RCM - 309/22**

Moved by Councillor Brian Houston  
Seconded by Councillor James Dorner

**That** Report FS-2022-12 Budget Variance Report – August 2022, showing a projected tax-supported surplus of \$483,000 and a rate-supported deficit of \$64,000 **be received**.

Carried

**5. Legislative & Clerk Services**

- a. LCS-2022-34 Appointment of an Alternate Member to Essex County Council

**Motion: RCM - 310/22**

Moved by Councillor Tania Jobin  
Seconded by Councillor Rick Tonial

**That** Report LCS-2022-34 entitled “Appointment of an Alternate Member to Essex County Council” **be received**;

**And that** the draft policy entitled “Appointment of an Alternate Member to County Council” **be approved**;

**And further that** Council **commence** the appointment of an Alternate Member to County Council;

**And furthermore that** Councillor Brian Houston **be appointed** as the alternate member of County Council for the 2022-2026 term of Council.

Carried

- b. LCS-2022-35 2022 Municipal and School Board Election Results and Voter Turnout

**Motion: RCM - 311/22**

Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**That** Report LCS-2022-35 entitled “2022 Municipal and School Board Election Results and Voter Turnout” **be received**.

Carried

- c. LCS-2022-36 Accessibility Report - 2022 Tecumseh Municipal Elections

**Motion: RCM - 312/22**

Moved by Councillor James Dorner  
Seconded by Councillor Alicia Higgison

**That** Report LCS-2022-36 entitled “Accessibility Report: 2022 Municipal and School Board Election”, **be received**;

**And that** Report LCS-2022-36 **be posted** on the Town’s website for public access.

Carried

**6. Public Works & Engineering Services**

- a. PWES-2022-41 Upper Little River Watershed Drainage and Master Plan Class EA - Project Update and Notice of Study Completion

**Motion: RCM - 313/22**

Moved by Councillor Brian Houston  
Seconded by Councillor Alicia Higgison

**That** Council **endorse** the issuance of the Notice of Study Completion by the Essex Region Conservation Authority for the Upper Little River Watershed Drainage and Master Plan Class Environmental Assessment to commence the 30-day review period.

Carried

- b. PWES-2022-43 Transfer of License Agreement on Title to Lands at 5220 and 5250 Outer Drive and 5245 Burke Street

**Motion: RCM - 314/22**

Moved by Councillor Rick Tonial  
Seconded by Councillor James Dorner

**That** Report PWES-2022-43 regarding the Transfer of License Agreement on Title to Lands at 5220 and 5250 Outer Drive and 5245 Burke Street **be received**;

**And that** By-law 2022-084 **be given** its first, second and third reading, transferring the License Agreement, via Consent, between the Corporation of the Town of Tecumseh and Moldplas Inc. and Build-A-Mold Limited to The Corporation of the Town of Tecumseh and Nobel REIT Limited Partnership by its general partner Nobel REIT GP Inc. to reflect the new property ownership.

Carried

**O. By-Laws**

**1. By-Law 2022-082**

A By-Law to Appoint an Alternate Member to the Council of the County of Essex during an absence of the Mayor or Deputy Mayor

**2. By-Law 2022-083**

Being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh



**3. By-Law 2022-084**

Being a by-law to authorize the execution of a License Agreement between The Corporation of the Town of Tecumseh and Nobel REIT GP Inc.

**4. By-Law 2022-085**

Being a by-law to authorize the execution of a Long-Term Financing Agreement with The Corporation of the Town of Tecumseh and Essex Powerlines Corporation

**5. By-Law 2022-086**

Being a by-law to establish an Emergency Management Program for the Town of Tecumseh and to appoint certain positions required under the Emergency Management and Civil Protection Act.

**6. By-Law 2022-087**

Being a by-law to authorize the execution of an amending License Agreement between The Corporation of the Town of Tecumseh and Conseil scolaire catholique Providence

**Motion: RCM - 315/22**

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** By-Law 2022-82 being a by-law to appoint an Alternate Member to the Council of the County of Essex during an absence of the Mayor or Deputy Mayor;

**That** By-Law 2022-083 being a by-law to confirm and appoint certain officers, servants, and employees of The Corporation of the Town of Tecumseh;

**That** By-Law 2022-084 being a by-law to authorize the execution of a License Agreement between The Corporation of the Town of Tecumseh and Nobel REIT GP Inc.;

**That** By-Law 2022-085 being a by-law to authorize the execution of a Long Term Financing Agreement with the Corporation of the Town of Tecumseh and Essex Powerlines Corporation;

**That** By-Law 2022-086 being a by-law to establish an Emergency Management Program for the Town of Tecumseh and to appoint certain positions required under the Emergency Management and Civil Protection Act;

**That** By-Law 2022-087 being a by-law to authorize the execution of an amending License Agreement between The Corporation of the Town of Tecumseh and Conseil scolaire catholique Providence.

**Be given** first and second reading.

Carried

**Motion: RCM - 316/22**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** By-Law 2022-82 being a by-law to appoint an Alternate Member to the Council of the County of Essex during an absence of the Mayor or Deputy Mayor;

**That** By-Law 2022-083 being a by-law to confirm and appoint certain officers, servants, and employees of The Corporation of the Town of Tecumseh;

**That** By-Law 2022-084 being a by-law to authorize the execution of a License Agreement between The Corporation of the Town of Tecumseh and Nobel REIT GP Inc.;

**That** By-Law 2022-085 being a by-law to authorize the execution of a Long-Term Financing Agreement with the Corporation of the Town of Tecumseh and Essex Powerlines Corporation;

**That** By-Law 2022-086 being a by-law to establish an Emergency Management Program for the Town of Tecumseh and to appoint certain positions required under the Emergency Management and Civil Protection Act;

**That** By-Law 2022-087 being a by-law to authorize the execution of an amending License Agreement between The Corporation of the Town of Tecumseh and Conseil scolaire catholique Providence.

**Be given** third and final reading.

Carried

**P. Unfinished Business**

**1. November 22, 2022**

The Members receive the Unfinished Business listing for Tuesday, November 22, 2022.

**Q. New Business**

**Traffic Calming Measures**

A Member requests Administration to review traffic calming measures such as flexible road speed signs on Hebert Street.

**R. Motions**

**1. Confirmatory By-law 2022-088**

**Motion: RCM - 317/22**

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

**That** By-Law 2022-088 being a by-law to confirm the proceedings of the Tuesday, November 22, 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, December 13, 2022

5:30 pm Public Council Meeting - Zoning By-Law Amendment -12106 Tecumseh Road

6:00 pm Special Council Meeting - Committee and Board Appointments

7:00 pm Regular Council Meeting

**U. Adjournment**

**Motion: RCM - 318/22**

Moved by Councillor Alicia Higgison

Seconded by Councillor James Dorner

**That** there being no further business, the Tuesday, November 22, 2022 meeting of the Regular Council **be adjourned** at 10:14 pm.

Carried

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

## **Special Meeting of Council**

### **Minutes**

Date: Thursday, October 27, 2022  
Time: 4:00 pm  
Location: Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

**Present:**

Mayor, Gary McNamara  
Deputy Mayor, Joe Bachetti  
Councillor, Brian Houston  
Councillor, Tania Jobin  
Councillor, Doug Pitre  
Councillor, Rick Tonial

**Absent:**

Councillor, Bill Altenhof

**Also Present:**

Chief Administrative Officer, Margaret Misek-Evans  
Acting Clerk, Jennifer Alexander  
Director Public Works & Engineering Services, Phil Bartnik  
Director Community Safety & Fire Chief, Wade Bondy  
Director People & Culture, Michelle Bonnici  
Director Technology & Client Services, Shaun Fuerth  
Director Development Services, Brian Hillman  
Director Financial Services & Chief Financial Officer, Tom Kitsos  
Manager Committee & Community Services, Christina Hebert  
Manager Planning Services & Local Economic Development,  
Chad Jeffery  
Senior Manager Recreation Services, Brett Palmer  
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 4:49 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. Reporting Out of Closed Meeting**

A Closed meeting was held earlier today at 3:30 pm in accordance with Section 239 (2)(b)(g) of the *Municipal Act, 2001*. At the meeting, Council provided direction to Administration concerning an identifiable individual, as well as an update on a special project.

**E. Disclosure of Pecuniary Interest**

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

**F. Recognition of Council Services**

The Mayor and Members of Council express gratitude to Councillor Pitre for his service with filling a vacancy on Council created by the departure of MPP Windsor Tecumseh Andrew Dowie. Councillor Pitre extends his thanks for the opportunity and the experience of being Councillor - Ward 1.

**Motion: SCM - 23/22**

Moved By Deputy Mayor Joe Bachetti  
Seconded By Councillor Brian Houston

**That** the procedural rules on the order of business for the Special Council Meeting be suspended to allow for the following agenda items: Recognition of Council Services, Report DS-2022-43 Exemption from Draft Plan of Condo Approval, Council Support, Harbour Club Condo, 14400 Tecumseh Road, a motion on the November 8, Regular Council Meeting to be considered, and a Confirmatory By-law to be read and approved.

Carried

**G. Delegations****1. The People Strategy**

Michelle Bonnici, Director, People & Culture

The Director People & Culture presents "The People Strategy" as appended to the agenda. She provides a high-level overview of the

strategic vision with respect to the Town's human resources and work culture. In addition to The People Strategy, there are related supporting documents identifying priorities, capacity assessments, and action plans.

Over the next three years, the Director explains the strategy identifies five critical imperatives aimed at valuing leadership, improving excellence in performance, developing Town staff, improving our ability to attract and retain the best staff, and embedding diversity.

The Mayor opens the floor to questions from the Members. Discussion ensues with the Members with comments supporting The People Strategy.

## **2. Asset Management Plan**

Zora Visekruna, Deputy Treasurer & Manager Financial Services and Cameron Hedges, Engineering Project Manager

Phil Bartnik, Director Public Works & Engineering Services and Tom Kitsos, Director Financial Services & Chief Financial Officer will be present to answer questions

The Engineering Project Manager and the Deputy Treasurer & Manager Financial Services present the Asset Management Plan Update as appended on the agenda. The Manager reviews the second update to the Asset Management Plan (AMP). The AMP was first adopted in 2013 and is required by a municipality in order to be eligible for Provincial grant funding. The Deputy Treasurer highlights the AMP's financial strategy forecasted for the next ten years and legislative requirements.

The Mayor opens the floor for questions from the Members.

In response to an inquiry on the increase on lifecycle funding for inflation, the Deputy Treasurer explains the method used for the financial modelling is based on the existing financial contributions for lifecycle as every year there are budgetary pressures.

Councillor Tonia leaves the meeting at 5:37 pm.

## **H. Communications**

There are no Communication items presented to Council.

**I. Reports**

**1. CAO-PC-2022-07 The People Strategy**

**Motion: SCM - 24/22**

Moved By Deputy Mayor Joe Bachetti

Seconded By Councillor Rick Tonial

**That** Report CAO-PC-2022-07 The People Strategy, **be received**.

**And that** the financial considerations associated with implementation of the actions and priorities outlined in the People Strategy be referred to the 2023 budget process.

Carried

**2. PWES-2022-39 2022 Asset Management Plan and Amendment to the Strategic Asset Management Policy, Policy 95**

**Motion: SCM - 25/22**

Moved By Deputy Mayor Joe Bachetti

Seconded By Councillor Brian Houston

**That** Report PWES-2022-39 regarding the updated 2022 Asset Management Plan (version 3) and amendments to the Strategic Asset Management Policy, Policy 95, **be received**;

**And that** the 2022 Asset Management Plan (version 3) as presented to Council at the October 27, 2022 Special Meeting of Council and amended Strategic Asset Management Policy, Policy 95, **be adopted**.

Carried

**3. DS-2022-43 Exemption from Draft Plan of Condo Approval, Council Support, Harbour Club Condo, 14400 Tecumseh Road**

**Motion: SCM - 26/22**

Moved By Councillor Brian Houston

Seconded By Deputy Mayor Joe Bachetti

**That** the proposed Plan of Condominium application to the County of Essex (the Approval Authority) filed by 2593430 Ontario Limited (County of Essex File No. 37-D-19001) to create 64 condominium units within the existing five-storey, 64-unit apartment building on the 1.3 hectare (3.2 acre) property located on the north side of Tecumseh Road (14400 Tecumseh Road), approximately 45 metres east of its intersection with Brighton Road, **be supported**;

**And that** the request to the County of Essex to exempt the proposed Plan of Condominium from the requirement for draft approval, in accordance with Section 9 of the *Condominium Act*, **be supported**;

**And further that** the County of Essex **be advised** of Council's support for the exemption from the requirement for draft approval for the proposed Plan of Condominium and that the Town of Tecumseh does not have any additional conditions that it wishes to be imposed in the approval of the application.

Carried

**J. Motion**

**1. November 8, 2022 Regular Council Meeting**

**Motion: SCM - 27/22**

Moved By Councillor Tania Jobin  
Seconded By Councillor Brian Houston

**That** the Regular Council meeting scheduled for Tuesday, November 8, 2022 **be cancelled**;

**And that** in accordance with Section 4C of the Procedure By-law 2022-013, notice is given that the Tuesday, November 8, 2022, meeting date of Council is cancelled and such notice will **be posted** on the Town's website.

Carried

**K. Confirmatory By-Law 2022-081**

**Motion: SCM - 28/22**

Moved By Councillor Doug Pitre  
Seconded By Councillor Brian Houston

**That** By-Law 2022-081 being a by-law to confirm the proceedings of the Thursday, October 27, 2022, special meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried



**L. Adjournment**

**Motion: SCM - 29/22**

Moved By Councillor Doug Pitre

Seconded By Councillor Tania Jobin

**That** there being no further business, the Thursday, October 27, 2022 Special Council Meeting **be adjourned** at 6:07 pm.

Carried

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

## **Special Meeting of Council**

### **Minutes**

Date: Tuesday, November 22, 2022  
Time: 6:00 pm  
Location: Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

#### **Present:**

Mayor, Gary McNamara  
Deputy Mayor, Joe Bachetti  
Councillor, James Dorner  
Councillor, Alicia Higgison  
Councillor, Brian Houston  
Councillor, Tania Jobin  
Councillor, Rick Tonial

#### **Also Present:**

Chief Administrative Officer, Margaret Misek-Evans  
Acting Clerk, Jennifer Alexander  
Director Public Works & Engineering Services, Phil Bartnik  
Director Technology & Client Services, Shaun Fuerth  
Director Financial Services & Chief Financial Officer, Tom Kitsos  
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

#### **A. Roll Call**

#### **B. Call to Order**

The Mayor calls the meeting to order at 6:00 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**

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

**E. Delegations**

**1. Cyber Security Awareness Training**

Frank Fazio, Owner CySat Security Inc.

Frank Fazio, the president of CySat Security, leads the Members through cyber security training. Discussion ensues on cyber matters and Mr. Fazio responds to questions from the Members.

**F. Communications**

There are no communication items presented to Council.

**G. Reports**

There are no reports presented to Council.

**H. Adjournment**

**Motion: SCM - 28/22**

Moved By Deputy Mayor Joe Bachetti  
Seconded By Councillor Brian Houston

**That** there being no further business, the Tuesday, November 22, 2022 meeting of the Special Council Meeting **be adjourned** at 7:05 pm.

Carried

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

## **Special Meeting of Council**

### **Minutes**

Date: Tuesday, November 29, 2022  
Time: 3:00 pm  
Location: Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

#### **Present:**

Mayor, Gary McNamara  
Deputy Mayor, Joe Bachetti  
Councillor, James Dorner  
Councillor, Alicia Higgison  
Councillor, Brian Houston  
Councillor, Tania Jobin  
Councillor, Rick Tonial

#### **Also Present:**

Chief Administrative Officer, Margaret Misek-Evans  
Acting Clerk, Jennifer Alexander  
Director Community & Recreation Services, Paul Anthony  
Director Public Works & Engineering Services, Phil Bartnik  
Director Community Safety & Fire Chief, Wade Bondy  
Director People & Culture, Michelle Bonnici  
Director Technology & Client Services, Shaun Fuerth  
Director Development Services, Brian Hillman  
Director Financial Services & Chief Financial Officer, Tom Kitsos  
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

#### **A. Roll Call**

#### **B. Call to Order**

The Mayor calls the meeting to order at 3:00 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**

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

**E. Delegations**

The Chief Administrative Officer welcomes the newly elected Council and gives opening remarks. The purpose of this meeting is to provide the Members with an orientation of each department along with their respective responsibilities, current and future projects. Each Director presents their department presentation as appended on the agenda and responds to questions from the Members.

1. **Chief Administrative Officer**
2. **Legislative and Clerk Services**
3. **Financial Services**
4. **Community Safety**

The Mayor recesses at 4:06 pm and reconvenes the meeting at 4:14 pm.

5. **Community and Recreation Services**
6. **Development Services**
7. **Public Works and Engineering Services**
8. **Technology and Client Services**
9. **Chief Administrative Officer - People and Culture**

**Motion: SCM - 29/22**

Moved By Councillor Rick Tonial  
Seconded By Councillor Brian Houston

**That** the department presentations as listed on the agenda under Delegations **be received**.

Carried

**F. Communications**

There are no communication items presented to Council.

**G. Reports**

There are no reports presented to Council.

**H. Adjournment**

**Motion: SCM - 30/22**

Moved By Councillor Alicia Higgison

Seconded By Councillor James Dorner

**That** there being no further business, the Tuesday, November 29, 2022 meeting of the Special Council Meeting **be adjourned** at 5:48 pm.

Carried

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk



# Introduction to Capstone Infrastructure, Battery Storage, & the Ontario Capacity Procurements

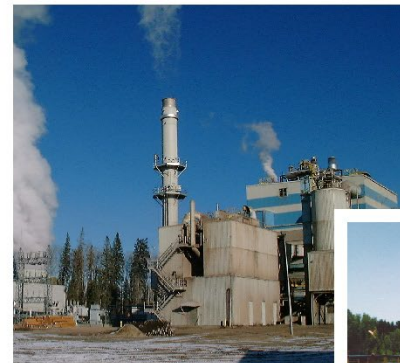
Presentation to the Town of Tecumseh, Ont.  
December 13, 2022

1. About Capstone
2. IESO Procurement Overview
3. Battery Projects Overview
4. Capstone's Proposed BESS Project
5. Local Benefits
6. Municipal Support Resolution



## About Capstone

- Toronto-based independent power producer (IPP) founded in 2004
- Develops, owns and operates 30 facilities (776 MW (net)) including wind, hydro (run of river), solar, biomass, and natural gas co-gen
- 140+ employees across North America
- Capstone has been a major player in the Ontario renewable energy market since 2005, with 17 wind and solar facilities coming online totalling 278 MW



# Need for the IESO Capacity Procurement

- Ontario is entering a period of emerging electricity system needs, driven by increasing demand, the retirement of the Pickering nuclear plant, the refurbishment of other nuclear generating units, as well as expiring contracts for existing facilities
- The Independent Electric System Operator (IESO) identified areas of Ontario with greatest need for additional capacity based on Ontario's needs and load growth over the upcoming years
- In the near term, the IESO is looking to procure more than 4,000 MWs of capacity through Expedited and Long-Term RFPs. The Expedited Long-Term RFP is focused on 1,500 MWs, with 900 MWs being battery storage

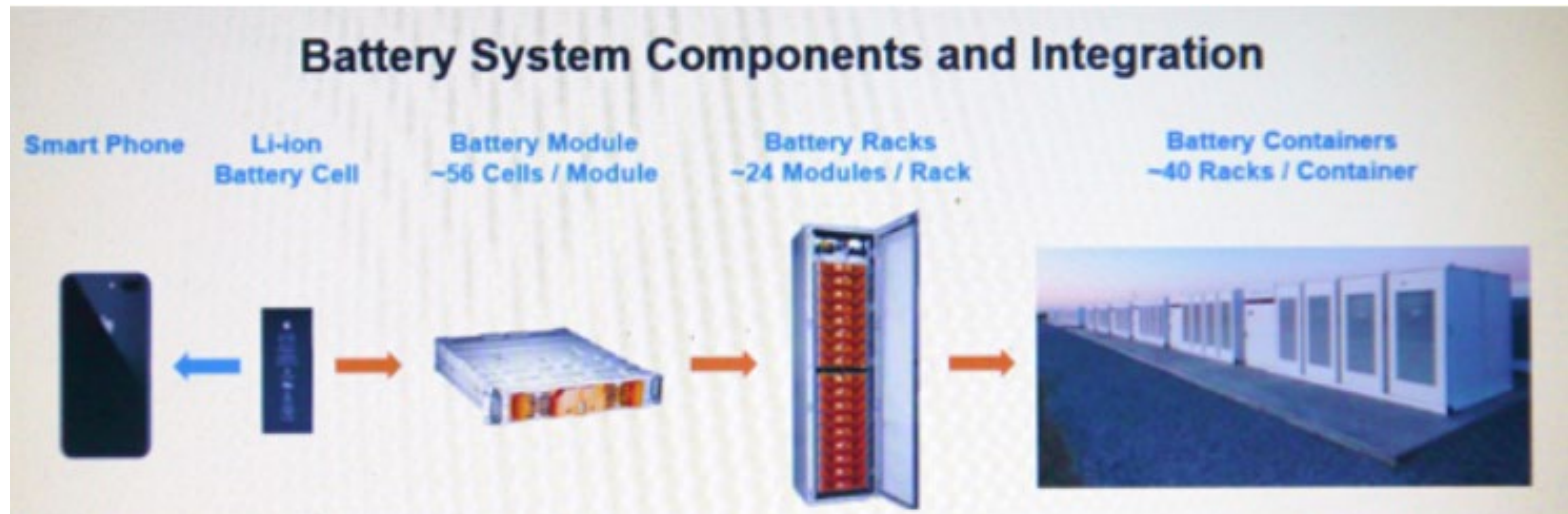
## IESO RFP Rules / Timeline

- The draft Expedited and LT1 RFP set out ‘mandatory criteria’ and ‘rated criteria’ (optional scoring criteria, to enhance assessment by the IESO)
- Among the mandatory criteria, sites are evaluated on a pass/fail basis for: qualified applicant; proposed ability to deliver continuous electricity; deliverability test results; and proposal ability to meet submission criteria
- Among the rated criteria, sites are evaluated on the following: location being within priority zones; duration of service; Indigenous Community participation; and local governing body support resolution
  - Municipal support will be critical in proposal prioritization for projects. Given the competitive nature of the RFP processes, Capstone anticipates that winning projects will need to secure rated criteria points

ACTIVITY		DATE
RFQ launched by the IESO		June 2022
Expedited Process Proposal Submission		February 2023
Expedited Process Contract Offer		May 2023
Projects begin to come online	45	2025 - 2027

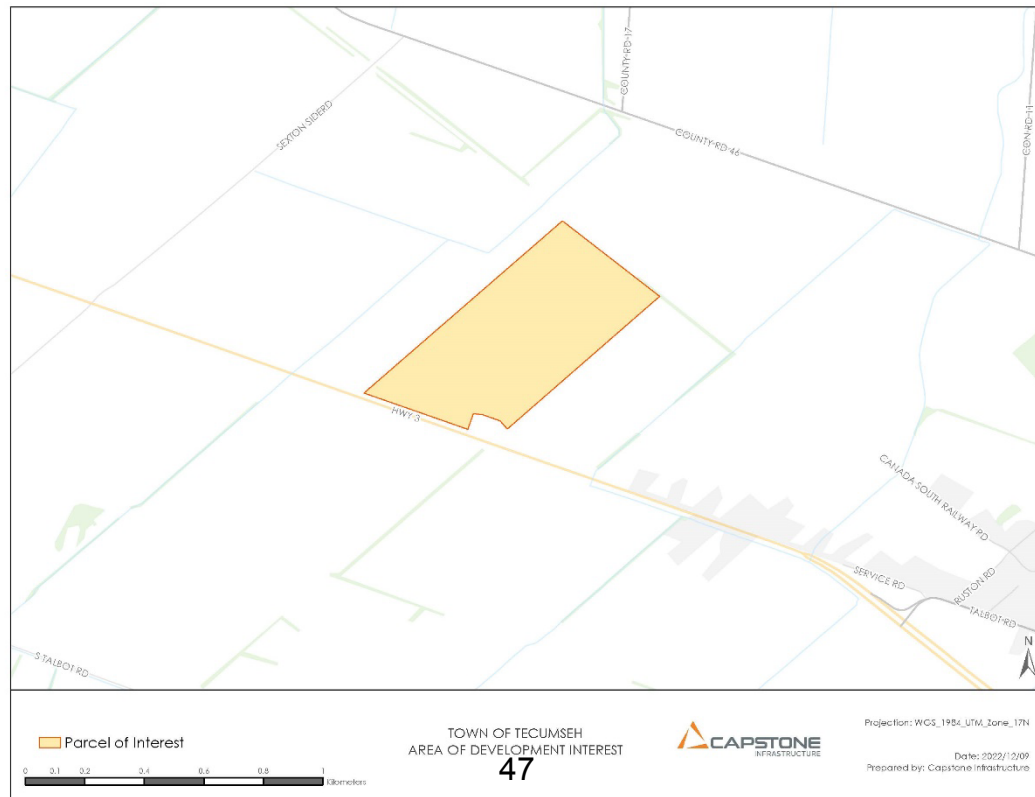
## What is the BESS

- Unlike wind and solar, Battery Energy Storage Systems (commonly referred to as BESS), have a condensed project footprint, with a low profile, requiring approximately 10 acres for 200 MWs
- BESS projects are remotely monitored (24/7) and operated



# Capstone's Proposed BESS in Tecumseh

- Capstone is seeking to develop a BESS project in the Town of Tecumseh for up to 200 MW on land that is currently zoned agricultural
- We are in discussions with a landowner for the lease of their lands for project siting and connection via the 230 kV transmission system, owned by Hydro One



## Key Considerations for Proposed Area of Interest

- The IESO West region, including Tecumseh, was identified as a Preferred Area by the IESO, with strong preference for the purpose of these procurements
- The property contains a Transmission Line that has been identified as an IESO Preferred Circuit (H25J, H26J). This coincides with an identified need in the region for Energy Storage resources and is valued at the maximum number of RFP points
- The property was selected as it presents ample opportunity for the project to be sited near the rear/north of the land, a good distance away from houses and other receptors. This will help to reduce visual and noise impacts from the project
- The property was selected as it is fairly unencumbered by environmental constraints and features. This should reduce limitations to it being permitted, while having less of an impact on the natural environment

## Short Term Benefits

- Construction work will be sourced locally whenever possible providing short-term employment within the community
- Permit fees and other project payments made to the town
- Secondary support services will be needed, such as housing, food, site maintenance, etc.

## Long Term Benefits

- Long-term tax benefits for 20+ years/10
- Possibility of long-term jobs required for site management and continued maintenance
- BESS will contribute to a safe and reliable electrical grid

# Municipal Support Resolution

## What We Are Asking of You Now...

- The project is requesting a Municipal Support Resolution to support this project in obtaining rated criteria points in the IESO procurement / Expedited RFP submission in February

## What It Means To Provide This Support Resolution...

- This will indicate support for continued development works between the Town of Tecumseh and Capstone Infrastructure
- The competitiveness of Capstone's bid for a proposed BESS will be enhanced when assessed by the IESO
- No guarantees - other than the agreement to continue to work together on the development of the battery storage project
- Agreement on the Municipal Support Resolution



### Lauren McLeod

Development Manager

Capstone Infrastructure Corporation

Email: [lmcleod@capstoneinfra.com](mailto:lmcleod@capstoneinfra.com)

Tel.: 1-289-201-3816



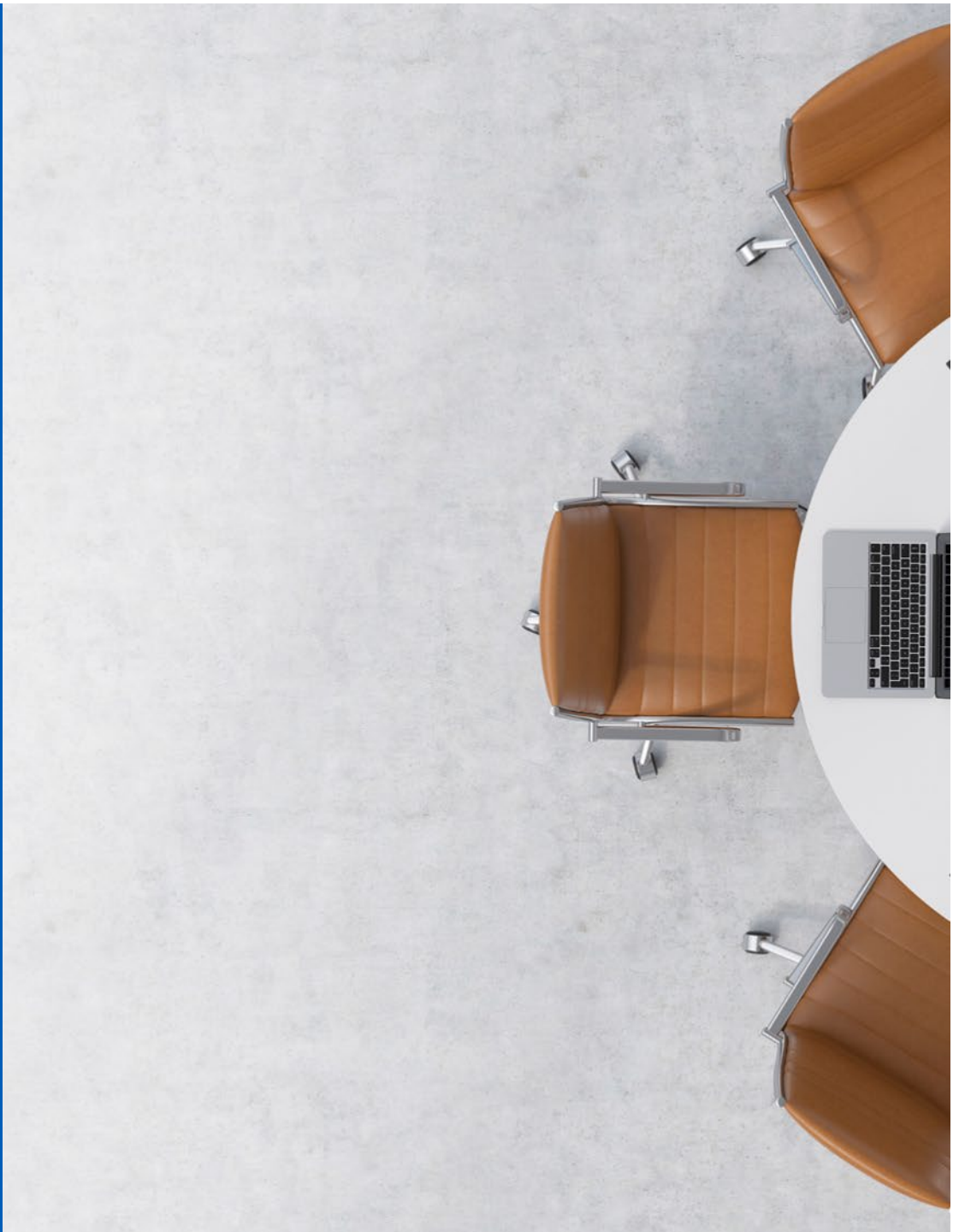
# The Corporation of the Town of Tecumseh

Audit Findings Report  
for the year ended  
December 31, 2021

*KPMG LLP*

December 13, 2022

[kpmg.ca/audit](https://kpmg.ca/audit)



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# Audit Quality: How do we deliver audit quality?

Transparency report



**Quality** essentially means doing the right thing and remains our highest priority. Our **Global Quality Framework** outlines how we deliver quality and how every partner and staff member contributes to its delivery.

**‘Perform quality engagements’** sits at the core along with our commitment to continually monitor and remediate to fulfil on our quality drivers.

Our **quality value drivers** are the cornerstones to our approach underpinned by the **supporting drivers** and give clear direction to encourage the right behaviours in delivering audit quality.

We define **‘audit quality’** as being the outcome when:

- audits are **executed consistently**, in line with the requirements and intent of **applicable professional standards** within a strong **system of quality controls**; and
- all of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics, and integrity**.



Visit our [Resources](#) page for more information.

**Doing the right thing. Always.**

# Audit highlights

## Purpose of this report<sup>1</sup>

The purpose of this Audit Findings Report is to assist you, as a member of Council, in your review of the results of our audit of the consolidated financial statements as at and for the period ended December 31, 2021.

### Status of the audit

As of December 13, 2022, we have completed the audit of the financial statements, with the exception of certain remaining procedures, which include amongst others:

- Completing our discussions with Council
- Obtaining evidence of Council's approval of the financial statements
- Receipt of legal letter responses

We will update Council on significant matters, if any, arising from the completion of the audit, including the completion of the above procedures

Our auditors' report, a draft of which is provided alongside the draft financial statements, will be dated upon the completion of any remaining procedures.

### Going concern

No matters to report.

### Materiality

Materiality has been established by considering various metrics that are relevant to the users of the financial statements. Materiality has been determined based on total expenses from 2020. We have determined materiality to be \$710,000.

See page 4.

### Significant risks and other significant matters

Refer to page 5 for our response and significant findings for the following significant risks and other significant matters:

- Fraud risk from revenue recognition and management override of controls
- Carrying value of tangible capital assets
- Valuation of employee future benefit obligations

### Uncorrected audit misstatements

No matters to report.

### Control deficiencies

We did not identify any control deficiencies that we determined to be significant deficiencies in internal control over financial reporting. A significant deficiency in internal control is a deficiency, or combination of deficiencies, in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance.

### Significant accounting policies and practices

There have been no initial selections of, or changes to, significant accounting policies and practices to bring to your attention.

<sup>1</sup> This report to Council is intended solely for the information and use of Management and Council and should not be used for any other purpose or any other party. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

# Materiality

Materiality is established to identify risks of material misstatements, to develop an appropriate audit response to such risks, and to evaluate the level at which we think misstatements will reasonably influence users of the financial statements. It considers both quantitative and qualitative factors.

To respond to aggregation risk, we design our procedures to detect misstatements at a lower level of materiality (e.g., performance materiality or, in the case of a group audit, component materiality).

Materiality determination	Comments	Amount
<b>Materiality</b>	Determined to plan and perform the audit and to evaluate the effects of identified misstatements on the audit and of any uncorrected misstatements on the consolidated financial statements.  The corresponding amount for the prior year's audit was \$730,000.	\$710,000
<b>Benchmark</b>	Based on the prior year's total expenses.  This benchmark is consistent with the prior year.	\$35,562,538
<b>% of Benchmark</b>	The corresponding percentage for the prior year's audit was 2%.	2%
<b>Audit Misstatement Posting Threshold (AMPT)</b>	Threshold used to accumulate misstatements identified during the audit. The corresponding amount for the previous year's audit was \$36,000.	\$34,000

# Audit risks and results

We highlight our significant findings in respect of **significant financial reporting risks** as identified in our discussion with you in the Audit Plan, as well as any additional significant financial reporting risks identified.

Significant financial reporting risk	New or changed?	Estimate?
Risk of material misstatement due to fraud resulting from fraudulent revenue recognition	No	No
Risk of material misstatement due to fraud resulting from management override of controls	No	No

## Our response

- We rebutted the risk of material misstatement due to fraud resulting from revenue recognition during the planning phase of our audit, as the Town's performance is not measured based on revenue or earnings.
- As the risk of material misstatement due to fraud resulting from management override of controls is not rebuttable, our audit methodology incorporated the required procedures in professional standards to address this risk. These procedures included testing of journal entries and other adjustments, performing a retrospective review of estimates and evaluating the business rationale of significant unusual transactions, as well as other procedures as considered appropriate by us.
- KPMG reviewed a sample of expense reports for the Mayor, Council and Senior Management. We reviewed the policies of the Town and ensured that the expense reports adhered to the policies and were appropriately authorized and supported.

## Significant findings

- No issues noted.
- No exceptions were noted in our testing.
- All expenses were appropriately authorized, supported and in compliance with the Town's policies.

# Audit risks and results (continued)

Area of focus	New or changed?	Estimate?	Carrying amount (\$'000s)
Carrying value of tangible capital assets and other non-financial assets	No	Yes	\$236,052
Valuation of employee future benefit obligations	No	Yes	\$11,991

## Our response and findings

- Amortization is charged on a straight-line basis over the useful life of the assets.
  - The estimated useful lives of the tangible capital assets that the Town uses are consistent with industry standards.
  - KPMG performed substantive tests of details over additions to tangible capital assets as well as substantive analytical procedures over the current year amortization.
  - There have been no indications of valuation or impairment issues in relation to the total value of tangible capital assets and other non-financial assets recorded.
- 
- Obligations related to employee future benefits are valued based on actuarial assumptions.
  - We have reviewed the assumptions provided by Management and found them to be reasonable.
  - We determined that the assumptions determined by the actuary are reasonable in nature.
  - Employee future benefits were adequately disclosed within the financial statements.



# Uncorrected and corrected audit misstatements

Audit misstatements include presentation and disclosure misstatements, including omissions.

## Uncorrected audit misstatements

We did not identify misstatements that remain uncorrected.

## Corrected audit misstatements

We did not identify misstatements that were subsequently corrected by management.

# Control deficiencies

## Consideration of internal control over financial reporting

A significant deficiency in internal control over financial reporting is a deficiency, or combination of deficiencies, in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance.

In planning and performing our audit, we considered ICFR relevant to the Entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on ICFR.

Our understanding of internal control over financial reporting was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies. The matters being reported are limited to those deficiencies that we have identified during the audit that we have concluded are of sufficient importance to merit being reported to those charged with governance.

Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing, and extent of audit procedures performed, as well as other factors. Had we performed more extensive procedures on internal control over financial reporting, we might have identified more significant deficiencies to be reported or concluded that some of the reported significant deficiencies need not, in fact, have been reported.

## Significant deficiencies in internal control over financial reporting

No issues were noted throughout our audit.

# Financial statement presentation and disclosure

Misstatements, including omissions, if any, related to presentation and disclosure items are in the management representation letter.

We also highlight the following:

Financial statement presentation - form, arrangement, and content	Nothing to report.
Concerns regarding application of new accounting pronouncements	Nothing to report.
Significant qualitative aspects of financial statement presentation and disclosure	Nothing to report.

# Significant accounting policies and practices

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## Initial selections

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Nothing to report.

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## Changes

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Nothing to report.

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## Future Implementation

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See Appendix 3 for detailed discussion over upcoming standards, including:

- **Asset Retirement Obligations** (PS 3280 *Asset Retirement Obligations*)
  - **Revenues** (PS 3400 *Revenue*)
  - **Financial instruments and foreign currency translation** (PS3450 *Financial Instruments*, PS2601 *Foreign Currency Translation*, PS1201 *Financial Statement Presentation* and PS3041 *Portfolio Investments*)
  - **Employee Future Benefits** (PS3250 *Retirement Benefits* and PS3255 *Post-Employment Benefits, Compensated Absences and Termination Benefits*)
-

# Appendices

## Content

**Appendix 1: Other required communications**

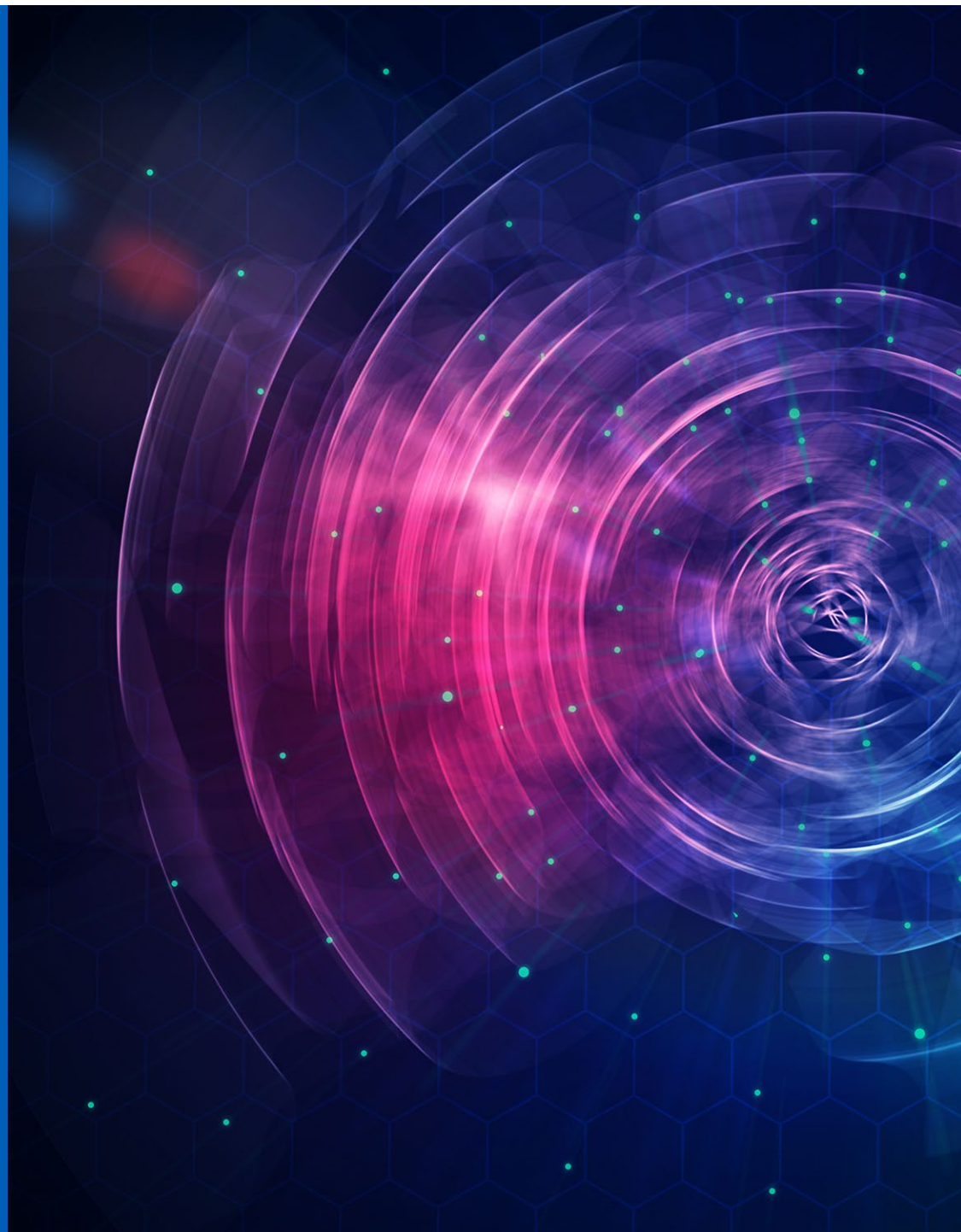
**Appendix 2: Management representation letter(s)**

**Appendix 3: Current developments**

**Appendix 4: Upcoming changes to auditing standards**

**Appendix 5: Audit and assurance insights**

**Appendix 6: Environmental, Social and Governance**



# Appendix 1: Other required communications

## Audit Quality in Canada

The reports available through the following links were published by the Canadian Public Accountability Board to inform audit committees and other stakeholders about the results of quality inspections conducted over the past year:

- [CPAB Audit Quality Insights Report: 2021 Interim Inspections Results](#)
- [CPAB Audit Quality Insights Report: 2020 Annual Inspections Results](#)

## Appendix 2: Management representation letter

KPMG LLP  
618 Greenwood Centre  
3200 Deziel Drive  
Windsor, Ontario N8W 5K8  
Canada

December 13, 2022

We are writing at your request to confirm our understanding that your audit was for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of The Corporation of the Town of Tecumseh ("the Entity") as at and for the period ended December 31, 2021.

**GENERAL:**

We confirm that the representations we make in this letter are in accordance with the definitions as set out in **Attachment I** to this letter.

We also confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

**RESPONSIBILITIES:**

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated April 29, 2019, including for:
  - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework.
  - b) providing you with all information of which we are aware that is relevant to the preparation of the financial statements ("relevant information"), such as financial records, documentation and other matters, including:
    - the names of all related parties and information regarding all relationships and transactions with related parties;
    - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements. All significant actions are included in summaries.
  - c) providing you with unrestricted access to such relevant information.
  - d) providing you with complete responses to all enquiries made by you during the engagement.
  - e) providing you with additional information that you may request from us for the purpose of the engagement.
  - f) providing you with unrestricted access to persons within the Entity from whom you determined it necessary to obtain audit evidence.



- g) such internal control as we determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. We also acknowledge and understand that we are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- h) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements.
- i) ensuring that internal auditors providing direct assistance to you, if any, were instructed to follow your instructions and that we, and others within the entity, did not intervene in the work the internal auditors performed for you.

**INTERNAL CONTROL OVER FINANCIAL REPORTING:**

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which we are aware.

**FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:**

- 3) We have disclosed to you:
  - a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
  - b) all information in relation to fraud or suspected fraud that we are aware of that involves:
    - management;
    - employees who have significant roles in internal control over financial reporting; or
    - otherswhere such fraud or suspected fraud could have a material effect on the financial statements.
  - c) all information in relation to allegations of fraud, or suspected fraud, affecting the financial statements, communicated by employees, former employees, analysts, regulators, or others.
  - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements.
  - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

**SUBSEQUENT EVENTS:**

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

**RELATED PARTIES:**

- 5) We have disclosed to you the identity of the Entity's related parties.
- 6) We have disclosed to you all the related party relationships and transactions/balances of which we are aware.
- 7) All related party relationships and transactions/balances have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

**ESTIMATES:**

- 8) The methods, the data and the significant assumptions used in making accounting estimates, and their related disclosures are appropriate to achieve recognition, measurement or disclosure that is reasonable in the context of the applicable financial reporting framework.

**GOING CONCERN:**

- 9) We have provided you with all information relevant to the use of the going concern assumption in the financial statements.

**NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:**

- 10) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002).
- 11) We also confirm that the financial statements of the Entity will not be included in the group financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

Yours very truly,

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By: Mr. Tom Kitsos, Director Financial Services & Chief Financial Officer

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By: Ms. Margaret Misek-Evans, Chief Administrative Officer

## **Attachment I – Definitions**

### **MATERIALITY**

Certain representations in this letter are described as being limited to matters that are material.

Information is material if omitting, misstating or obscuring it could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

Judgments about materiality are made in light of surrounding circumstances, and are affected by perception of the needs of, or the characteristics of, the users of the financial statements and, the size or nature of a misstatement, or a combination of both while also considering the entity's own circumstances.

### **FRAUD & ERROR**

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

DRAFT

# Appendix 3: Current developments

## Public Sector Accounting Standards

Standard	Summary and implications
Asset Retirement Obligations	<ul style="list-style-type: none"> <li>– The new standard is effective for fiscal years beginning on or after April 1, 2022.</li> <li>– The new standard addresses the recognition, measurement, presentation and disclosure of legal obligations associated with retirement of tangible capital assets in productive use. Retirement costs will be recognized as an integral cost of owning and operating tangible capital assets. PSAB currently contains no specific guidance in this area.</li> <li>– The ARO standard will require the public sector entity to record a liability related to future costs of any legal obligations to be incurred upon retirement of any controlled tangible capital assets ("TCA"). The amount of the initial liability will be added to the historical cost of the asset and amortized over its useful life.</li> <li>– As a result of the new standard, the public sector entity will have to:               <ul style="list-style-type: none"> <li>• Consider how the additional liability will impact net debt, as a new liability will be recognized with no corresponding increase in a financial asset;</li> <li>• Carefully review legal agreements, senior government directives and legislation in relation to all controlled TCA to determine if any legal obligations exist with respect to asset retirements;</li> <li>• Begin considering the potential effects on the organization as soon as possible to coordinate with resources outside the finance department to identify AROs and obtain information to estimate the value of potential AROs to avoid unexpected issues.</li> </ul> </li> </ul>
Revenue	<ul style="list-style-type: none"> <li>– The new standard is effective for fiscal years beginning on or after April 1, 2023. The effective date was deferred by one year due to COVID-19.</li> <li>– The new standard establishes a single framework to categorize revenues to enhance the consistency of revenue recognition and its measurement.</li> <li>– The standard notes that in the case of revenues arising from an exchange transaction, a public sector entity must ensure the recognition of revenue aligns with the satisfaction of related performance obligations.</li> <li>– The standard notes that unilateral revenues arise when no performance obligations are present, and recognition occurs when there is authority to record the revenue and an event has happened that gives the public sector entity the right to the revenue.</li> </ul>

Standard	Summary and implications
Financial Instruments and Foreign Currency Translation	<ul style="list-style-type: none"> <li>— The accounting standards, PS3450 <i>Financial Instruments</i>, PS2601 <i>Foreign Currency Translation</i>, PS1201 <i>Financial Statement Presentation</i> and PS3041 <i>Portfolio Investments</i> are effective for fiscal years commencing on or after April 1, 2022. The effective date was deferred by one year due to COVID-19.</li> <li>— Equity instruments quoted in an active market and free-standing derivatives are to be carried at fair value. All other financial instruments, including bonds, can be carried at cost or fair value depending on the public sector entity's choice and this choice must be made on initial recognition of the financial instrument and is irrevocable.</li> <li>— Hedge accounting is not permitted.</li> <li>— A new statement, the Statement of Remeasurement Gains and Losses, will be included in the financial statements. Unrealized gains and losses incurred on fair value accounted financial instruments will be presented in this statement. Realized gains and losses will continue to be presented in the statement of operations.</li> <li>— In July 2020, PSAB approved federal government narrow-scope amendments to PS3450 <i>Financial Instruments</i> which will be included in the Handbook in the fall of 2020. Based on stakeholder feedback, PSAB is considering other narrow-scope amendments related to the presentation and foreign currency requirements in PS3450 <i>Financial Instruments</i>. The exposure drafts were released in summer 2020 with a 90-day comment period.</li> </ul>
Employee Future Benefit Obligations	<ul style="list-style-type: none"> <li>— PSAB has initiated a review of sections PS3250 <i>Retirement Benefits</i> and PS3255 <i>Post-Employment Benefits, Compensated Absences and Termination Benefits</i>. In July 2020, PSAB approved a revised project plan.</li> <li>— PSAB intends to use principles from International Public Sector Accounting Standard 39 <i>Employee Benefits</i> as a starting point to develop the Canadian standard.</li> <li>— Given the complexity of issues involved and potential implications of any changes that may arise from the review of the existing guidance, PSAB will implement a multi-release strategy for the new standards. The first standard will provide foundational guidance. Subsequent standards will provide additional guidance on current and emerging issues.</li> <li>— PSAB released an exposure draft on proposed section PS3251, <i>Employee Benefits</i> in July 2021. Comments to PSAB on the proposed section are due by November 25, 2021. Proposed Section PS 3251 would apply to fiscal years beginning on or after April 1, 2026 and should be applied retroactively. Earlier adoption is permitted. The proposed PS3251 would replace existing Section PS 3250 and Section PS 3255. This proposed section would result in organizations recognizing the impact of revaluations of the net defined benefit liability (asset) immediately on the statement of financial position. Organizations would also assess the funding status of their post-employment benefit plans to determine the appropriate rate for discounting post-employment benefit obligations.</li> </ul>

Standard	Summary and implications
Public Private Partnerships ("P3")	<ul style="list-style-type: none"> <li>PSAB has introduced Section PS3160, which includes new requirements for the recognition, measurement and classification of infrastructure procured through a public private partnership. The standard has an effective date of April 1, 2023, and may be applied retroactively or prospectively.</li> <li>The standard notes that recognition of infrastructure by the public sector entity would occur when it controls the purpose and use of the infrastructure, when it controls access and the price, if any, charged for use, and it controls any significant interest accumulated in the infrastructure when the P3 ends.</li> <li>The public sector entity recognizes a liability when it needs to pay cash or non-cash consideration to the private sector partner for the infrastructure.</li> <li>The infrastructure would be valued at cost, which represents fair value at the date of recognition with a liability of the same amount if one exists. Cost would be measured in reference to the public private partnership process and agreement, or by discounting the expected cash flows by a discount rate that reflects the time value of money and risks specific to the project.</li> </ul>
Concepts Underlying Financial Performance	<ul style="list-style-type: none"> <li>PSAB is in the process of reviewing the conceptual framework that provides the core concepts and objectives underlying Canadian public sector accounting standards.</li> <li>PSAB released four exposure drafts in early 2021 for the proposed conceptual framework and proposed revised reporting model, and their related consequential amendments. The Board is in the process of considering stakeholder comments received.</li> <li>PSAB is proposing a revised, ten chapter conceptual framework intended to replace PS 1000 <i>Financial Statement Concepts</i> and PS 1100 <i>Financial Statement Objectives</i>. The revised conceptual framework would be defined and elaborate on the characteristics of public sector entities and their financial reporting objectives. Additional information would be provided about financial statement objectives, qualitative characteristics and elements. General recognition and measurement criteria, and presentation concepts would be introduced.</li> <li>In addition, PSAB is proposing: <ul style="list-style-type: none"> <li>Relocation of the net debt indicator to its own statement and the statement of net financial assets/liabilities, with the calculation of net debt refined to ensure its original meaning is retained.</li> <li>Separating liabilities into financial liabilities and non-financial liabilities.</li> <li>Restructuring the statement of financial position to present non-financial assets before liabilities.</li> <li>Changes to common terminology used in the financial statements, including re-naming accumulated surplus (deficit) to net assets (liabilities).</li> <li>Removal of the statement of remeasurement gains (losses) with the information instead included on a new statement called the statement of changes in net assets (liabilities). This new statement would present the changes in each component of net assets (liabilities), including a new component called "accumulated other".</li> <li>A new provision whereby an entity can use an amended budget in certain circumstances.</li> <li>Inclusion of disclosures related to risks and uncertainties that could affect the entity's financial position.</li> </ul> </li> </ul>

Standard	Summary and implications
Purchased Intangibles	<ul style="list-style-type: none"> <li>– In October 2019, PSAB approved a proposal to allow public sector entities to recognize intangibles purchased through an exchange transaction. Practitioners are expected to use the definition of an asset, the general recognition criteria and the GAAP hierarchy to account for purchased intangibles.</li> <li>– PSAB has approved Public Sector Guideline 8 which allows recognition of intangibles purchased through an exchange transaction. Narrow-scope amendments were made to Section PS 1000 Financial statement concepts to remove prohibition on recognition of intangibles purchased through exchange transactions and PS 1201 Financial statement presentation to remove the requirement to disclose that purchased intangibles are not recognized.</li> <li>– The effective date is April 1, 2023 with early adoption permitted. Application may be retroactive or prospective.</li> </ul>
Government Not-for-Profit Strategy	<ul style="list-style-type: none"> <li>– PSAB is in the process of reviewing its strategy for government not-for-profit (“GNFP”) organizations. PSAB intends to understand GNFPs’ fiscal and regulatory environment, and stakeholders’ financial reporting needs.</li> <li>– PSAB released a second consultation paper in January 2021 which summarizes the feedback received to the first consultation paper. It also describes options for the GNFP strategy and the decision-making criteria used to evaluate the options. PSAB recommends incorporating the PS4200 series with potential customizations into PSAS. This means reviewing the existing PS4200 series to determine if they should be retained and added to PSAS. Incorporating the updated or amended PS4200 series standards in PSAS would make the guidance available to any public sector entity. Accounting and/or reporting customizations may be permitted if PSAB determines there are substantive and distinct accountabilities that warrant modification from PSAS.</li> <li>– PSAB is in the process of considering stakeholder comments.</li> </ul>
2022 – 2027 Strategic Plan	<ul style="list-style-type: none"> <li>– PSAB’s Draft 2022 – 2027 Strategic Plan was issued for public comment in May 2021. Comments were requested for October 6, 2021.</li> <li>– The Strategic Plan sets out broad strategic objectives that help guide PSAB in achieving its public interest mandate over a multi-year period, and determining standard-setting priorities</li> <li>– The Strategic Plan emphasizes four key priorities:</li> <li>– Develop relevant and high-quality accounting standards - Continue to develop relevant and high-quality accounting standards in line with PSAB’s due process, including implementation of the international strategy (focused on adapting International Public Sector Accounting Standards for new standards) and completion of the Conceptual Framework and Reporting Model project.</li> <li>– Enhance and strengthen relationships with stakeholders - Includes increased engagement with Indigenous Governments and exploring the use of customized reporting.</li> <li>– Enhance and strengthen relationships with other standard setters – In addition to continued collaboration with other standard setters, this emphasizes strengthened relationship with the IPSASB.</li> <li>– Support forward-looking accounting and reporting initiatives – Supporting and encouraging ESG reporting, and consideration of the development of ESG reporting guidance for the Canadian public sector.</li> </ul>

## Appendix 4: Upcoming changes to auditing standards

The following changes to auditing standards applicable to our 2022 audit are listed below.

Standard	Key observations
<b>Revised CAS 315, <i>Identifying and Assessing the Risks of Material Misstatement</i></b>	<p>Revised CAS 315, <i>Identifying and Assessing the Risks of Material Misstatement</i> has been released and is effective for audits of financial statements for periods beginning on or after December 15, 2021.</p> <p>The standard has been significantly revised, reorganized and enhanced to require a more robust risk identification and assessment in order to promote better responses to the identified risks. Key changes include:</p> <ul style="list-style-type: none"><li>— Enhanced requirements relating to exercising professional skepticism</li><li>— Distinguishing the nature of, and clarifying the extent of, work needed for indirect and direct controls</li><li>— Clarification of which controls need to be identified for the purpose of evaluating the design and implementation of controls</li><li>— Introduction of scalability</li><li>— Incorporation of considerations for using automated tools and techniques</li><li>— New and revised concepts and definitions related to identification and assessment of risk</li><li>— Strengthened documentation requirements</li></ul> <p>CPA Canada plans to publish a Client Briefing document in early 2022 to help you better understand the changes you can expect on your 2022 audit.</p>



# Appendix 5: Audit and assurance insights

Our latest thinking on the issues that matter most to audit committees, Boards and Management.

Featured insight	Summary
<a href="#"><u>KPMG Audit &amp; Assurance Insights</u></a>	Curated research and insights for audit committees and boards
<a href="#"><u>COVID-19 Financial Reporting Resource Centre</u></a>	Resource centre on the financial reporting impacts of coronavirus
<a href="#"><u>Board Leadership - Audit committee insights</u></a>	The KPMG in Canada Board Leadership Centre (BLC) engages with directors, board members and business leaders to discuss timely and relevant boardroom challenges and deliver practical thought leadership on risk and strategy, talent and technology, globalization and regulatory issues, financial reporting, and more.
<a href="#"><u>Current Developments</u></a>	Series of quarterly publications for Canadian businesses including Spotlight on IFRS, Canadian Securities & Auditing Matters and US Outlook.
<a href="#"><u>The ESG journey: Lessons from the boardroom and C-suite (kpmg.us)</u></a>	To build on our work in ESG, strategy and the long view, the Board Leadership Center interviewed directors and officers of major corporations, including Morgan Stanley, Tyson Foods, Ford Motor, Microsoft, Mars, and Whirlpool, among others.
<a href="#"><u>ESG, strategy, and the long view (kpmg.us)</u></a>	To help boards understand and shape the total impact of the company's strategy and operations externally—on the environment, the company's consumers and employees, the communities in which it operates, and other stakeholders—and internally, on the company's performance, this paper presents a five-part framework.
<a href="#"><u>Inclusion and diversity practices</u></a>	Getting started on the inclusion and diversity journey. Unique inclusion and diversity considerations for boards.

## Appendix 6: Environmental, Social and Governance

Environmental, Social and Governance (ESG) has revolutionized how organizations in all sectors and markets are delivering their services. ESG refers to a framework to integrate environmental, social, governance risks and opportunities into an entity's strategy to build long-term sustainability and value creation. KPMG's 2021 CEO Outlook highlighted that 30% of CEO's are planning to invest more than 10% of their revenues towards becoming more sustainable. Stakeholder expectations have changed significantly — ESG is no longer a nice-to-have, or an initiative that can be pursued independent of an entity's other objectives. In the not-for-profit sector, access to funding and competitiveness for donations may soon be distinguished by entities who have embraced ESG, and those who have lagged.

To be successful, ESG needs to become an integral component of an entity's strategy, and all facets of its operations. Entities need to transform how performance is measured. ESG is also shaping financial reporting requirements. In addition to substantial investments to support sustainability and climate change, the Government of Canada's Budget 2021 announced a commitment to engage with the provinces and territories on adoption of climate disclosures consistent with the Task Force on Climate-related Financial Disclosures (TCFD). Canada's Crown corporations are presently working to adopt the TCFD standards. Leading not-for-profit organizations are also looking at adopting the TCFD requirements on a voluntary basis.

KPMG shares your passion for ESG. Recently, KPMG launched a transformative ESG global strategy to embed ESG in every one of the services we provide, the learning and development of our professionals, and commits the firm to achieve net-zero carbon emissions by 2030. Globally, KPMG is investing over \$1.5 billion over the next three years to accelerate global solutions for environmental, social and governance issues. Our sustainability and impact service offerings cover the full range of requirements, from strategy setting, to impact measurement, decarbonization, reporting and assurance. The time is now to begin a discussion on your entity's ESG journey.

Contact us to discuss how KPMG can advise you on your ESG journey!



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KPMG member firms around the world have 227,000 professionals, in 146 countries.



Consolidated Financial Statements of

**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

Year ended December 31, 2021

DRAFT

# THE CORPORATION OF THE TOWN OF TECUMSEH

## Consolidated Financial Statements

Year ended December 31, 2021

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DRAFT

### **Management's Responsibility for the Consolidated Financial Statements**

The accompanying consolidated financial statements of The Corporation of the Town of Tecumseh (the "Town") are the responsibility of the Town's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Town's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

Management meets with the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the Town. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the Town's consolidated financial statements.

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## INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Town of Tecumseh

### **Opinion**

We have audited the consolidated financial statements of The Corporation of the Town of Tecumseh (the Entity), which comprise:

- the consolidated statement of financial position as at end December 31, 2021
- the consolidated statement of operations and accumulated surplus for the year then ended
- the consolidated statement of changes in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the Entity as at end of December 31, 2021, and its consolidated results of operations and accumulated surplus, its consolidated changes in net financial assets and its consolidated 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 “**Auditors’ Responsibilities for the Audit of the Financial Statements**” section of our auditors’ report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other 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.

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

Management is responsible for the preparation and fair presentation of the 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 the Entity'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 the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

### ***Auditors' 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 auditors' 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 the 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 the Entity'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 the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' 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 auditors' report. However, future events or conditions may cause the Entity 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.
- 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.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group Entity to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants, Licensed Public Accountants

Windsor, Canada

Approval Date

# THE CORPORATION OF THE TOWN OF TECUMSEH

## Consolidated Statement of Financial Position

December 31, 2021, with comparative information for 2020

	2021	2020
<b>Financial assets</b>		
Cash and cash equivalents	\$ 65,725,397	\$ 51,837,400
Taxes receivable	2,234,100	2,049,864
Accounts receivable	2,284,539	2,170,869
Promissory note receivable - government business enterprise (note 2)	1,544,408	1,544,408
Due from government business enterprise (note 2)	1,887,237	1,911,729
Accounts receivable - long term (note 3)	1,006,402	678,483
Investment - government business enterprise (note 4)	12,103,362	11,544,362
Investment - portfolio	1,575,381	1,446,338
	<b>\$ 88,360,826</b>	<b>\$ 73,183,453</b>
<b>Liabilities</b>		
Accounts payable and accrued liabilities	\$ 4,981,382	\$ 4,107,082
Other current liabilities	3,504,275	2,958,965
Deferred revenue (note 5)	9,448,944	8,061,900
Employee future benefits payable (note 6)	11,991,193	11,456,484
Landfill post-closure liability (note 7)	619,935	615,950
Municipal debt (note 8)	13,023,592	13,603,983
	<b>43,569,321</b>	<b>40,804,364</b>
Net financial assets	<b>44,791,505</b>	<b>32,379,089</b>
<b>Non-financial assets</b>		
Tangible capital assets (schedule 1)	236,052,026	235,783,577
Inventories of supplies	138,845	163,935
Prepaid expenses	84,786	26,380
	<b>236,275,657</b>	<b>235,973,892</b>
Contingent liabilities (note 10)		
Contractual obligations (note 11)		
Accumulated surplus (note 9)	<b>\$ 281,067,162</b>	<b>\$ 268,352,981</b>

See accompanying notes to consolidated financial statements.

Approved on behalf of Council:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Treasurer

# THE CORPORATION OF THE TOWN OF TECUMSEH

## Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2021, with comparative information for 2020

	2021 Budget (note 14)	2021 Actual	2020 Actual
<b>Revenues:</b>			
Property taxes	\$ 25,542,445	\$ 25,555,844	\$ 24,768,841
User charges	12,515,497	12,409,733	12,180,711
Capital contributions	1,471,100	3,877,397	2,022,000
Government transfers	1,933,444	4,809,590	1,376,124
Investment income	1,040,034	1,163,891	1,080,235
Penalties and interest on property taxes	380,000	400,884	188,239
Income from government business enterprise (note 4)	774,175	1,019,099	937,099
Loss on disposal of tangible capital assets	(21,199)	(101,624)	(454,119)
Other	6,500	72,527	7,670
	<b>43,641,996</b>	<b>49,207,341</b>	<b>42,106,800</b>
<b>Expenses:</b>			
General government	5,113,488	5,480,370	4,269,105
Protection to persons and property	6,388,802	6,275,760	6,365,346
Transportation	7,433,579	6,971,236	7,006,389
Environmental	11,467,145	11,277,426	11,337,571
Social and family	53,306	49,632	48,144
Recreational and cultural	5,664,692	4,937,873	4,609,862
Planning and development	2,071,583	1,500,863	1,926,121
	<b>38,192,595</b>	<b>36,493,160</b>	<b>35,562,538</b>
Annual surplus	5,449,401	12,714,181	6,544,262
Accumulated surplus, beginning of year	266,766,392	268,352,981	261,808,719
Accumulated surplus, end of year	\$ 272,215,793	\$ 281,067,162	\$ 268,352,981

See accompanying notes to consolidated financial statements.

# THE CORPORATION OF THE TOWN OF TECUMSEH

## Consolidated Statement of Changes in Net Financial Assets

Year ended December 31, 2021, with comparative information for 2020

	2021 Budget (note 14)	2021 Actual	2020 Actual
Annual surplus	\$ 5,449,401	\$ 12,714,181	\$ 6,544,262
Acquisition of tangible capital assets	(12,093,309)	(4,749,425)	(10,200,411)
Change in tangible capital assets WIP	(10,863,491)	(3,347,846)	345,015
Amortization of tangible capital assets	7,839,746	7,704,303	7,588,517
Loss on disposal of tangible capital assets	21,199	101,624	454,119
Proceeds from sale of tangible capital assets	-	22,895	110,433
	(15,095,855)	(268,449)	(1,702,327)
Net change in inventories of supplies	-	25,090	(4,907)
Net change in prepaid expense	-	(58,406)	(941)
	-	(33,316)	(5,848)
Change in net financial assets	(9,646,454)	12,412,416	4,836,087
Net financial assets, beginning of year	32,379,089	32,379,089	27,543,002
Net financial assets, end of year	\$ 22,732,635	\$ 44,791,505	\$ 32,379,089

See accompanying notes to consolidated financial statements.

# THE CORPORATION OF THE TOWN OF TECUMSEH

## Consolidated Statement of Cash Flows

Year ended December 31, 2021, with comparative information for 2020

	2021	2020
Cash provided by (used in):		
Operations:		
Annual surplus	\$ 12,714,181	\$ 6,544,262
Items not involving cash:		
Amortization	7,704,303	7,588,517
Income from government business enterprise	(1,019,099)	(937,099)
Loss on disposal of tangible capital assets	101,624	454,119
Change in non-cash operating working capital:		
Financial assets	(273,414)	8,056
Liabilities	3,345,348	1,983,119
Non-financial assets	(33,316)	(5,848)
Cash provided from operating transactions	22,539,627	15,635,126
Capital:		
Acquisition of tangible capital assets	(4,749,425)	(10,200,411)
Change in tangible capital assets	(3,347,846)	345,015
Proceeds on sale of tangible capital assets	22,895	110,433
Cash used in capital transactions	(8,074,376)	(9,744,963)
Investing:		
Accounts receivable - long-term - new	(616,028)	(53,575)
Accounts receivable - long-term - repayment	288,109	287,994
Investment portfolio reinvestment	(129,043)	(46,339)
Dividends from government business enterprise	460,099	460,099
Cash used in investing activities	3,137	648,179
Financing:		
Proceeds from issuance of municipal debt	616,000	-
Municipal debt principal repayment	(1,196,391)	(1,415,442)
Cash used in financing activities	(580,391)	(1,415,442)
Change in cash and cash equivalents	13,887,997	5,122,900
Cash and cash equivalents, beginning of year	51,837,400	46,714,500
Cash and cash equivalents, end of year	\$ 65,725,397	\$ 51,837,400

See accompanying notes to consolidated financial statements.

# THE CORPORATION OF THE TOWN OF TECUMSEH

## Notes to Consolidated Financial Statements

Year ended December 31, 2021

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The Corporation of the Town of Tecumseh was formed on January 1, 1999, by the amalgamation of the former municipalities of the Village of St. Clair Beach, the Town of Tecumseh and the Township of Sandwich South.

### 1. Significant accounting policies:

The consolidated financial statements of The Corporation of the Town of Tecumseh (the "Municipality") are the responsibility of management. They have been prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants Canada. The Corporation of the Town of Tecumseh is a municipality in the Province of Ontario and operates under the provisions of the Community Charter. The Municipality provides municipal services such as fire, policing, roads, water, wastewater, planning, parks, recreation and other general government services.

The focus of PSAB consolidated financial statements is on the financial position of the Municipality and the changes thereto. The Consolidated Statement of Financial Position includes all the assets and liabilities of the Municipality. Financial assets are those which provide resources to discharge existing liabilities or finance future operations. Municipal position represents the financial position and is the difference between assets and liabilities. This provides information about the Municipality's overall future revenue requirements and its ability to finance activities and meet its obligations.

#### (a) Basis of consolidation:

##### (i) Consolidated entities:

The consolidated financial statement reflect the financial assets, liabilities, revenue and expenses of all municipal organizations, committees and Boards which are owned or controlled by the Municipality. The following entities have been consolidated:

Tecumseh Business Improvement Area Board  
Tecumseh Police Services Board

All inter-entity transactions and balances have been eliminated.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

---

## 1. Significant accounting policies (continued):

### (a) Basis of consolidation (continued):

#### (ii) Non-consolidated entity:

The investment in Essex Power Corporation ("EPC") is accounted for using the modified equity basis of accounting. Under this method, the government business enterprise's accounting policies, which follow International Financial Reporting Standards ("IFRS"), are not adjusted to conform with Public Sector Accounting Standards. Inter-entity transactions and balances are not eliminated.

The Municipality recognizes its equity interest in the annual income or loss of EPC in its Consolidated Statement of Operations with a corresponding increase or decrease in its' investment account. Any dividends that the Municipality receives from EPC are reflected as reductions in the investment account.

#### (iii) Accounting for County of Essex and School Board transactions:

Taxation and other revenues with respect to the operations of the County of Essex (the "County") and School Boards are not reflected in the Consolidated Statement of Operations. In addition, the revenues, expenses, assets and liabilities with respect to the operations of the County and School Boards are not reflected in these consolidated financial statements except to the extent that any amounts due to or from are reported on the Consolidated Statement of Financial Position in "accounts receivable" or "accounts payable".

#### (iv) Trust funds:

Trust funds and their related operations that are administered by the Municipality are not consolidated.

#### (v) Municipal debt:

The charges for municipal debt assumed by non-consolidated entities or by individuals, in the case of tile drainage and shoreline property assistance loans, are not reflected in these consolidated financial statements.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

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## 1. Significant accounting policies (continued):

### (b) Basis of accounting:

#### (i) Accrual basis of accounting:

Revenues and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues, as they become available and measurable; expenses 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.

#### (ii) Cash and cash equivalents:

Management considers all highly liquid investments with maturity of three months or less at acquisition to be cash equivalents.

#### (iii) Portfolio investments:

Portfolio investments are recorded at cost unless there has been a decline in the market value which is other than temporary in nature in which case the investments are written down to market value.

#### (iv) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They generally have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

#### (v) Accounts receivable – long term:

Interest is recognized as income in the year that it is earned.



# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 1. Significant accounting policies (continued):

### (b) Basis of accounting (continued):

#### (vi) Tangible capital assets:

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed tangible capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing once the asset is available for productive use as follows:

Asset	Rate
Land improvements	20 – 50 years
Buildings	20 – 50 years
Leasehold improvements	15 – 50 years
Equipment / vehicles	3 – 40 years
Computer	4 – 12 years
Furniture and fixtures	10 years
Linear assets – roads	20 – 50 years
Linear assets – water	20 – 80 years
Linear assets – wastewater	65 years
Linear assets – stormwater	65 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use at which time they are capitalized.

The Municipality has a capitalization threshold of \$5,000 to \$10,000, so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have greater than \$100,000 value, or for operational reasons. Examples of pools are desktop computer systems, furniture and fixtures, sidewalks and water meters.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

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## 1. Significant accounting policies (continued):

### (b) Basis of accounting (continued):

#### (vii) Contribution of tangible capital assets:

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

#### (viii) Leased assets:

Leases entered into that transfer substantially all the benefits and risks associated with ownership are recorded as the acquisition of a tangible capital asset and the incurrence of an obligation. The asset is amortized in a manner consistent with tangible capital assets owned by the Municipality, and the obligation, including interest thereon, is liquidated over the term of the lease. All other leases are accounted for as operating leases, and the rental costs are expensed as incurred.

#### (ix) Inventories:

Inventories held for consumption are recorded at the lower of cost and replacement cost.

#### (x) Taxation and related revenue:

Taxes are recognized as revenue in the year they are levied. Property tax billings are prepared by the Municipality based on assessment rolls issued by the Municipal Property Assessment Corporation ("MPAC"). Tax rates are established annually by Municipal Council, incorporating amounts to be raised for local services, the requisition made by the County in respect of County services and amounts the Municipality is required to collect on behalf of the Province of Ontario in respect of education taxes. A normal part of the assessment process is the issuance of supplementary assessment rolls, which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the Municipality determines the taxes applicable and renders supplementary tax billings. Taxation revenue is recorded at the time tax billings are issued. Assessments and the related property taxes are subject to appeal and write off for physical changes to the property. Tax adjustments as a result of appeals are recorded when the results of the appeal process are known.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

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## 1. Significant accounting policies (continued):

### (b) Basis of accounting (continued):

#### (x) Taxation and related revenue (continued):

The Municipality is entitled to collect interest and penalties on overdue taxes. This revenue is recorded in the period the interest and penalties are levied.

Government transfers without eligibility criteria or stipulations are recognized as revenue when the transfer is authorized. Government transfers with eligibility criteria but without stipulations are recognized as revenue when the transfer is authorized and all eligibility criteria have been met. Government transfers with or without eligibility criteria but with stipulations are recognized as revenue in the period the transfer is authorized, except when and to the extent that the transfer gives rise to an obligation that meets the definition of a liability.

Sanitary sewer and water operations are funded by various revenues including frontage, connection and usage charges. Charges for sewer and water usage are recorded as user fees. Connection fee revenues are recognized when the connection has been established.

#### (xi) Deferred revenue:

Funds received for specific purposes which are externally restricted by legislation, regulation or agreement and are not available for general municipal purposes are accounted for as deferred revenue on the Consolidated Statement of Financial Position. Government transfers of gas taxes, development charges collected under the Development Charges Act, 1997 and parkland contributions collected under the Planning Act are reported as deferred revenue in the Consolidated Statement of Financial Position. The revenue is recognized in the Consolidated Statement of Operations in the year in which it is used for the specified purpose.

#### (xii) Retirement benefits and other employee benefit plans:

The Municipality accounts for its participation in the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer public sector pension fund, as a defined contribution plan. The OMERS plan specifies the retirement benefits to be received by employees based on length of service and pay rates.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

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## 1. Significant accounting policies (continued):

### (b) Basis of accounting (continued):

#### (xii) Retirement benefits and other employee benefit plans (continued):

Employee benefits include vacation entitlement, sick leave benefits and certain post-employment benefits. Vacation entitlements are accrued as entitlements are earned. Sick leave benefits and other post-employment benefits that accumulate over the period of service provided by employees are subject to actuarial valuations and are accrued in accordance with the projected benefit method, prorated on service and management's best estimate of salary escalation and retirement ages of employees, inflation rates, investment returns, wage and salary escalation, insurance and health care cost trends, employee turnover and discount rates. Actuarial gains and losses are amortized on a straight-line basis over the expected average remaining service life of the employee group.

#### (xiii) Use of estimates:

The preparation of consolidated financial statements in accordance 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 revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include valuation allowances for receivables, certain accrued liabilities and obligations related to employee future benefits and the landfill post closure liability, the carrying value of tangible capital assets and the evaluation of contingencies. Actual results could differ from management's best estimates as additional information becomes available in the future.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 2. Government business enterprise:

	2021	2020
Note receivable from EPC (note 4), Long-term interest rate of 3.80%, repayable up to 20% of the original balance of \$1,544,408 in each year. The Municipality can request payment in full upon a years notice subject to EPC's ability to make such payment. Term is from January 1, 2018 to December 31, 2022. The Municipality can defer any payment to a subsequent year.	\$ 1,544,408	\$ 1,544,408
Amount due from EPC relates to water and sewer billings collected by EPC on behalf of the Municipality under an ongoing agreement.	1,887,237	1,911,729

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 3. Accounts receivable – long term:

Accounts receivable – long term consists of the following:

	2021	2020
Debentures	\$ 874,773	\$ 458,094
Other	131,629	220,389
	<u>\$ 1,006,402</u>	<u>\$ 678,483</u>

### (a) Debentures:

These accounts receivable are owing from taxpayers and are related to amounts recoverable with regards to infrastructure work completed and paid for by the Municipality but for which the taxpayers are responsible. Due to the work performed being substantial and the related costs being significant, the Municipality provides taxpayers the option to pay when the work is completed or to provide payments over a term of five years. If the taxpayer could prove undue hardship, then the Municipality allows for a term of 10 years.

	2021	2020
Receivable over a five year term in annual instalments of \$57,510 at an interest rate of 2.51% and matured during the year	\$ -	\$ 56,101
Receivable over a five year term in annual instalments of \$43,013 at an interest rate of 3.04% and will mature in 2022	41,744	82,256
Receivable over a 10 year term in annual instalments of \$24,310 at an interest rate of 4.04% and will mature in 2022	23,366	45,825
Receivable over a five year term in annual instalments of \$22,077 at an interest rate of 3.67% and will mature in 2023	41,838	61,652
Receivable over a five year term in annual instalments of \$63,790 at an interest rate of 4.00% and will mature in 2023	120,314	177,023
Receivable over a 10 year term in annual instalments of \$5,349 at an interest rate of 4.53% and will mature in 2029	31,484	35,237

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 3. Accounts receivable – long term (continued):

### (a) Debentures (continued):

	2021	2020
Receivable over a five year term in annual instalments of \$114,739 at an interest rate of 2.21% and will mature in 2026	537,537	-
Receivable over a 10 year term in annual instalments of \$9,352 at an interest rate of 3.32% and will mature in 2031	78,491	-
	\$ 874,773	\$ 458,094

### (b) Other:

	2021	2020
Municipal Drain receivable over a five year term in annual Installments of \$16,245 at an interest rate of 2.95% and matured during the year	-	15,779
Sanitary Sewer receivable over a five year term in annual Installments of \$3,635 at an interest rate of 2.51% and matured during the year	-	3,546
Municipal Drain receivable over a five year term in annual Installments of \$14,381 at an interest rate of 3.45% and will mature in 2022	13,902	27,339
Municipal Drain receivable over a five year term in annual Installments of \$7,910 at an interest rate of 2.95% and will mature in 2022	7,683	15,147
Sanitary Sewer receivable over a five year term in annual Installments of \$6,565 at an interest rate of 3.95% and will mature in 2022	3,084	12,391
Municipal Drain receivable over a five year term in annual Installments of \$18,618 at an interest rate of 3.95% and will mature in 2023	24,789	39,820
Municipal Drain receivable over a five year term in annual Installments of \$1,376 at an interest rate of 4.00% and will mature in 2023	2,595	3,819

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# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 3. Accounts receivable – long term (continued):

(b) Other (continued):

	2021	2020
Municipal Drain receivable over a five year term in annual Installments of \$13,488 at an interest rate of 4.00% and will mature in 2024	36,142	48,961
Municipal Drain receivable over a five year term in annual Installments of \$11,598 at an interest rate of 2.70% and will mature in 2025	43,423	53,587
	\$ 131,629	\$ 220,389

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# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 4. Investment – Government Business Enterprise:

- (a) Pursuant to the Energy Competition Act, the Municipality incorporated companies created for the purposes of generating, distributing and retailing electricity. The corporations include the former Utilities of the Towns of Amherstburg, Lasalle, Leamington and Tecumseh.

The Corporation of the Town of Tecumseh holds a 26.44% interest in Essex Power Corporation.

- (b) Investment balance at December 31, is comprised of the following:

	2021	2020
2,678,177 Class A voting common shares – EPC	\$ 2,678,177	\$ 2,678,177
2,289,242 Class B non-voting common shares – EPC	2,289,242	2,289,242
373,943 special shares, Class A non-voting – EPC	373,943	373,943
Share of accumulated earnings 26.44%	6,762,000	6,203,000
	<u>\$ 12,103,362</u>	<u>\$ 11,544,362</u>

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 4. Investment – Government Business Enterprise (continued):

(c) Supplementary financial information for EPC:

	(in thousands of dollars)	
	2021	2020
Current assets	\$ 4,442	\$ 4,765
Accounts receivable	7,826	8,545
Unbilled revenue	5,711	6,270
Other current assets	1,794	1,481
Property, plant and equipment	76,379	73,472
Intangible assets	5,521	5,423
Right-of-use assets	1,950	2,026
Goodwill	1,623	1,623
Deferred assets	345	933
Note receivable	2,339	2,422
Regulatory balances	14,119	15,181
Total assets and regulatory balances	\$ 122,049	\$ 122,141
Current liabilities	\$ 21,752	\$ 23,560
Long-term liabilities	36,980	36,628
Post-employment benefits	3,162	3,327
Deferred revenue	7,181	6,165
Deferred tax liabilities	4,793	5,289
Other non-current liabilities	1,526	1,435
Total liabilities	75,394	76,404
Share capital	19,667	19,667
Retained earnings	19,906	17,764
Net assets attributable to external Limited Partners	2,162	2,322
Accumulated other comprehensive income	1,752	1,617
Total equity	43,487	41,370
Regulatory balances	3,168	4,367
Total liabilities, equity and regulatory balances	\$ 122,049	\$ 122,141
Total revenues	\$ 96,050	\$ 102,543
Total expenses	(90,773)	(99,771)
Finance income (costs)	(1,244)	(1,212)
Income tax expense (recovery)	(838)	(239)
Net movement in regulatory balances, net of tax	137	1,424
Other comprehensive income	135	247
Total comprehensive income for the year	\$ 3,467	\$ 2,992
26.44% share of comprehensive income	\$ 917	\$ 791
26.44% share of Green Share Dividend	(16)	(16)
26.44% share of regulatory adjustments	119	162
Income from government business enterprise	\$ 1,020	\$ 937

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 5. Deferred revenue:

	2021 Opening balance	Contributions received	Externally restricted investments income	Revenue recognized	2021 Ending balance
Development charges	\$1,090,938	\$ 3,002,844	\$ 14,973	\$(2,233,266)	\$1,875,489
Gas tax	3,243,382	2,311,893	70,356	-	5,625,631
Parkland development fees	691,659	4,500	9,493	-	705,652
Storm Sewer	3,035,921	1,175,703	60,548	(3,030,000)	1,242,172
	\$8,061,900	\$ 6,494,940	\$ 155,370	\$(5,263,266)	\$9,448,944

## 6. Employee future benefits payable:

Employee future benefits payable consists of the following:

	2021	2020
Sick leave benefit plan (note 6 (b))	\$ 345,619	\$ 351,742
Health and dental (note 6 (c))	11,645,574	11,104,742
	\$ 11,991,193	\$ 11,456,484

### (a) Pension:

Certain employees of the Municipality are eligible to be members of the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer pension plan. The plan provides defined pension benefits to employees based on their length of credited service and rates of pay. However, as OMERS does not segregate its pension assets and liabilities information by individual employer, there is not sufficient information to enable the Municipality to account for the plan as a defined benefit plan. At December 31, 2021, the OMERS plan is in a deficit position. Contributions rates for 2021 were 9.0% (2020 - 9.0%) for employee earnings below the year's maximum pensionable earnings and 14.6% (2020 - 14.6%) thereafter. During the year ended December 31, 2021, the Municipality contributed \$690,834 (2020 - \$696,281) to the plan. These contributions are the Municipality's pension benefit expense. No pension liability for this type of plan is included in the Municipality's Consolidated Statement of Financial Position.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 6. Employee future benefits payable (continued):

### (b) Sick leave benefit plan:

The Municipality provides paid sick leave that can be carried forward up to a maximum of 65 days and employees may become entitled to a cash payment of one-half of the sick bank balance when they leave the Municipality's employment. The benefit costs and liabilities recorded in 2021 are based on an actuarial valuation prepared by an independent firm. The most recent actuarial valuation was performed as at December 31, 2021. Information about the Municipality's sick leave benefit plan is as follows:

	2021	2020
Accrued benefit liability, January 1	\$ 351,742	\$ 352,358
Expense for the year:		
Current service cost	36,149	34,009
Interest	7,275	9,989
Amortization of actuarial losses (gains)	(1,284)	(1,793)
Benefits paid for the year	(48,263)	(42,821)
Accrued benefit liability, December 31	345,619	351,742
Unamortized actuarial gains	17,704	16
Obligation, December 31	\$ 363,323	\$ 351,758

The main actuarial assumptions employed for the valuations are as follows:

	2021	2020
Discount rate	2.60%	2.00%
Rate of compensation increase	3.00%	3.00%

A sick leave reserve has been established in the amount of \$303,503 (2020 - \$269,366).

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 6. Employee future benefits payable (continued):

### (c) Health and dental:

The Municipality pays certain benefits on behalf of its retired employees.

The Municipality provides life insurance, dental and health care benefits to certain employee groups after retirement until the members reach 65 years of age. In addition, the Municipality provides dental and health care benefits beyond age 65 until death for the union employees hired prior to March 31, 2010 and for management employees hired prior to January 9, 2007. The benefit costs and liabilities related to this plan are based on an actuarial valuation prepared by an independent firm. The date of the last actuarial valuation was as of December 31, 2021.

Information about the Municipality's health and dental plan is as follows:

	2021	2020
Accrued benefit liability, January 1	\$ 11,104,742	\$ 10,721,864
Expense for the year:		
Current service cost	255,733	221,022
Interest	308,847	324,536
Amortization of actuarial losses (gains)	108,738	(34,356)
Benefits paid for the year	(132,486)	(128,315)
Accrued benefit liability, December 31	11,645,574	11,104,742
Unamortized actuarial losses (gains)	(3,222,989)	584,626
Obligation, December 31	\$ 8,422,585	\$ 11,689,368

The main actuarial assumptions employed for the valuations are as follows:

	2021	2020
Discount rate	3.00%	2.60%
Rate of compensation increase:		
Dental	4.50%	4.50%
Health care:		
initial	6.50%	6.50%
ultimate reached in 2022	4.50%	4.50%

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 7. Landfill post-closure liability:

Landfill #3 was closed in 1997 and requires care consisting of hauling and treating leachate for an indefinite period of time. Landfill #3 is the joint responsibility of the Municipality, the Town of Lakeshore and the City of Windsor. The site is administered by the Essex Windsor Solid Waste Authority.

	2021	2020
Landfill post-closure liability, January 1	\$ 615,950	\$ 611,791
Expense for the year:		
Interest	25,083	25,691
Amortization of actuarial losses	6,632	4,149
Amounts paid for the year	(27,730)	(25,681)
Landfill post-closure liability, December 31	619,935	615,950
Unamortized actuarial losses	240,372	326,929
Obligation, December 31	\$ 860,307	\$ 942,879

The main actuarial assumptions employed for the valuations are as follows:

	2021	2020
Discount rate	3.00%	2.70%
Annual growth rate	2.50%	2.50%

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 8. Municipal debt:

- (a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2021	2020
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$348,228 including interest at 3.78%, due 2036	\$ 7,918,338	\$ 8,304,500
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$106,736 including interest at 4.71%, due 2025	770,065	941,199
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$75,229 including interest at 4.76%, due 2026	662,510	777,318
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$68,111 including interest at 4.95%, due 2027	699,727	797,662
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$61,485 including interest at 5.62%, due 2028	703,624	783,662
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$31,583 including interest at 4.77%, due 2029	416,031	457,850
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$26,241 including interest at 4.40%, due 2030	386,581	420,918
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$20,666 including interest at 3.59%, due 2031	344,702	372,898
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$28,680 including interest at 2.69%, due 2022	56,223	110,963
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$11,979 including interest at 3.41%, due 2032	218,221	234,324
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$28,020 including interest at 1.76% repaid during the year	-	55,308
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$20,941 including interest at 2.29%, due 2022	41,173	81,418

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 8. Municipal debt (continued):

- (a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following (continued):

	2021	2020
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$11,356 including interest at 2.79%, due 2022	22,245	43,883
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$2,651 including interest at 3.97% due 2033	50,219	53,430
Tile Drain Loans – repayable in annual installments including interest from 6% to 8%, due in various amounts repaid during the year	-	961
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$10,649 including interest at 2.62%, due 2023	31,127	51,213
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$14,530 including interest at 3.00%, due 2023	56,005	82,781
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$2,480 including interest at 3.28%, due 2028	30,801	34,656
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$55,932 including interest at 1.46%, due 2026	537,500	-
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$4,365 including interest at 2.07%, due 2031	78,500	-
	13,023,592	13,604,944
The Municipality is contingently liable for the tile drain loans listed above. The responsibility for payment of principal and interest charges has been assumed by individual landowners	-	(961)
Net municipal debt at the end of the year	\$ 13,023,592	\$ 13,603,983



# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 8. Municipal debt (continued):

(b) Principal due on municipal debt reported in (a) is summarized as follows:

	Recoverable from taxes	Recoverable from benefiting landowners	Total
2022	\$ 1,073,103	\$ 227,140	\$ 1,300,244
2023	1,061,969	156,261	1,218,230
2024	1,109,097	119,171	1,228,268
2025	1,158,360	121,041	1,279,400
2026	993,868	122,942	1,116,810
	5,396,397	746,555	6,142,952
2027 – 2031	5,642,584	50,796	5,693,380
Thereafter	1,187,260	-	1,187,260
	\$ 12,226,241	\$ 797,351	\$ 13,023,592

(c) The municipal debt in the name of the Municipality has received the approval of the Ontario Municipal Board or has been approved by the Council of the Municipality by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 9. Accumulated surplus:

(a) Accumulated surplus consists of individual fund surplus (deficit) as follows:

	2021	2020
Surplus:		
Invested in tangible capital assets	\$ 236,052,026	\$ 235,783,577
Inventories	138,845	163,935
To be used to offset user charges and taxation	1,359,417	1,742,698
To be financed by user charges and municipal debt	(3,371,916)	(3,367,620)
Equity in EPC	11,668,624	11,109,624
Amounts to be recovered:		
Benefitting landowners	874,774	458,094
Vacation pay liability	(539,000)	(439,200)
Employee benefits payable	(11,931,795)	(11,397,086)
Landfill post-closure liability	(619,935)	(615,950)
Accrued interest on net long term liabilities	(37,300)	(40,200)
Municipal debt	(13,023,592)	(13,603,983)
Reserves and reserve funds (note 9 (b))	60,497,014	48,559,092
<b>Total surplus</b>	<b>\$ 281,067,162</b>	<b>\$ 268,352,981</b>

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 9. Accumulated surplus (continued):

(b) Reserves and reserve funds consist of the following

	2021	2020
Reserves set aside for specific purposes by Council:		
Capital / lifecycle	\$ 33,787,852	\$ 28,030,918
Tax rate stabilization	3,364,518	3,318,806
Storm sewer	284,345	284,345
Working capital	216,300	216,300
Business improvement area	69,791	68,244
Sick and vacation leave	725,855	535,860
General	17,435	17,435
Fire Education Awareness	7,500	7,500
Community Improvement Plan	509,467	385,427
Total reserves	38,983,063	32,864,835
Reserve funds set aside for specific purposes by Council:		
Water capital	14,770,776	13,475,139
Sanitary sewers	4,782,836	393,033
Post-retirement benefits	1,960,339	1,826,085
Total reserve funds	21,513,951	15,694,257
<b>Total reserve and reserve funds</b>	<b>\$ 60,497,014</b>	<b>\$ 48,559,092</b>

## 10. Contingent liabilities:

During the normal course of operations, the Municipality is subject to various legal actions, including some which could be substantial. The settlement of the actions that can be reasonably estimated is not expected to have a material effect on the consolidated financial statements of the Municipality. Other legal actions may be at an early stage and therefore the likelihood and magnitude of impact cannot be reasonably determined.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 11. Contractual obligations:

- (a) The former municipalities entered into agreements with the City of Windsor ("Windsor") whereby Windsor provides sewage treatment services to the Municipality at its Little River plant. In exchange for treatment services, the Municipality is responsible to the City of Windsor for a portion of debt charges associated with the Little River plant. Currently, there are no debt charges outstanding.

The Consolidated Statement of Financial Position does not reflect any assets or liabilities related to the Little River plant as the Municipality does not and will not have any ownership interest in the plant.

Included in the Consolidated Statement of Operations, are the following charges from the City of Windsor:

	2021	2020
Sewage treatment	\$ 1,232,998	\$ 1,325,731

- (b) The Municipality has entered into various service agreements. The two largest relate to Waste Collection and The Solicitor General of Ontario ("Police Services"). The obligations under these contracts approximate \$0.6M and \$3.4M respectively in expenditures on an annual basis. The duration of these contracts is five years. The contract with Police Services can be terminated by either party with written notice of one year.

## 12. Trust funds:

The Municipality does not administer any trust funds and, as such, there are no trust funds included in these consolidated financial statements.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 13. Operations of School Boards and the County of Essex:

The taxation, other revenues and expenditures of the School Boards and the County of Essex are comprised of the following:

	2021	2020
Taxation and share of payments in lieu and rights of way:		
School Boards	\$ 8,955,432	\$ 10,689,460
County	16,587,504	16,429,288
	25,542,936	27,118,748
Requisitions	25,542,936	27,118,748
Over levy for the year	\$ -	\$ -

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 14. Budget:

- (a) The Financial Plan (Budget) By-Law adopted by Council on January 26, 2021 was not prepared on a basis consistent with that used to report actual results ("Canadian public sector accounting standards"). The budget was prepared on a modified accrual basis while Canadian public sector accounting standards now require a full accrual basis. The budget figures anticipated using surpluses accumulated in previous years to reduce current year expenditures in excess of current year revenues to \$nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. Subsequently Council approved a report from the Treasurer restating the Financial Plan (Budget) to conform with PSAB basis of accounting. As a result, the budget figures presented in the Consolidated Statements of Operations and change in net financial assets represent the Financial Plan adopted by Council on January 26, 2021 with adjustments as follows:

	2021	2020
Financial Plan (Budget By-Law surplus (deficit)) for the year	\$ (9,823,804)	\$(14,359,690)
Add:		
Share of government business enterprises surplus	748,000	748,000
Landfill post-closure expenditures	26,400	29,000
Loss on sale of tangible capital assets	(21,199)	(28,069)
Capital expenditures	22,956,400	70,979,375
	23,709,601	71,728,306
Less:		
Accrued interest expense	-	(3,600)
Dividend from government business enterprise	460,100	447,000
Employee future benefits expense	87,000	908,000
Landfill post-closure expense	26,000	31,000
Amortization	7,839,746	7,688,786
	8,412,846	9,071,186
Budget surplus	\$ 5,472,951	\$ 48,297,430

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 14. Budget:

- (b) The Business Improvement Area (BIA) is a Consolidated Entity which is not included in the Budget By-Law adopted by Council. These Consolidated Budget figures include the BIA budget approved by the BIA Board. Total overall budget surplus is \$5,449,401:

	2021
Town	\$ 5,472,951
BIA	(23,550)
Budget surplus per Consolidated Statement of Operations	\$ 5,449,401

## 15. Tangible capital assets:

The Consolidated Schedule of Tangible Capital Assets (Schedule 1) provides information on the tangible capital assets of the Town by major assets as well as accumulated amortization of the assets controlled. The reader should be aware of the following relating to tangible capital assets:

### (a) Contributed capital assets:

The Town records all tangible capital assets contributed by an external party at fair value on the earlier of the date received or of the transfer of risk and responsibility. Typical examples are roadways, water and sewer lines installed by a developer as part of a subdivision agreement. Transfers recorded amounted to \$nil (2020 - \$nil).

### (b) Tangible capital assets recognized at nominal value:

Certain assets have been assigned a nominal value of one Canadian Dollar, because of the difficulty of determining a tenable valuation. These assets generally consist of small parcels of land acquired over seventy years ago.

### (c) Works of art and historical treasures:

The town has been given and purchased a number of paintings and other pieces of artwork. Altogether, there are 35 pieces that were appraised at \$96,000 in 2005. These pieces are insured for \$100,000. These have not been capitalized.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 15. Tangible capital assets (continued):

### (d) Capitalization of interest:

The Town has a policy of not capitalizing borrowing costs incurred when financing the acquisition of a tangible capital asset.

	2021	2020
General:		
Land	\$ 22,623,758	\$ 22,623,758
Land improvements	5,826,185	6,202,209
Buildings	26,168,695	24,081,715
Leasehold improvements	660,757	731,148
Equipment and vehicles	6,228,735	6,588,539
Computer	404,204	361,073
Furniture and fixtures	224,647	87,002
Infrastructure:		
Roads	59,781,086	62,148,445
Underground and other networks	101,450,430	103,624,005
Assets under construction	12,683,529	9,335,683
	\$ 236,052,026	\$ 235,783,577



# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

## 16. Public Sector Salary Disclosure Act:

The Public Sector Salary Disclosure Act requires all municipalities to disclose which, if any, employees or officers received remuneration totaling more than \$100,000 during the year.

Position	Name	Salary paid	Taxable benefits
Chief Administrative Officer	M. Misek-Evans	\$ 200,391	\$ 2,168
Director Community and Recreation Services	P. Anthony	153,915	1,629
Director Development Services	B. Hillman	153,915	1,629
Director Public Works and Engineering Services	P. Bartnik	153,915	1,589
Director Legislative Services and Clerk	L. Moy	152,984	1,624
Director Financial Services and CFO	T. Kitsos	147,995	1,529
Director Technology and Client Services	S. Fuerth	135,592	1,438
Director Community Safety and Fire Chief	W. Bondy	130,592	1,404
Manager Public Works and Transportation	K. McArdle	128,172	1,354
Manager Planning Services and Local Economic Development	C. Jeffery	128,172	1,354
Manager Engineering Services	J. Henderson	121,885	1,339
Manager Water Services and Volunteer Firefighter	B. Dupuis	121,844	1,224
Manager Building Services and CBO	M. Voegeli	117,478	1,248
Deputy Treasurer and Manager Revenue Services	Z. Visekruna	113,563	1,218
Manager Parks and Horticulture	K. Colthurst	107,679	1,159
Manager Recreation Special Projects	K. Rice	105,281	-
Deputy Fire Chief Operations	K. Kavanagh	101,943	1,104
Deputy Clerk and Manager Legislative Services	J. Alexander	101,371	1,102
Senior Manager Recreation Services	B. Palmer	100,084	1,065

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

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## 17. Segmented information:

The Town of Tecumseh is a diversified local municipal government that provides a wide range of services to its citizens, including police, fire, water, wastewater and parks and recreation. For management reporting purposes the Government's operations and activities are organized and reported by Fund. Funds were created for the purpose of recording specific activities to attain certain objectives in accordance with special regulations, restrictions or limitations. Town services are provided by departments and their activities are reported in these funds. Certain departments that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

### (a) General government:

General government consists of three categories: governance, corporate management and program support. It includes offices of Council, Chief Administrative Officer, Information Technology, Financial and Clerk Services.

### (b) Protection to persons and property:

Protection is comprised of Fire, Police, Conservation Authority and Protective Inspection and Control. Police Services ensures the safety of the lives and property of citizens; preserves peace and good order; prevents crimes from occurring; detects offenders; and enforces the law. Conservation Authority includes the Town's share of the Essex Region Conservation Authority. Fire Services is responsible to provide fire suppression services; fire prevention programs; training and education. Protective Inspection and Control ensures an acceptable quality of building construction and maintenance of properties through enforcement of construction codes, building standards and by-laws.

### (c) Transportation:

The Public Works department is responsible for the delivery of municipal public works services to the planning, development and maintenance of roadway systems, snow clearing and removal and street lighting.

### (d) Environmental:

Includes water, wastewater as well as garbage collection and disposal. The department provides drinking water to the citizens of Tecumseh, is responsible for collecting wastewater, and providing collection and disposal of waste. Recycling is provided at the County level.

# THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2021

---

## 17. Segmented information (continued):

### (e) Social and Family:

This consists of the Town's share of the Golden Age Club operations.

### (f) Recreational and cultural:

The department provides public services that responds to citizens' leisure and cultural requirements. Facilities include a wide variety of parks plus a twin pad arena, pool and various community facilities.

### (g) Business Improvement Area (BIA):

The BIA, a geographic area of the municipality, has a board of management which is an organization set up to provide business promotion and improvement functions. A BIA allows local business people and property owners to join together and with the support of the municipality, organize, finance and carry out physical improvement and promote economic development in their district. The local municipality is the body responsible for approving the budget of the BIA.

### (h) Planning and development:

The Planning and Development department facilitates the orderly growth of the Town through approval to all land development plans in accordance with the Official Plan.

For each reported segment, revenues and expense represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. The General Revenue Fund reports on municipal services that are funded primarily by taxation such as property and business tax revenues. Taxation and payments-in-lieu of taxes are apportioned to General Revenue Fund services based on the Fund's net surplus. Certain government transfers, transfer from other funds, and other revenues have been apportioned based on a percentage of budgeted expenses. The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in note 1. For additional information see the Consolidated Schedule of Segmented Disclosure (Schedule 2).

# THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Tangible Capital Assets

Schedule 1

Year ended December 31, 2021

2021	General							Infrastructure			Totals	
	Land	Land improvements	Buildings	Leasehold improvements	Equipment / vehicles	Computer	Furniture and fixtures	Linear assets - Roads	Linear assets - Water, wastewater and storm	Assets under construction	2021	2020
Cost:												
Balance, beginning of year	\$ 22,623,758	11,344,928	40,199,859	1,518,005	14,346,326	1,345,635	221,647	122,200,289	157,741,941	9,335,683	\$ 380,878,071	\$ 373,122,320
Add: Additions during the year	-	115,393	3,352,460	-	647,352	143,944	167,128	122,104	201,044	6,517,741	11,267,166	16,253,312
Less: Disposals during the year	-	6,800	228,483	-	421,323	113,436	20,759	51,124	41,218	-	883,143	2,099,645
Other	-	-	-	-	-	-	-	-	-	(3,169,895)	(3,169,895)	(6,397,916)
Balance, end of year	22,623,758	11,453,521	43,323,836	1,518,005	14,572,355	1,376,143	368,016	122,271,269	157,901,767	12,683,529	388,092,199	380,878,071
Accumulated amortization:												
Balance, beginning of year	-	5,142,719	16,118,144	786,857	7,757,787	984,562	134,645	60,051,844	54,117,936	-	145,094,494	139,041,070
Add: amortization	-	491,418	1,144,979	70,391	1,003,137	100,814	29,483	2,489,463	2,374,618	-	7,704,303	7,588,517
Less: accumulated amortization on disposals	-	6,800	107,982	-	417,305	113,436	20,759	51,124	41,218	-	758,624	1,535,093
Other	-	-	-	-	-	-	-	-	-	-	-	-
Balance, end of year	-	5,627,337	17,155,141	857,248	8,343,619	971,940	143,369	62,490,183	56,451,336	-	152,040,173	145,094,494
Net book value of tangible capital assets	\$ 22,623,758	\$ 5,826,184	\$ 26,168,695	\$ 660,757	\$ 6,228,736	\$ 404,203	\$ 224,647	\$ 59,781,086	\$ 101,450,431	\$ 12,683,529	\$ 236,052,026	\$ 235,783,577

# THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Tangible Capital Assets

Schedule 1

Year ended December 31, 2021

	General							Infrastructure			Totals	
	Land	Land improvements	Buildings	Leasehold improvements	Equipment / vehicles	Computer	Furniture and fixtures	Linear assets - Roads	Linear assets - Water, wastewater and storm	Assets under construction	2020	2019
2020												
Cost:												
Balance, beginning of year	\$ 22,623,758	11,135,025	40,246,118	1,485,399	13,682,452	1,346,494	241,969	119,574,688	153,105,719	9,680,698	\$ 373,122,320	\$ 359,023,123
Add: Additions during the year	-	365,984	78,551	44,506	1,016,254	78,739	-	3,687,138	4,929,239	6,052,901	16,253,312	19,982,083
Less: Disposals during the year	-	142,241	124,810	11,900	366,220	79,598	20,322	1,061,537	293,017	-	2,099,645	1,394,686
Other	-	(13,840)	-	-	13,840	-	-	-	-	(6,397,916)	(6,397,916)	(4,488,200)
Balance, end of year	22,623,758	11,344,928	40,199,859	1,518,005	14,346,326	1,345,635	221,647	122,200,289	157,741,941	9,335,683	380,878,071	373,122,320
Accumulated amortization:												
Balance, beginning of year	-	4,719,500	15,116,298	726,312	7,103,338	958,648	131,786	58,326,021	51,959,167	-	139,041,070	132,815,870
Add: amortization	-	483,437	1,105,828	70,287	1,006,854	105,512	23,181	2,458,503	2,334,915	-	7,588,517	7,384,205
Less: accumulated amortization on disposals	-	56,896	103,982	9,742	355,727	79,598	20,322	732,680	176,146	-	1,535,093	1,159,005
Other	-	(3,322)	-	-	3,322	-	-	-	-	-	-	-
Balance, end of year	-	5,142,719	16,118,144	786,857	7,757,787	984,562	134,645	60,051,844	54,117,936	-	145,094,494	139,041,070
Net book value of tangible capital assets	\$ 22,623,758	\$ 6,202,209	24,081,715	\$ 731,148	\$ 6,588,539	\$ 361,073	\$ 87,002	62,148,445	103,624,005	9,335,683	\$ 235,783,577	\$ 234,081,250

# THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Segment Disclosure

Schedule 2

Year ended December 31, 2021

2021	General government	Protection to persons and property	Transportation	Environmental	Social and family services	Recreation and culture	BIA	Planning and development	Totals
<b>Revenues:</b>									
Property taxes	\$ 4,256,255	5,396,299	5,633,964	5,884,315	17,528	3,420,766	131,860	814,857	\$ 25,555,844
Government transfers	400,881	193,901	526,109	1,148,691	26,962	445,130	250	2,067,666	4,809,590
User charges	206,119	999,809	168,812	10,028,387	1,765	884,275	-	120,566	12,409,733
Capital contributions	-	-	360,593	2,536,406	-	584,163	-	396,235	3,877,397
Investment income	241,024	286,073	120,057	286,499	2,020	179,661	1,695	46,862	1,163,891
Penalties and interest on property taxes	97,796	118,639	49,789	39,880	838	74,508	-	19,434	400,884
Income from government business enterprise	248,610	301,596	126,571	101,380	2,129	189,409	-	49,404	1,019,099
Gain (loss) on disposal of tangible capital assets	-	(11,921)	(24,572)	(10,658)	-	(54,473)	-	-	(101,624)
Other	20	2,000	-	-	-	59,200	-	11,307	72,527
	5,450,705	7,286,396	6,961,323	20,014,900	51,242	5,782,639	133,805	3,526,331	49,207,341
<b>Expenses:</b>									
Wages and benefits	3,495,802	1,734,322	1,421,459	1,718,645	-	2,235,453	42,948	647,977	11,296,606
Interest on municipal debt	-	-	220,282	10,461	-	309,095	-	-	539,838
Office supplies and equipment maintenance	417,956	9,966	4,195	5,599	-	6,013	22,614	1,461	467,804
Memberships	21,026	7,488	14,928	5,002	-	6,109	239	4,280	59,072
Conventions and training	20,690	17,211	1,832	10,596	-	6,523	-	3,312	60,164
Maintenance materials and supplies	32,882	100,843	407,216	233,344	990	301,297	-	-	1,076,572
Purchases for resale	5,558	-	-	1,374,445	-	-	-	-	1,380,003
Maintenance	15,550	81,769	305,129	394,279	7,197	185,061	-	-	988,985
Contract services	319,987	3,876,511	1,400,758	3,320,786	-	96,604	-	232,195	9,246,841
Professional	302,796	13,390	58,259	603,109	-	68,252	7,616	354,902	1,408,324
Vehicle and equipment leases	2,580	-	-	-	-	270	-	-	2,850
Utilities	57,208	42,434	201,904	188,223	4,895	304,140	-	-	798,804
Insurance	97,906	45,420	65,848	126,130	4,798	86,426	-	4,896	431,424
Grants and donations	4,709	-	-	35,744	21,000	-	-	75,960	137,413
Amortization	192,313	317,945	2,831,783	3,134,096	10,706	1,211,660	-	5,800	7,704,303
Other	387,990	26,101	37,642	118,841	46	109,305	58,841	37,823	776,589
Financial	25,716	33,558	13,093	8,612	220	31,258	-	5,111	117,568
	5,400,669	6,306,958	6,984,328	11,287,912	49,852	4,957,466	132,258	1,373,717	36,493,160
Annual surplus (deficit)	\$ 50,036	\$ 979,438	\$ (23,005)	\$ 8,726,988	\$ 1,390	\$ 825,173	\$ 1,547	\$ 2,152,614	\$ 12,714,181

# THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Segment Disclosure

Schedule 2

Year ended December 31, 2021

2020	General government	Protection to persons and property	Transportation	Environmental	Social and family services	Recreation and culture	BIA	Planning and development	Totals
<b>Revenues:</b>									
Property taxes	\$ 3,816,671	5,557,723	5,571,774	5,630,991	17,564	3,279,195	131,522	763,401	\$ 24,768,841
Government transfers	351,970	111,502	227,077	236,668	27,042	268,148	457	153,260	1,376,124
User charges	172,319	948,557	206,126	9,982,192	1,489	794,312	-	75,716	12,180,711
Capital contributions	-	-	612,067	646,975	-	377,032	-	385,925	2,022,000
Investment income	214,947	259,975	108,689	282,448	1,732	169,759	2,048	40,637	1,080,235
Penalties and interest on property taxes	43,476	56,408	23,583	18,746	376	36,833	-	8,817	188,239
Income from government business enterprise	216,433	280,812	117,401	93,323	1,871	183,365	-	43,894	937,099
Gain (loss) on disposal of tangible capital assets	-	7,722	(328,856)	(116,873)	-	(16,112)	-	-	(454,119)
Other	-	-	-	-	-	7,670	-	-	7,670
	4,815,816	7,222,699	6,537,861	16,774,470	50,074	5,100,202	134,027	1,471,650	42,106,800
<b>Expenses:</b>									
Wages and benefits	3,178,563	1,682,414	1,327,006	1,536,512	-	2,031,709	53,155	650,280	10,459,639
Interest on municipal debt	-	-	247,464	21,755	-	323,288	-	-	592,507
Office supplies and equipment maintenance	304,263	24,048	9,542	22,982	-	16,012	27,072	2,858	406,777
Memberships	20,258	4,140	15,484	1,754	-	4,679	229	4,021	50,565
Conventions and training	16,951	16,170	7,958	8,622	-	4,236	-	1,070	55,007
Maintenance materials and supplies	20,996	87,486	276,624	254,422	494	266,669	-	1,460	908,151
Purchases for resale	5,668	-	-	1,418,639	-	11,188	-	-	1,435,495
Maintenance	10,051	142,943	282,232	383,776	6,404	189,959	-	-	1,015,365
Contract services	26,946	3,944,120	1,632,353	3,533,386	-	138,643	-	675,123	9,950,571
Professional	255,607	17,211	79,857	522,753	-	2,457	11,296	398,914	1,288,095
Vehicle and equipment leases	2,473	-	-	-	-	450	-	-	2,923
Utilities	25,437	45,980	210,156	186,333	4,645	268,059	-	2,568	743,178
Insurance	77,214	39,839	58,288	115,334	4,329	74,544	-	4,351	373,899
Grants and donations	4,338	-	-	28,176	21,000	-	-	12,291	65,805
Amortization	147,620	324,378	2,819,287	3,089,970	11,272	1,190,689	-	5,301	7,588,517
Other	117,704	36,614	40,138	202,176	-	81,143	54,067	22,066	553,908
Financial	12,707	16,489	6,892	16,459	110	16,902	-	2,577	72,136
	4,226,796	6,381,832	7,013,281	11,343,049	48,254	4,620,627	145,819	1,782,880	35,562,538
<b>Annual surplus (deficit)</b>	<b>\$ 589,020</b>	<b>\$ 840,867</b>	<b>\$ (475,420)</b>	<b>\$ 5,431,421</b>	<b>\$ 1,820</b>	<b>\$ 479,575</b>	<b>\$ (11,792)</b>	<b>\$ (311,230)</b>	<b>\$ 6,544,262</b>

# Tecumseh Police Services Board

## 2023 Proposed Budget

December 13, 2022



Presented by  
Margaret Misek-Evans,  
CAO & Secretary, Tecumseh Police Services Board



# Environmental Scan – Policing in Ontario

## ■ New Policing Legislation

- *Police Services Act, 1990* (PSA) remains in effect for now
- *Community Safety and Policing Act, 2019* (CSPA, 2019) received Royal Assent on March 26, 2019 – regulations are still under development
- Main changes that will affect local policing under *CSPA, 2019*:
  - Detachment Boards (transition expected in 2023)
  - Community Safety and Well-Being Plans
  - Changes to what constitutes police service
  - No more OPP police service contracts



# Tecumseh Police Services Board

- Section 10 Board as required by the *Police Services Act*
- Board is responsible for the provision of 'adequate & effective police services' in the Town
- Current 5 member board:

Mayor - Mayor Gary McNamara

1 Member of Council - TBD

1 Community Member  
(Council appointed) - TBD

2 Members appointed  
by Province - Paul Sweet  
- Marc Gomes



# 2023 Budget Drivers

- 3-year contract expires at end of 2023 or earlier when *CSPA, 2019* comes into force;
- Estimated OPP wage adjustment has been included
  - OPPA Collective Agreement expires on December 31, 2022
- Maintain current service levels
- Impact of COVID-19 pandemic (board budget only)
- Impact of transition to OPP Detachment Board unknown at this time
- CPI is 6.9% (September)



# Contract Services

- OPP contract is for 3-year term (2021-2023); contract eliminated if CSPA, 2019 comes into force sooner
- Cost allocation in contract is comprised of:
  1. Base Service (50.5%)
  2. Calls for Service (49.5%)
- OPP Wage (CBA)
  - Includes estimated 1% salary increase
- Billing reconciliation for 2023 in 2025



# Comparative Policing Costs – 2021

[lowest to highest by per capita cost]

Rank	Police Service	Per Capita Cost	Per Household Cost	% of Total Expenses*
1	Kingsville (OPP)	\$158	\$382	11.4%
2	Essex (OPP)	\$158	\$391	9.7%
3	Tecumseh (OPP)	\$161	\$419	10.2%
4	Lakeshore (OPP) – 2020	\$178	\$371	11.5%
5	Leamington (OPP)	\$224	\$593	10.3%
6	Amherstburg (municipal) - 2020	\$282	\$567	13.6%
7	LaSalle (municipal)	\$298	\$781	15.3%
8	Chatham-Kent (municipal)	\$318	\$680	9.2%
9	Windsor (municipal)	\$454	\$1,042	12.8%

Source: MIDAS (Municipal Information & Data Analysis System)

\* Includes all operating and capital expenses



# Crime Severity Index – 2021

Rank	Police Service	2021 Crime Rate per 100K population	2020 Crime Rate per 100K population
1	LaSalle (municipal)	20.69	19.68
2	Lakeshore (OPP)	21.78	27.78
3	Essex (OPP)	22.80	28.28
4	Tecumseh (OPP)	28.64	30.97
5	Kingsville (OPP)	28.99	33.41
6	Leamington (OPP)	65.40	74.96
7	Chatham-Kent (municipal)	77.33	78.84
8	Windsor (municipal)	94.88	87.70

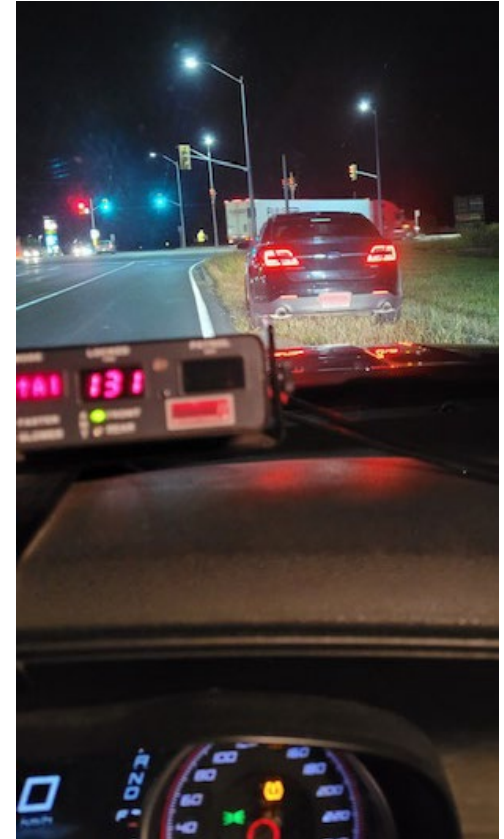
Source: Statistics Canada

Note: Data for Amherstburg not available after 2018 (28.1 in 2018)



# 2023 Police Service & Related Initiatives

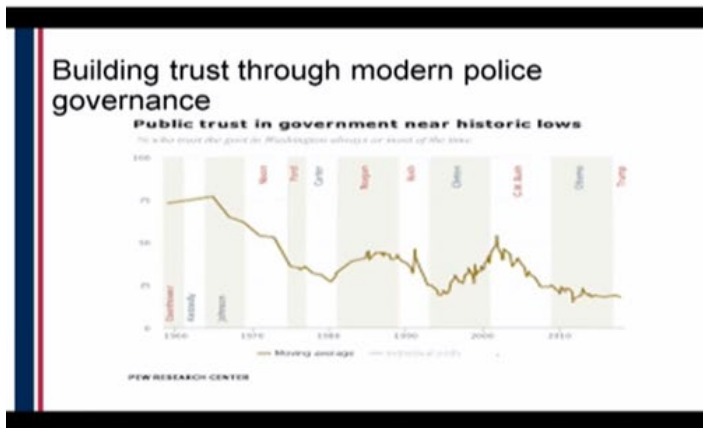
- Continue implementation of Community Safety and Well-Being Plan
- *Community Safety and Policing Act, 2019* – development of regulations
- Expected transition to new Detachment Boards
- Ongoing administration of mental health response teams:
  - Mental Health Response Unit (MHRU)
  - Mobile Crisis Rapid Response Team (MCRRT)
  - Youth Crisis Response Team (YCRT)
- Continued collaboration with Town on traffic enforcement



# POLICE SERVICES BOARD

## Expenditures

- \$42,366 [2022 \$38,402], increase of \$3,964 or 10.32%
  - Increase of \$3,500 in Professional Development will restore the training budget to pre-COVID-19 pandemic level





# POLICE

## Revenues

- \$137,971 [2022 \$74,000], increase of \$63,971 or 86.45%
  - Grants
    - Increase of \$69,971 in Ontario Specific Grants
      - Refund for officers' wages associated with the MHRU, MCRRT and YCRT through the Community Safety and Policing Grant (\$75,471)
      - Reduction of \$5,500 in Court Security and Prisoner Transportation Grant
  - User Charges
    - Decrease of \$8,000 in Alarm Registrations due to revenue sharing with Community Safety (Fire)
    - Increase of \$5,000 in OPP Reports and Clearances to reflect activity level
  - Fines
    - Decrease of \$3,000 in Parking Fines reflects actual activity



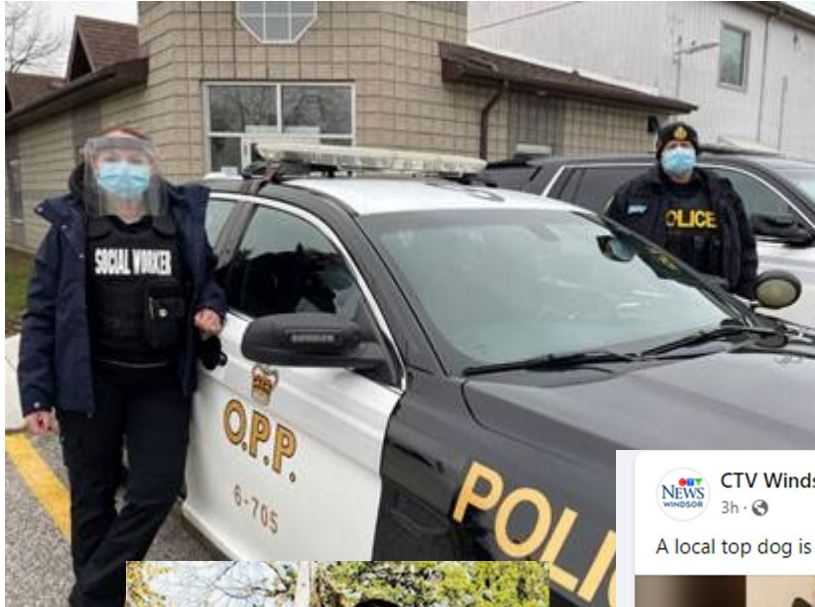
# POLICE

## Expenditures

- \$3,357,003 [2022 \$3,472,686], decrease of \$115,683 or 3.33%
- Contract
  - Gross expenditures in 2023 of \$3,285,440 vs \$3,404,548 for 2021
  - Decrease of \$119,108 or 3.50% reflects:
    - Small debit for 2021 year-end reconciliation (\$4,398)
    - Overall lower cost in both Base Service and Calls for Service
    - Allowance for policing of special events
    - Estimated wage adjustment of 1% for 2023 (pending CBA)

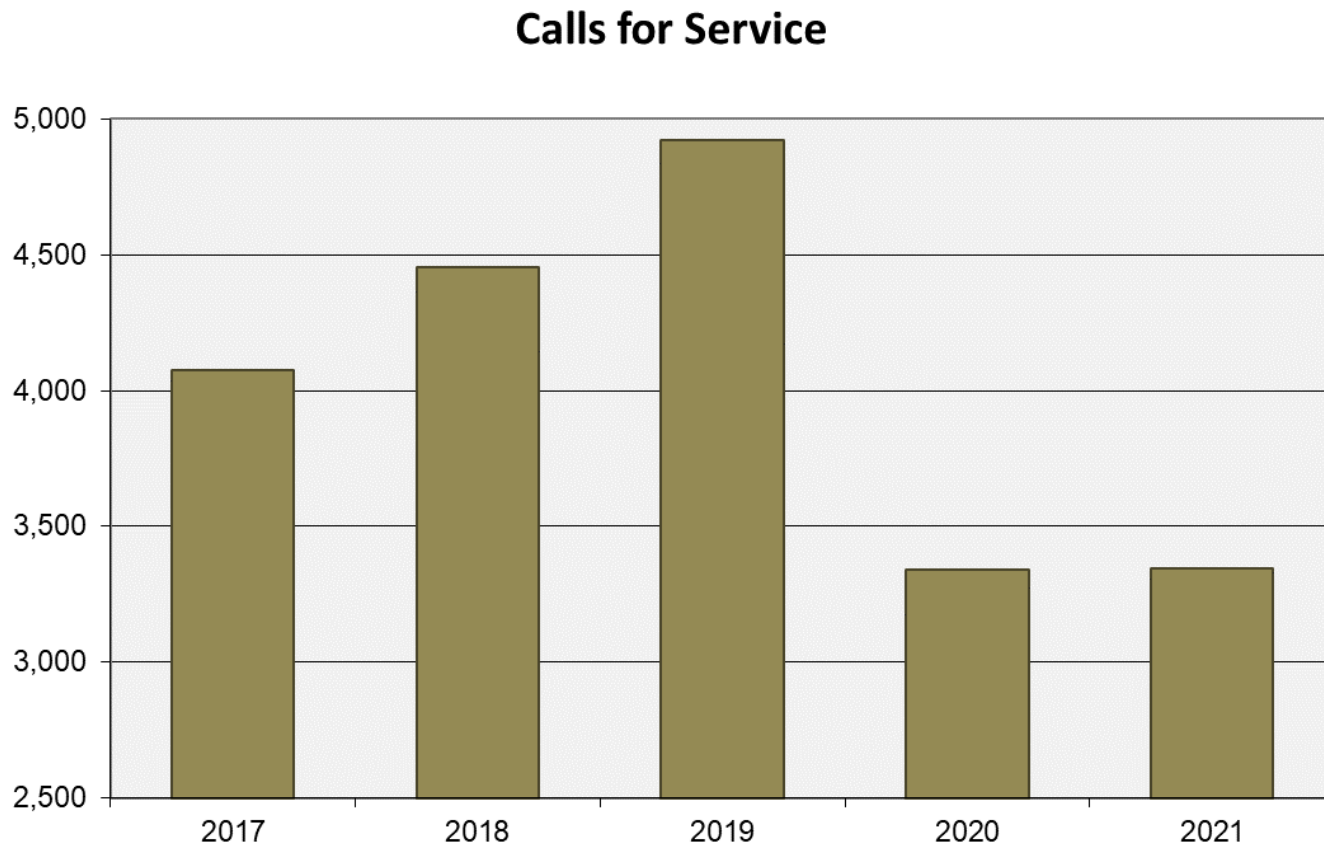


# Discussion – Q&A

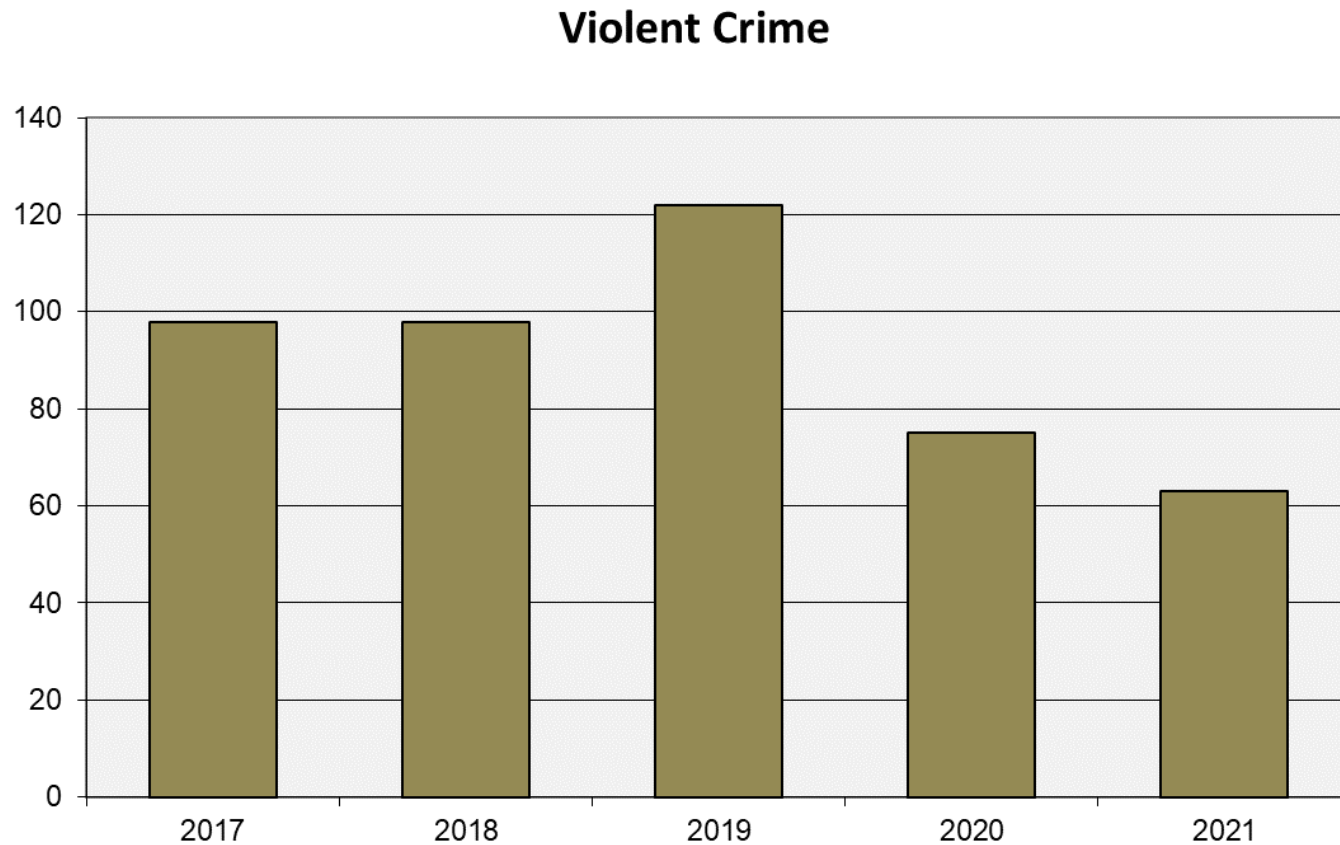


# Appendix: Calls for Service Trends - Tecumseh

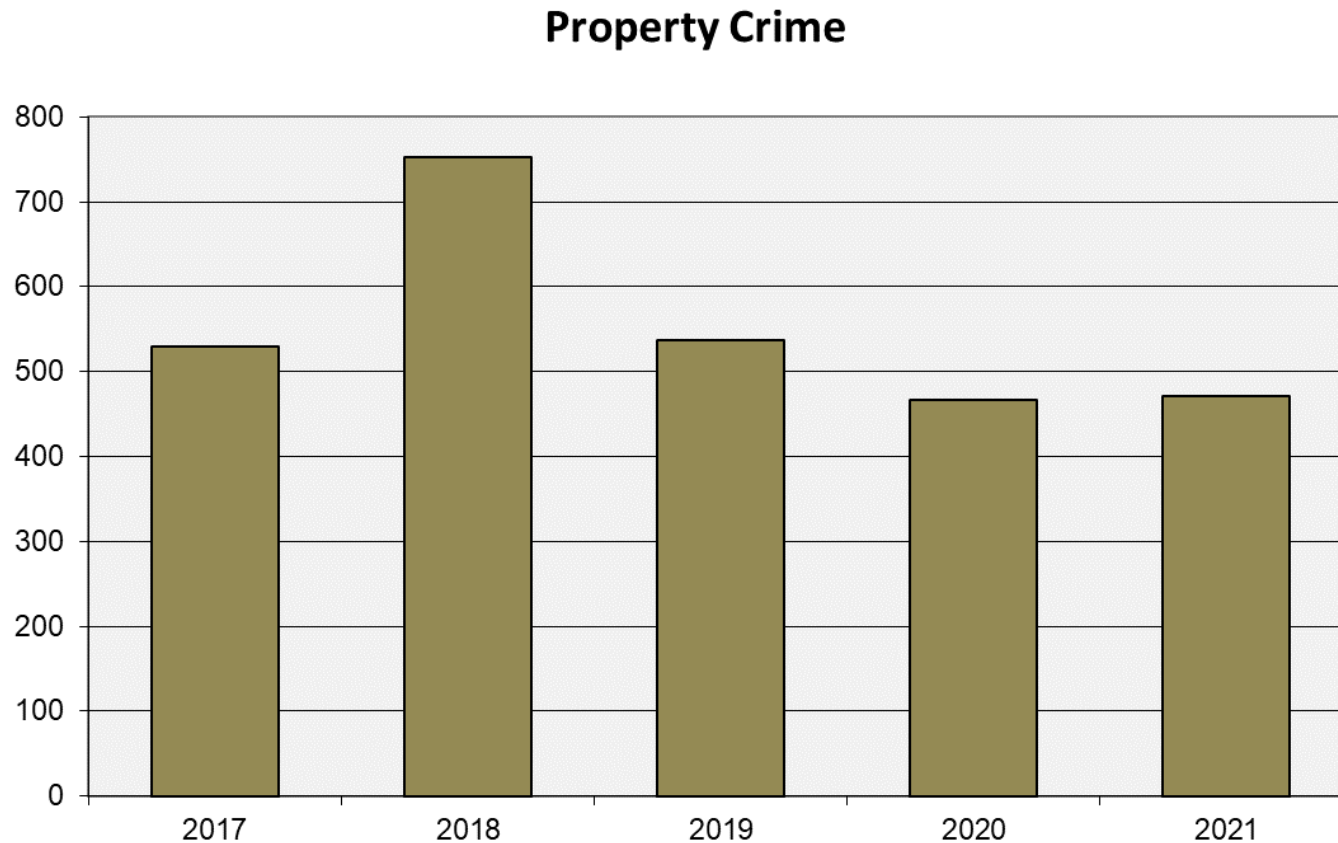
## Total Calls for Service



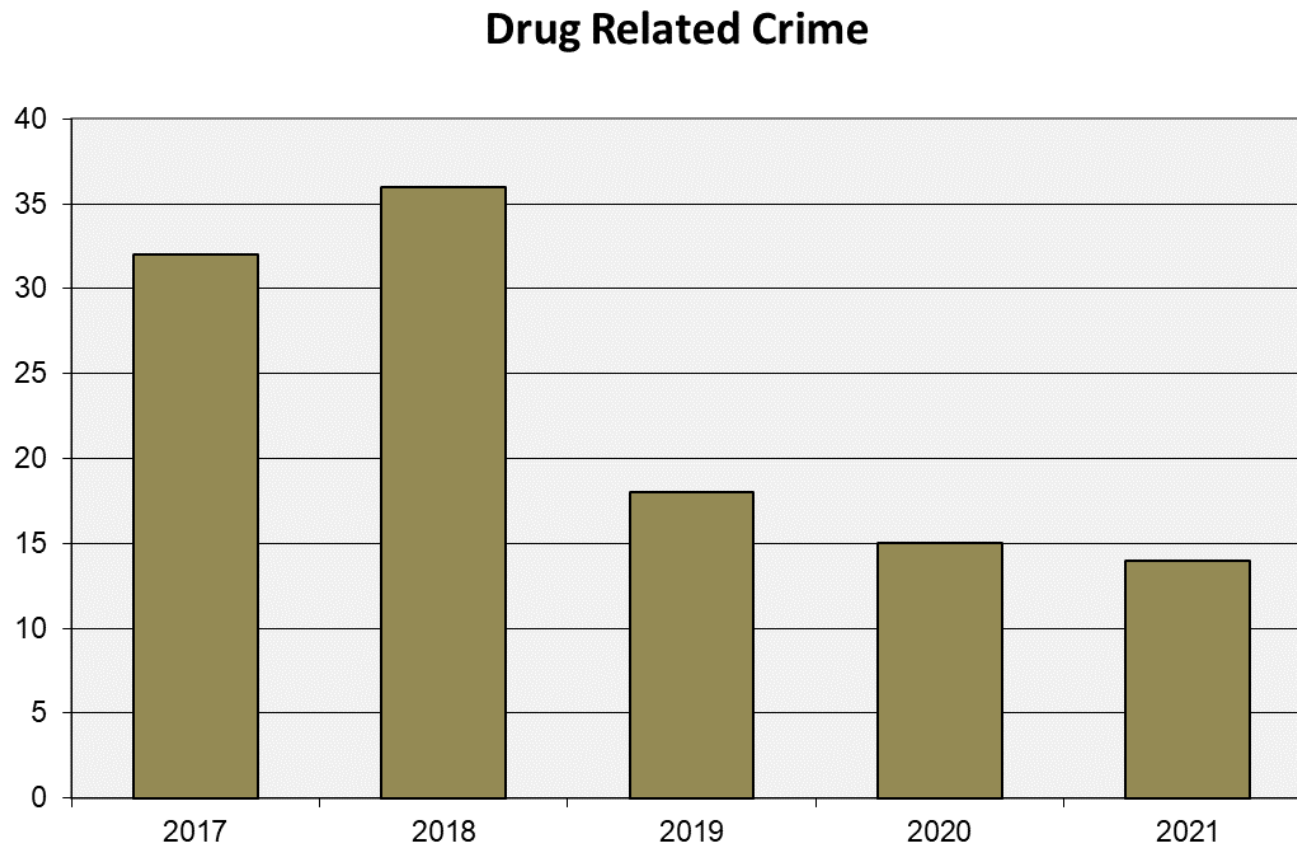
## Appendix: Calls for Service Trends - Tecumseh Violent Crime



## Appendix: Calls for Service Trends - Tecumseh Property Crime

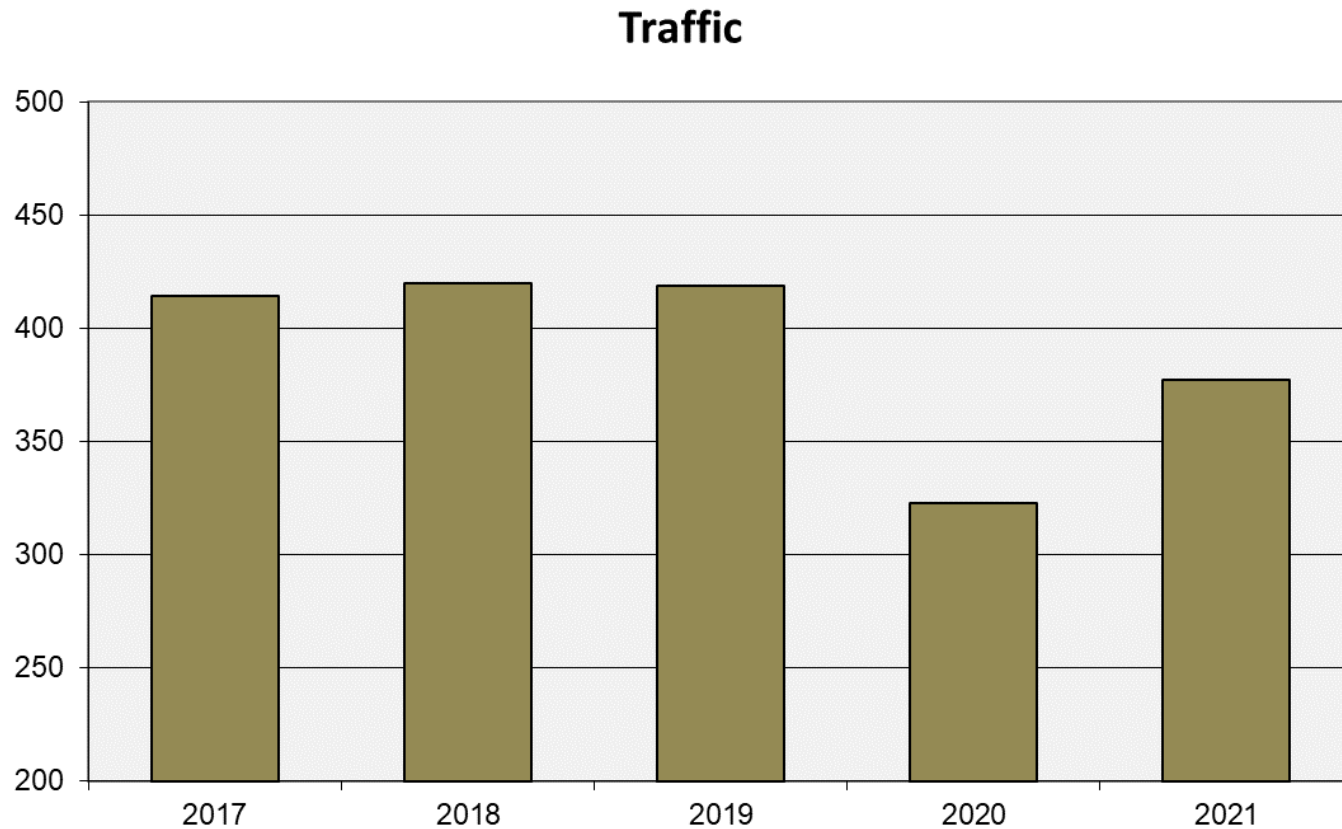


## Appendix: Calls for Service Trends - Tecumseh Drug Related Crime





## Appendix: Calls for Service Trends - Tecumseh Traffic







# 2023 Proposed Business Plan & Budget

Presentation to Town Council

December 13, 2022

# 2023 Proposed Budget

- Overview – Chief Administrative Officer
- Budget – Treasurer & Deputy Treasurer
  - Budget Document
  - Operations
    - General
    - Water & Wastewater
- Lifecycle
- Reserves
- Conclusion
- Q & A



## **Council Vision:**

The Tecumseh of tomorrow will be a community of economic vitality, environmental leadership, and a high quality of life for all of our citizens.



## **Council Mission:**

We will work together strategically to accomplish sustainable growth that integrates the principles of health and wellness in everything we do.

# Strategic Priorities from 2019-2022

**Smart Growth**

**Sustainable Infrastructure**

**Community Health and Wellness**

**Continuous Improvement**

**Good Governance**

Annual progress reports on these strategic priorities are available at  
<https://www.tecumseh.ca/en/town-hall/strategic-priorities.aspx>

Planning for the Strategic Priorities of 2023-2026 will commence in Q1 of 2023.



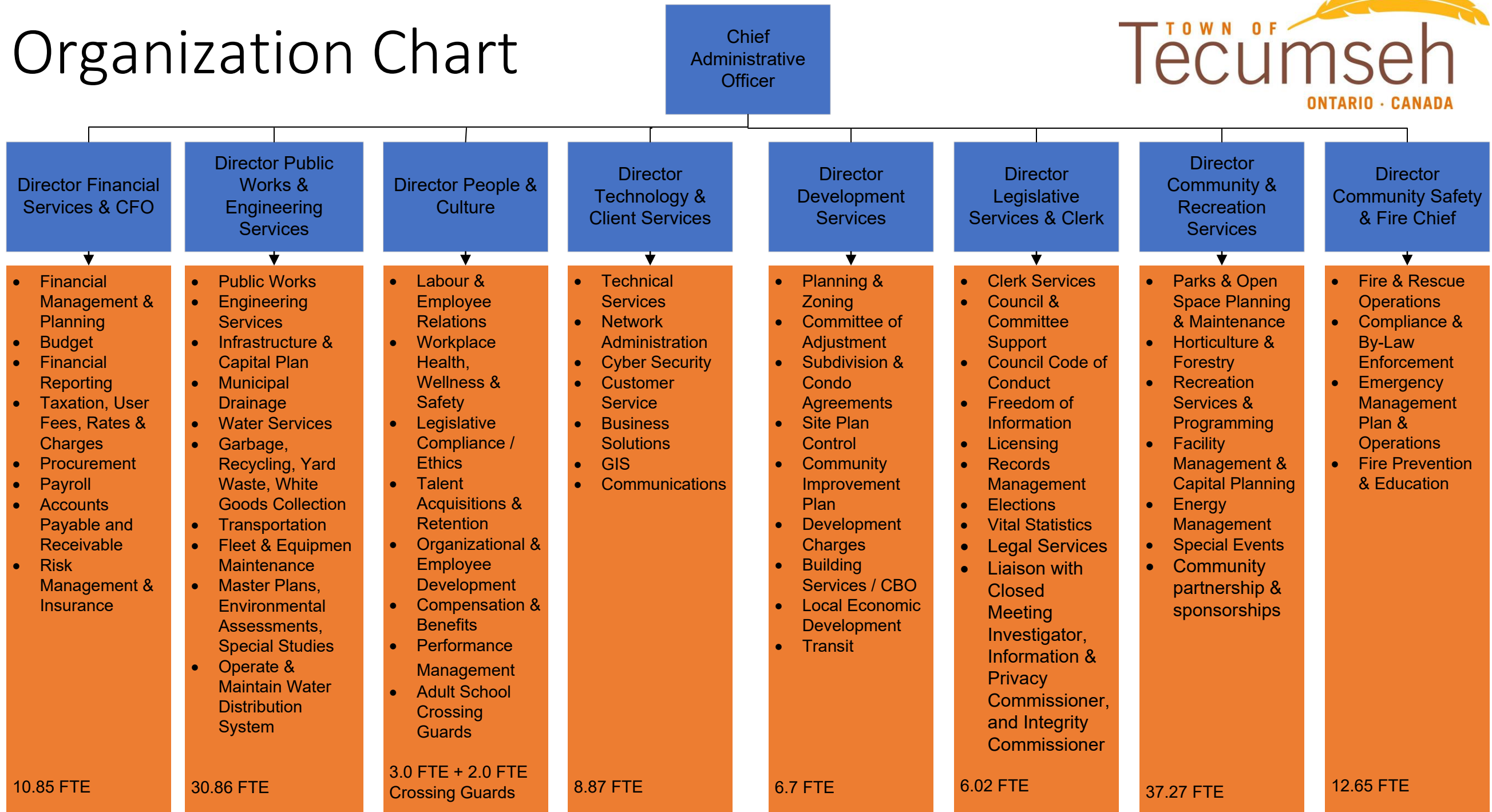
# 2021 Organizational Review

2021 Organizational Review implementation continues with:

- Customer Services recommendations
- Structure and staffing recommendations
- Service delivery efficiencies
- Implementation of corollary reviews related to Org Review:
  - People Strategy
  - Information Technology Services
  - Digital Strategy
  - Business Continuity and Disaster Recovery Strategy
  - Payroll
  - Clerks Services



# Organization Chart



Full Time Equivalent (FTE) – Represents an employee's total hours worked divided by the number of compensable hours in a full-time schedule during a fiscal year. A year round full-time position has an FTE of 1.00. For the Town of Tecumseh, 1.0 FTE equates to 35 or 40 hours/week of work or 1820/2080 hours of work annually.

# 2023 Objectives: Chief Administrative Officer

- Develop 2022-2026 Corporate Strategic Plan & Priorities
- Annual report out on Corporate Strategic Priorities
- Act on recreational and public works capital priorities approved in 2022
- Undertake biennial Customer Satisfaction Survey (carried forward from 2022)
- Continue implementing 2021 Org Review and corollary service reviews
- Implement changes in policing services and governance arising from CSPA, 2019
- Implement Community Safety and Well-Being Plan in conjunction with area municipalities, the County and partners
- Progress the Town's relationship building with our Indigenous Community
- Renew efforts to address Climate Change and focus on sustainability



# 2023 Objectives: People & Culture

- Collective bargaining with CUPE Local 702.13
- Development of a leadership competency framework
- Establish reward and recognition strategy with a plan to roll out end 2023
- Restructure benefit and pension administration into People & Culture
- Review HRIS requirements and source vendors to implement an HRIS solution
- Create employee engagement and diversity plans for the corporation
- Develop and deliver corporate education platforms
- Implement new employee onboarding platform
- Continue to support health/safety and wellness committee initiatives
- Conduct an employee total compensation review



# 2023 Objectives: Legislative Services & Clerk

- Implement the Clerks Service Delivery Review
- Implement webcasting and closed captioning of Council and Committee meetings
- Complete Records & Information Management Service Review and develop implementation plan for a corporate records management system
- Ongoing management of lottery license litigation
- Develop and implement Mobile Food Vendor Licensing Program
- Review of various by-laws and policies
- Investigate the merits of introducing Administrative Monetary Penalty System to the Town to augment enforcement of by-laws
- Review and coordinate internal and external legal counsel services





# 2023 Objectives: Financial Services

- Complete and implement budget software enhancement
- Complete financial systems optimization and apply results to implementing Payroll Service Review
- Development Charge Background Study Update, 2024
  - Commence analysis in 2023
- Asset Management Plan
  - Complete Phase II requirements in 2023
- Building Operations and Reserves Financial Review
  - Update Building Code operating costs with proposed service level changes and permit fee structure
  - Review and update in time for 2024 Budget development



# 2023 Objectives: Technology & Client Services

- Implement Information Technology Service Review & Digital Strategy
- Implement Business Continuity & Disaster Recovery Strategy
- Undertake virtual server and networking upgrades
- Network security initiatives
- Enhance the Town's new Open Data Portal
- Fully implement new customer service model and enhanced communications program
- Undertake 2023 Customer Service Survey
- Corporate projects: cloud permitting, HRIS, Financial System Upgrade, Regional Digital Radio upgrade



# 2023 Objectives: Community Safety

- Complete a Community Risk Assessment and Fire Master Plan
- Update the Town of Tecumseh Emergency Response Plan
- Explore grants and sponsorship opportunities to refurbish the 1942 Fire Truck
- New regional radio system implementation
- Apparatus replacement (lifecycle)
- Comprehensive review of Municipal By-Laws enforced by Community Safety



# 2023 Objectives: Development Services

- Finalize Tecumseh Hamlet Secondary Plan and incorporate into the Official Plan
- Initiate the Oldcastle Hamlet Special Planning Study
- Implement Council's direction on growth in the Hamlet SPA, MRSPA and Oldcastle
- Administer the incentive program for the Tecumseh Road Main Street CIP
- Complete the new Comprehensive Zoning By-law
- Report out and follow up on the On-Demand Transit one-year pilot project
- Foster local economic development through partnerships with neighbouring municipalities and regional agencies
- Implement the Building Services Operational Review



# 2023 Objectives: Community & Recreation Services

- Expand programming opportunities year round
- Manage approved capital projects and implement the updated Parks and Recreation Master Plan
- Proceed with construction of a splash pad and outdoor washroom facility for Lakewood Park
- Proceed with renovations to update the Town's library facility
- Commence planned improvements to the Maidstone Recreation Centre
- Implement upgrades to the grandstands, backstop and entrance plaza at Lacasse Park
- In partnership with L'Essor High School, construct new artificial turf playing field
- Implement the updated Energy Conservation & Demand Management Plan



# 2023 Objectives: Public Works & Engineering Services

- Complete infrastructure related studies/by-laws, such as: shoreline management plan, AMP, growth area FSRs, sanitary outlet cost recovery by-laws, traffic calming policy, model updates for sanitary sewer & water distribution systems, SWM rates
- Design & installation of sanitary sewers in the Oldcastle Hamlet
- Design of planned capital projects aligned with Council's growth directive: Tecumseh Hamlet northwest infrastructure
- Design/construction of capital projects with secured funding/partnerships: DMAF Ph 1 & 2, Centennial & Woodbridge watermain replacements, Lesperance Road multi-use trail, Riverside Drive trail, CR42 & CR43 water & wastewater services
- Move forward with Regional Food & Organics & Biosolids Waste Management
- Implement mandated MECP Consolidate Linear Infrastructure ECAs







# 2023 Draft Business Plan & Budget

As presented to Town Council December 13, 2022



# 2023 Business Plan and Budget Overview

## Electronic Document Overview

1. Transmittal
2. Executive Summary
3. Budget Reconciliation – PSAB Adjustments
4. Recommended New Staffing Enhancements
5. Operating Budget
6. Lifecycle
7. Reserves
8. Supplementary Information
  - Budget Process
  - Revenue and Expenditure Analysis





# Budget Process



# Council Consideration

- Total Municipal tax levy required is \$27.6M
  - \$1.45M or 5.6% increase vs prior year approved budget
- Municipal tax rate increase of 4.4% vs prior year approved rate

Impact on \$250K Property	% of Increase	\$ Increase
Noncontrollable/Inflationary	1.6%	32
Contribution to Capital	1.5%	29
Operations (net of growth)	1.3%	\$ 25
	<b>4.4%</b>	<b>\$ 86</b>

- Consolidated levy increase ~ 4.0% expected
  - \$142 consolidated increase on \$250K assessed property
- Province again postponed the 2023 Assessment Update
  - Property assessments are based on fully phased-in January 1, 2016 values



# 2023 Proposed Levy Summary

Budget Drivers	2023					
	2022	Proposed	2024	2025	2026	2027
Base Department Operations (excl Pay/Ben)	-0.13%	0.93%	1.02%	0.22%	1.66%	1.90%
Service Level Enhancements	2.70%	1.73%	1.76%	0.49%	0.66%	0.79%
Payroll/Benefits	1.19%	1.19%	1.82%	1.12%	1.09%	1.04%
<b>Sub-total – Operating</b>	<b>3.76%</b>	<b>3.85%</b>	<b>4.60%</b>	<b>1.83%</b>	<b>3.42%</b>	<b>3.73%</b>
Lifecycle	0.18%	0.96%	0.73%	0.68%	1.00%	0.95%
New Infrastructure Levy	0.00%	0.77%	0.73%	0.68%	0.50%	0.47%
<b>Sub-total – Capital</b>	<b>0.18%</b>	<b>1.73%</b>	<b>1.46%</b>	<b>1.37%</b>	<b>1.49%</b>	<b>1.42%</b>
<b>Total</b>	<b>3.94%</b>	<b>5.58%</b>	<b>6.06%</b>	<b>3.20%</b>	<b>4.91%</b>	<b>5.15%</b>
Assessment (Growth)/Loss	-1.00%	-1.27%	-1.63%	-1.71%	-2.32%	-2.53%
<b>Total w/ Growth factor</b>	<b>2.94%</b>	<b>4.31%</b>	<b>4.41%</b>	<b>1.49%</b>	<b>2.59%</b>	<b>2.63%</b>



# Key Revenue Items

		Increase (\$)
Assessment Growth	\$	180,000
Supplementary Taxes		150,000
Total Growth		330,000
Building Permits		NIL
- \$214K increase, transferred to reserve		
Lottery Licence		
- Bingo hall moving to Lakeshore		(97,000)



# Key Expenditure Items

		Increase (\$)	% of Levy Increase
Contribution to Capital (LC/NIL)	\$	450,000	31%
Wages	\$	466,800	32%
Benefits		295,900	20%
Total Payroll (net of transfers)	\$	762,700	52%
Discussed in more depth on next slide			
OPP Contract	\$	(119,000)	(8.2%)
Insurance (\$40K before transfers)	\$	25,000	1.7%
Gasoline	\$	74,000	5.1%
Computer Software/Support	\$	96,000	6.6%
- \$50K re: new building permit software			
Professional Development	\$	97,000	6.7%
- Returning to pre-COVID only			



# Dominant Themes - Payroll

	Increase (\$)	% of Payroll Increase
Building support (council approved in principle)	\$ 191,000	25%
Implementation of recommendations from the Town's Organizational Review – Phase 2 Phased-in over a three-year period 2022-2024	105,600	14%
Technology & Client Services – TSC Help desk, CS Receptionist, and CS Coop (Offset by reduction of 1 Coop)	59,700	8%
People & Culture - Business Partner (Offset by a reduction in student hours)	57,400	8%
Community and Recreation	38,900	5%
Other - 119 FTE, 4 bargaining units (contractual salary and benefit increases)	310,100	40%
	<b>\$ 762,700</b>	<b>100%</b>

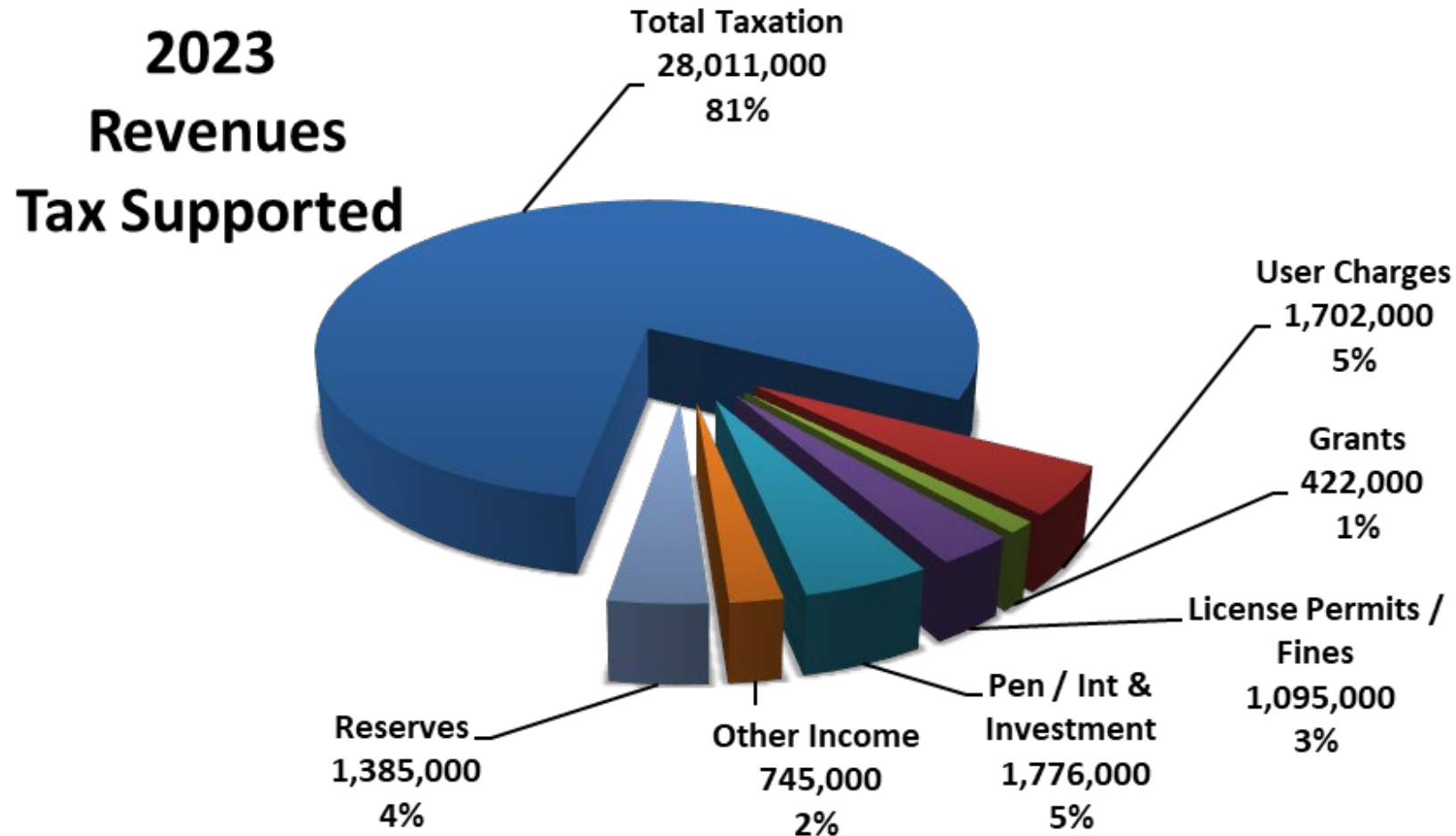


# What's Not in the Budget

- Organics recycling (green box / compost)
- Regional garbage collection
- Lottery License Litigation
  - up to \$7M



# Operating Budget Revenues





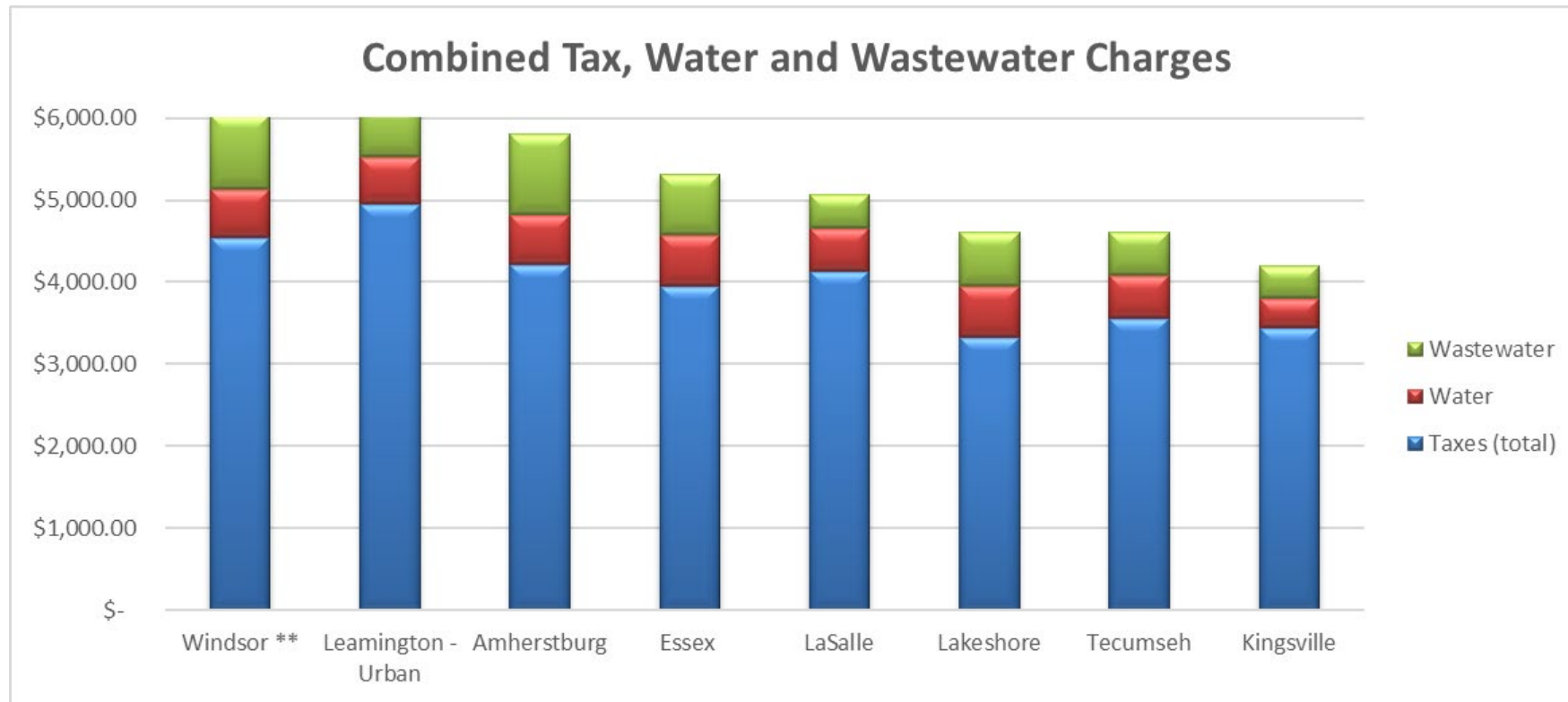
# 2023 Tax Levy Change - \$250K Home

Levying Authority	2023 Levy	2022 Levy	Dollar Difference	Percent Difference
Municipal	\$ 2,025	\$ 1,939	\$ 86	4.42%
County	\$ 1,298	\$ 1,242	\$ 56	4.50%
Education	\$ 383	\$ 383	\$ 0	0.00%
<b>Total</b>	<b>\$ 3,706</b>	<b>\$ 3,564</b>	<b>\$ 142</b>	<b>3.97%</b>

- Property Assessment update postponed by Province due to COVID-19
  - Property valuations unchanged from 2022, i.e. 2022 CVA of \$250,000 becomes 2023 CVA of \$250,000.



# 2022 Comparative – Essex County



\* Property Taxes calculated based on an average property with an assessed value of \$250,000. Water and Wastewater Fees based on monthly consumption of 20 cubic meters.



# Rate Supported – Water and Wastewater

- Full Cost Recovery Rates - 2023 Rate Study  
(2020 Study update to be completed 2023 Q1)
- Rate increase average residential user
  - 2023 \$38 or 3.6% (\$1,044 to \$1,082)\*
- Rate revenue
  - Wastewater \$5.2M
  - Water \$5.8M
- 2023 Budgeted capital funding 4.5M



# Wastewater – Key Items

- 8th Concession sewer area (Oldcastle)
  - Cost recovery by-law to be created in 2023
  - Next phases County Road 46/Webster/Laval and Del Duca Drive extensions - 2024 construction
  - Approximately 18 phases remain
- Flood mitigation measures
  - Sanitary sewer model update to be completed in 2023
    - Anticipated recommendations/improvements of \$35+ million



# Water Key Items

- Watermain breaks
  - Replacement of various watermains to continue in 2023
- Watermain improvements associated with County projects
  - County roads 42, 43 and 19
- Water Model Update in 2022/2023
- Investing in Canada Infrastructure Program – Green Stream II, 2021 Intake
  - Town successful with application for \$3.5 million in improvements on Centennial & Woodridge



# Capital Program and Funding Strategy

- Lifecycle Funding – 2023 allocation \$8.9M (increase of \$250,000)
  - Lifecycle Annual funding target = \$9.5M
- NIL – 2023 allocation \$1,950,000 (increase of \$200,000)
  - NIL Annual funding target = \$2.35M
- Funding Mix – Use of Debt
  - Current Annual Repayment Limit ~ 5%
- Grant and Partnership Funding
  - Pursue all opportunities – may impact our priorities
- County Capital Program



# Capital Works Plans

- 5-Year Capital Plans - Approval for 2023 with forecast for 2024-2027
  - Recommendations for proposed projects follow budget process
- Capital Priorities Workshop – Special Council Meetings 2022 Q2
- Recreation and Cultural Amenities – SCM March 29, 2022
  - Lacasse Ball Diamond
  - Sportsplex components
  - Lakewood Park amenities
  - Southfield Park splash pad
  - Maidstone Recreation Centre
  - Cada Library
  - Artificial Turf Fields



# Capital Works Plans

- Public Works – SCM May 5, 2022
  - Scenarios for competing Capital Priorities
    - Development and Growth
    - Climate Change and Flood Mitigation
    - Tecumseh Road Mainstreet
    - Approved Grant Funding Projects
    - Coordination with County of Essex Infrastructure Projects
  - Focus on development and growth opportunities in Tecumseh Hamlet Secondary Planning Area and Oldcastle Industrial and Business Park per Council direction
  - Scully and St. Mark's and P.J. Cecile Storm Pump Stations
  - County Road 42/43 Phase 1 Improvements
  - Lesperance/VIA Rail Improvements





# Capital Works Plans

- Over \$42M Capital Projects for 2023 and Contributing Funding
  - Scully and St. Mark's Storm Pump Station - (DMAF grant contribution)
  - P.J. Cecile Storm Pump Station - (DMAF grant contribution)
  - Lesperance/VIA Rail Improvements - (RSIP grant contribution)
  - Lacasse Ball Diamond - (CCBF grant use, St Clair College and Tecumseh Thunder contribution)
  - Riverside Dr. Trail - (CCRF grant contribution)
  - Cada Library Renovation – (County contribution)
  - County Road 42 & 43 Watermain and Sanitary
  - Lakewood Park – Washroom and Splash Pad
  - L'Essor High School – Artificial Turf - (School Board contribution)
  - Fire Radio System Replacement
- Debt Payments \$1.7M



# Reserves Strategy

- 2022 Reserves/Reserve Funds Estimated Balance - \$60M
  - Lifecycle / Infrastructure / Water / Wastewater
- Infrastructure Reserve
  - Funding source for new and/or enhanced infrastructure
  - \$5.8M toward Recreation/Community Projects in 2023
- Lifecycle Reserves and Reserve Funds
  - Funding sources for replacement
  - \$20M towards PW Infrastructure Projects in 2023



# Reserves Strategy

- 2024-2027 Outlook
  - Continuance of Capital Works Plans of 2022 Q2
- Pressures
  - Annual expenditures well above average
  - Material and Labour Cost Inflation (much greater than CPI)
  - Construction Industry Capacity
  - Rising Borrowing Rates



# Reserves Strategy

- Mitigating Measures
  - Strength of Town's Lifecycle Program and Reserves provides flexibility
  - Grant and Partnership Opportunities
  - Borrowing Capacity
  - Developer Option to Finance and Recover



# Closing

- The 2023 Proposed Budget:
  - Incorporates Council's Adopted Capital Works Plans
  - Continues Implementation of Organizational Review
  - Addresses Growth Demands on Building Department
  - Includes Modernization and Efficiency Initiatives
- Advances on Council and Community Strategic Priorities
- Proposes Fair Value Tax Rate Increase to Property Owners



# Conclusion

- Budget Deliberations
  - SCM – January 17, 2023 @ 4:00pm
  - SCM – January 19, 2023 @ 4:00pm (if needed)
- Budget Approval
  - RCM – January 24, 2023 @ 7:00 pm



# Discussion



# Notice of Commencement

## Lakeshore Stormwater Master Plan Study

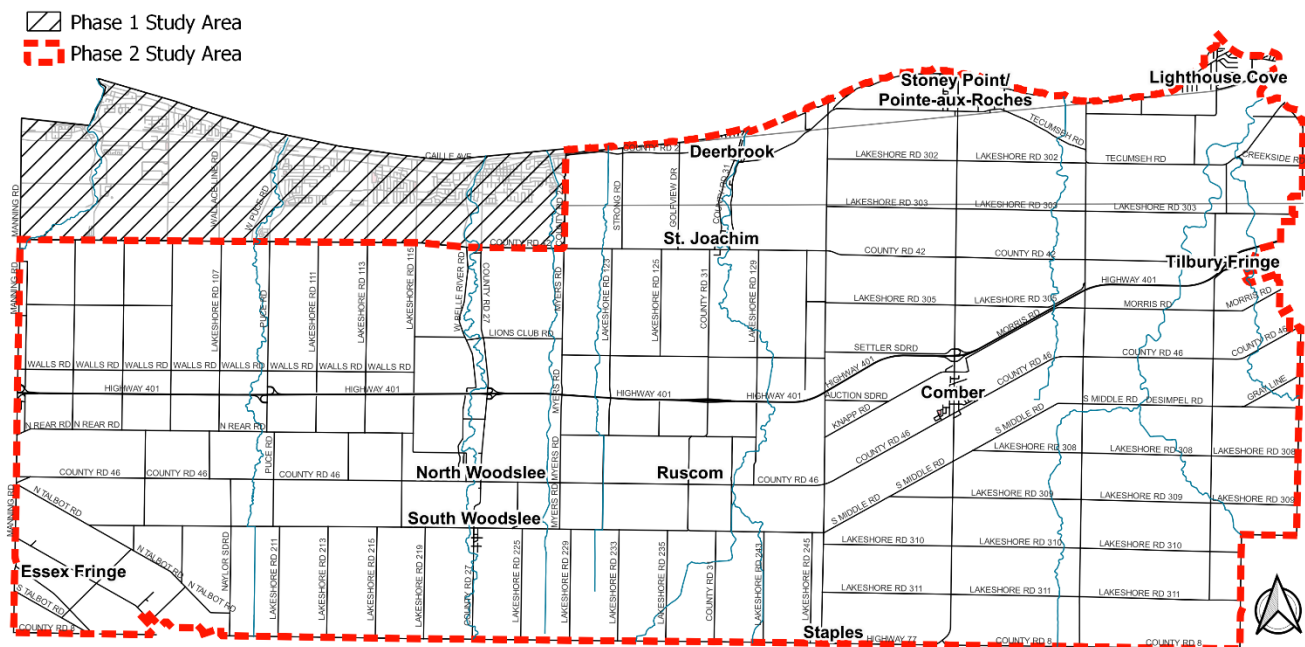
### Phase 2



#### Overview:

The Municipality of Lakeshore, through their consultant Civi.ca Infrastructure Inc., is completing Phase 2 of the Stormwater Master Plan. The Master Plan for Phase 2 will outline and review the existing stormwater system comprised of a combination of municipal drains and municipal storm sewers. The Master Plan will develop a plan to effectively manage existing stormwater infrastructure and provide recommendations for areas of improvement and accommodate future growth. Phase 2 of the Master Plan is focused to the remaining portion of the municipality not studied in Phase 1, including the ten urbanized communities of:

- Comber
- Essex Fringe
- Lighthouse Cove
- Ruscom
- Rochester/Deerbrook
- St. Joachim
- Staples
- Stoney Point /  
Pointe-aux-Roches
- North and South  
Woodslee
- Tilbury Fringe



#### The Process:

This study is being conducted in accordance with the requirements of the Municipal Class Environmental Assessment, an approved process under the Environmental Assessment Act. The EA process includes extensive public engagement and consultation. Two rounds of consultation are being held, providing opportunities for the public to participate in the study. Information on the first Public Information Centre will follow. We look forward to your input!

Please visit the study's webpage at [lakeshore.ca/SWMP2](http://lakeshore.ca/SWMP2) to learn more about the study and to help shape the Stormwater Master Plan.

If you have any comments or questions regarding the Master Plan, or would like to provide suggestions or comments about this study, please contact:

#### Municipality of Lakeshore

Marco Villella, P.Eng.  
Division Leader, Engineering and Infrastructure  
519-728-2488 Ext. 657  
mvillella@lakeshore.ca

#### Civica Infrastructure Inc.

Matthew McNeill, MEnvSc  
Project Manager  
(647) 394-9792  
mmcNeill@civi.ca

*With the exception of personal information, all comments submitted will become part of the public record of the study.*



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## **Final Reminder for Nominations: 2023 - 2027 ROMA Board of Directors**

*Deadline for receipt of nominations is Friday, December 23, 2022. If a Council member wishes to run for the ROMA Board, Council (or its Committee of the Whole) will need to pass a supporting resolution to attach with their nomination.*

### **ROMA Elections Notice**

Please be advised that in accordance with the Rural Ontario Municipal Association's Policies and Procedures, nominations for Zone Representatives to the 2023 – 2027 ROMA Board are being accepted until Friday, December 23, 2022. One (1) representative will be elected for each of the ten (10) zones. The term of the ROMA Board is four years. Candidates reflecting Ontario's diversity are encouraged to seek election to the ROMA Board.

The [2023 - 2027 ROMA Board of Directors nomination package](#) contains:

- A summary of the qualifications to serve on the ROMA Board of Directors;
- A sample Council resolution;
- An estimate of the annual time commitment required to serve on the ROMA Board and information regarding reimbursement of expenses; and
- Nomination Form.

The election will take place on Monday, January 23, 2023 at the 2023 Annual Conference. The conference is January 22 – January 24, 2023, Sheraton Hotel, 123 Queen Street West, Toronto, Ontario.

In the event the conference is held virtually due to public health restrictions, conference delegates will vote through electronic means.

### **Submission**

A completed Nomination Form and supporting material (i.e., Council or Committee of the Whole resolution of support) must be received no later than **12:00 p.m. on Friday, December 23, 2022**. Nominations will not be accepted beyond that date.

Please forward a completed Nomination Form to the Association via email [romaelections@roma.on.ca](mailto:romaelections@roma.on.ca) or fax at 416-971-6191 or mail to the attention of Brian Rosborough, Executive Director. Scans and photographic images of documents are acceptable. All candidates will be contacted to confirm receipt of their nomination.

ROMA's Chief Returning Officer, Peter Fay, will review and certify the nomination. A Nominations Report will be issued to the membership in advance of the conference. Information regarding the elections process will be sent at that time.

If you have any questions regarding this information, please contact Brian Rosborough, Executive Director at 416-971-9856, ext. 362, e-mail [brosborough@amo.on.ca](mailto:brosborough@amo.on.ca) or Adam Garcia, Manager, Executive Office, 416-971-9856, ext. 356, email [agarcia@amo.on.ca](mailto:agarcia@amo.on.ca).

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

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of  
Wednesday, November 16, 2022 at 6:00 PM.

Meeting Minutes are available on the BIA website at [www.tecumsehbia.com](http://www.tecumsehbia.com)

**Link to Tecumseh BIA Agenda:**

<https://tecumseh-pub.escribemeetings.com/Meeting.aspx?Id=1b4de434-d313-4d3f-bff2-e464df67db24&Agenda=Agenda&lang=English>

**(TOTBBM-105-11)**

Call to Order

The meeting is called to order at 6:06 PM by Chair, Linda Proctor.

**(TOTBBM –106-11)**

**Roll Call**

Chair	Linda Proctor
Vice Chair	Leo Demarce
Councillor	Brian Houston
Director	Jules Champoux
Director	Jessica Fowler

Regrets:	Director	Sandra Zanet
	Director	Eddy Hammoud
	Director	Travis Dorner

Absent:	Treasurer	Paul Bistany
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Minute Taker:	Coordinator	Denise Pelaccia
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Guest:

**(TOTBBM – 107-11)**

**Disclosure of Pecuniary Interest – No disclosures of pecuniary interest at this meeting.**

**(TOTBBM –108-11)**

**Delegations – No delegations at this meeting.**

**(TOTBBM – 109-11)**

**Communications**

**TOTBIA Board of Management Meeting Minutes**

<b>Motion: (BBM-74/11)</b>	Moved by:	Jessica Fowler
	Second by:	Brian Houston

That the minutes of the Town of Tecumseh TOTBIA Regular General Meeting held on October 19, 2022 be approved as distributed.

Approved.

Carried.

**Letters From**– Nothing at this time.

**(TOTBBM – 110-11)**

**Reports**

**Chair Report- October 2022:**

- See Agenda attachment.

**Motion: (BBM-75/11)**

Moved by: Jules Champoux

Second by: Leo Demarce

That the Chair Report for October 2022 be accepted.

Approved.

Carried.

**Treasurer Report:**

**Tecumseh BIA**

**2022 Month End Financials:**

- See PDF of Financial Reports for October 2022 in Agenda.

**October 2022 Financial Report:**

**Motion: (BBM-76/11)**

Moved by: Jessica Fowler

Second by: Brian Houston

That the October 2022 Financial Report be accepted.

Approved.

Carried.

**Coordinator Report – D.Pelaccia reports the following:**

- See Agenda attachment.

**Motion: (BBM-77/11)**

Moved by: Linda Proctor

Second by: Jessica Fowler

That the Coordinator Report for October 2022 be accepted.

Approved.

Carried.

**Council Report –**

- See PDF of Council Reports for October 2022 in Agenda.

**Motion: (BBM-78/11)**

Moved by: Jessica Fowler

Second by: Jules Champoux

That the Council Reports for October 2022 be accepted.

Approved.

Carried.

**Committee Reports –**

**(TOTBBM – 111-11)**

**Marketing Committee: (Keep 5-10 minutes.)**

- See Agenda attachment.

## **Tecumseh Dollars Program**

### **Motion: (BBM-79/11)**

Moved by: Jules Champoux

Second by: Jessica Fowler

That the limit for Tecumseh Dollars purchases be increased from \$300.00 to \$500.00 for the holiday season, starting Monday, December 5<sup>th</sup>, 2022.

Approved.

Carried.

### **Membership Committee: (Keep 5-10 minutes.)**

- See Agenda attachment.

### **Beautification Committee: (Keep 5-10 minutes.)**

- See Agenda attachment.

### **Events Committee: (Keep 5-10 minutes.)**

- See Agenda attachment.

### **Governance Committee: (Keep 5-10 minutes.)**

- See Agenda attachment.

### **Motion: (BBM-80/11)**

Moved by: Jules Champoux

Second by: Leo Demarce

That the Committee Reports for October 2022 be accepted.

Approved.

Carried.

### **(TOTBBM – 112-11)**

#### **Unfinished Business**

- MOU- Finalize

### **(TOTBBM – 113-11)**

#### **New Business**

- Tecumseh BIA Email & Web Domain- Town has officially migrated us over to Microsoft 360. Our email (bia@tecumseh.ca) will remain the same but we will have to pay them a \$25/month domain licensing fee in order to keep it.
- Tecumseh Fire- Sponsorship for Canadian FIREFIT Events & US On Target Combat Challenge

### **(TOTBBM – 114-11)**

#### **Adjournment**

### **Motion: (BBM-81/11)**

Moved by: Brian Houston

Second by: Leo Demarce

That the November 16, 2022 regular general meeting of the TOTBIA Board of Management be adjourned at 7:06 PM.

Carried.

Approved.

**(TOTBBM – 115-11)**

**Next Meeting**

The next regular general meeting is scheduled on Wednesday, December 21, 2022 at 6:00 PM at the Tecumseh BIA office. Meeting Minutes will be available on the BIA website at [www.tecumsehbia.com](http://www.tecumsehbia.com)



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Linda Proctor, Chair



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Denise Pelaccia, Coordinator

**MINUTES NOT YET APPROVED.**



## The Corporation of the Town of Tecumseh

Chief Administrative Officer

**To:** Mayor and Members of Council

**From:** Margaret Misek-Evans, Chief Administrative Officer

**Date to Council:** December 13, 2022

**Report Number:** CAO-2022-10

**Subject:** Exercise of Delegated Authority during the Lame Duck Period

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### Recommendations

It is recommended:

**That** Report CAO-2022-10, “Exercise of Delegated Authority during the Lame Duck Period” **be received;**

**And that** the authorization of additional capital funding in the amount of \$2.4M for watermain and sanitary sewer infrastructure within the Town of Tecumseh associated with the County of Essex road improvement project for County Road 42 and County Road 43, **be endorsed;**

**And further that** reserve allocations for the Town’s total project commitment of \$6,476,000 **be endorsed**, as follows:

- Watermain Reserve Fund, \$3,359,000
- Wastewater Sewer Reserve Fund, \$3,117,000.

### Background

Through Report [LCS-2022-09](#), Council delegated authority to the Chief Administrative Officer (CAO) with respect to actions set out in the Municipal Act, 2001, Section 275(3) during the period which Council may be restricted from certain acts, as prescribed by that section of the Act. Section 275 of the Act is commonly referred to as the Lame Duck provision. A Council is considered lame duck if the new Council will include less

than three quarters of the members of the outgoing Council. Tecumseh Council was in lame duck status as of nomination day (August 19, 2022). Should the CAO need to exercise the delegated authority during the lame duck period, a report informing Council is required shortly thereafter.

The restricted acts of Council under Section 275(3) include, among other matters, making an expenditure or incurring a liability which exceeds \$50,000 and was not already approved in the annual budget (S. 275(3)(d)). This is the authority the CAO exercised during the lame duck period and is the subject of this report.

## Comments

As Council is aware the County of Essex is proceeding with improvements to County Road 42 (CR42) from the City of Windsor to County Road 19 (Manning Road/CR19) and County Road 43 (CR43) just south of CR42 extending north to CP Rail. Over the past few years, the County has undertaken the detailed design, acquired the required property and advanced utility relocations along CR42.

Based on these improvements, Tecumseh Administration identified required improvements to the Town's existing and planned municipal services (watermains and sanitary sewers) in the vicinity of the County's project. In 2018, Council approved recommendations in Report [PWES-2018-08](#) to prepare the detailed design for the Town's services as part of the County's project.

At the January 25, 2022, regular Council meeting through Report [PWES-2022-03](#), Council authorized Administration to proceed with identified 2022 capital works projects including the construction of watermains and sanitary sewers as part of the CR42 and CR43 County improvement project. The County's tender for Phase 1 construction was advertised in April/May 2022 and resulted in no bids, due to a hardship claim from one of the potential bidders. The County proceeded with a limited tender and found one contractor that would be able to undertake the works. The estimate from the potential contractor for Phase 1 was \$29M, which aligned with recently estimated construction values (\$25-30M) reflective of current market conditions, although far exceeded the original construction estimate of \$18.5M.

Based on this outcome, the County supported the decision to exercise the CAO's delegated authority under S. 275(3)(d) to proceed with the limited tender for Phase 1 of the CR42 and CR43 project. This decision had financial implications for the Town's portion of the project relating to watermain and sanitary sewers.

## Consultations

Financial Services  
Public Works & Engineering Services



## Financial Implications

Based on the distribution of costs within the County's limited tender result, the table below illustrates the impact to the Town's portion of the project and the required adjustments to reserve funding:

<b>Funding Source</b>	<b>Construction</b>	<b>Engineering</b>	<b>Contingency</b>	<b>Total</b>	<b>Current Allocation</b>	<b>Current Request</b>
Watermain Reserve Fund	\$2,895,000	\$264,000	\$200,000	<b>\$3,359,000</b>	\$2,130,700	\$1,228,300
Wastewater Sewer Reserve Fund	\$2,671,000	\$246,000	\$200,000	<b>\$3,117,000</b>	\$1,936,600	\$1,180,400
<b>Totals</b>	<b>\$5,566,000</b>	<b>\$510,000</b>	<b>\$400,000</b>	<b>\$6,476,000</b>	<b>\$4,067,300</b>	<b>\$2,408,700</b>

As indicated above, the Town's share of the project has increased from \$4.07M to \$6.48M. Additional funds are allocated from the Watermain Reserve Fund and the Wastewater Sewer Reserve Fund.

This increase in cost will not necessarily jeopardize other capital projects within the current Council-approved five-year capital plans but may reduce projected reserve fund balances with a corollary effect on future budgets and capital plans. Significant construction cost impacts are being experienced across all projects and this one is no exception. Administration will consider infrastructure construction cost impacts in conjunction with estimated funding needs of the Town's Asset Management Plan going forward to advise Council on funding mechanisms. The Water/Wastewater Rate Study update is planned for completion in time for the 2023 budget process where user rate increases for the 2023-2025 timeframe will be proposed.

## 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 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:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None



## The Corporation of the Town of Tecumseh

Chief Administrative Officer

**To:** Mayor and Members of Council

**From:** Margaret Misek-Evans, Chief Administrative Officer

**Date to Council:** December 13, 2022

**Report Number:** CAO-2022-11

**Subject:** Non-Statutory Advisory Committee Review

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### Recommendations

It is recommended:

**That** Report CAO-2022-11, "Non-Statutory Advisory Committee Review", **be received**;

**And that** the administration of the Lakeshore-Tecumseh Intermunicipal Committee **be continued** until further direction from Council;

**And further that** the Rural Broadband Advisory Committee **be continued** into 2023 with the same Council representatives and Administration **be authorized** to approach the community members to extend their commitment into 2023;

**And furthermore, that** the Cultural & Arts Advisory Committee, the Senior Advisory Committee and the Youth Advisory Committee **be discontinued** in accordance with the provisions laid out in Report CAO-2022-11, effective for 2023.

### Background

In May 2022, Council received the Clerks Service Delivery Review (Review) which was conducted by WSCS Consulting. Part of the Review included a business process optimization study on services in the department and set out several recommendations focusing primarily on:

- Technology and process
- Organization
- Customer Service
- Policies, Planning and Reporting; and
- Service Delivery.

The Consultants explored the Legislative & Clerks Services (LCS) department's service offerings in terms of process, expectations and performance. One of the LCS department's core services is Council and Committee meeting support. For a meeting to be held, the department prepares a meeting notice, organizes all agenda items for the circulation of the meeting agenda, and records all actions and resolutions in the meeting minutes.

In 2021, the LCS department processed 76 meeting agendas and sets of minutes as follows:

- 18 Regular Council Meetings
- 19 Public Council Meetings
- 18 Special Council Meetings
- 12 In-Camera Meetings
- 1 Policies and Priorities Committee Meeting
- 4 Tecumseh Accessibility Advisory Committee meeting
- 3 Court of Revision Meetings
- 1 Rural Broadband Advisory Committee meeting

It is noted that some of the Advisory Committees have not met since February 2020 due to the pandemic.

The Town currently has the following committees and boards:

- Standing Committees of Council: Policies & Priorities Committee, Personnel Committee
- Statutory Committees: Court of Revision, Heritage Committee, Tecumseh Accessibility Advisory Committee, Committee of Adjustment, Property Standards Committee, Tecumseh Election Compliance Audit Committee, Dog Pound Committee, Essex County Library Board, Essex Power Corporation Board, Police Services Board, Business Improvement Association Board
- Advisory (Non-Statutory) Committees: Rural Broadband Advisory Committee, Cultural & Arts Committee, Senior Advisory Committee, Lakeshore Tecumseh Intermunicipal Committee and the Youth Advisory Committee.

Statutory committees are those which are derived from legislation and are either mandatory, as in the Police Services Board, or discretionary, as in the Heritage Committee. Non-statutory, advisory committees are appointed at the pleasure of Council and there is no statutory obligation for these committees. They are discretionary to the needs of the organization.

An Advisory Committee is a collection of individuals who bring knowledge and skills to provide advice to members of Council and Administration to effectively guide the Town in its services, projects and policies. Each committee is governed by terms of reference established by the Town and may or may not have a budget allocated to their activities. Committee activities and initiatives are reported out to Council on an annual basis. All non-statutory, advisory Committees are administered through the LCS department.

The Review outlined several recommendations to refocus LCS on core services. In particular, the Review recommended:

*“That, at the start of each new Council Term, Council be engaged in a review of the discretionary/advisory committees to determine if the terms of reference for each committee continues to be a Council priority and remains relevant to the community.”*

and

*“That Council give consideration through the Council Strategic Planning process to better align the work of the advisory committee with Council’s future direction.”*

With the assistance of the LCS department, the Chief Administrative Officer (CAO) has reviewed the Town’s advisory committees and this report provides recommendations to Council for these advisory committees going forward.

## Comments

There are five non-statutory advisory committees established in the Town as noted above. All committee members are unpaid volunteers. There has been a dedicated Manager assigned as the secretary for each advisory committee to ensure procedural process, administration and recording of meetings, and circulation of follow-up action items to Council and implementation, if approved. Some of the advisory committees have drifted from their original mandates and become more focused on event and activity-based ventures, rather than advice or policy initiatives. Accordingly, the Manager’s role has evolved over time to become the principal staff resource for organizing events and carrying out activities as well as seeking funding to augment budget for such events.

### **Lakeshore-Tecumseh Intermunicipal Committee:**

The Lakeshore-Tecumseh Intermunicipal Committee was established in 2020 following a joint Council meeting requested by the Municipality of Lakeshore. The purpose of this Committee is to allow the two municipalities an opportunity to discuss and advise on emerging trends and issues which affect the neighbouring municipalities. This committee has met five times in the past three years on a bi-annual basis or when necessary, at the call of the Chair. Some of the items discussed include transit, economic development, and Amy Croft infrastructure updates.

This committee has two appointed members of each Council, supported primarily by the CAOs and Clerks, as well as various members of the respective Senior Management Teams, depending on the subject matter. The Clerk from each municipality alternates the administration of the meetings to reduce workload.

Overall, this committee has provided a good opportunity for the municipalities to exchange ideas, provide insight on upcoming items, and to work collectively together on matters that impact both communities. Primary deliverables from the past term of Council include discussions on the possibility of shared Transit service and collaboration on a joint Local Economic Development Strategy for certain retail areas. Collaboration between Tecumseh and Lakeshore on these two items is anticipated to continue over this term of office at the staff level.

The administration of this committee is manageable for the Legislative and Clerk Services Department. As this committee was mutually agreed at the direction of both Council's, Administration defers to Council's direction on the future of this intermunicipal committee.

### **Rural Broadband Committee:**

The Rural Broadband Committee was established by Council in 2021 to investigate, identify and advise on broadband, high-speed internet coverage in rural areas of the municipality and act in an advisory role to Council. The committee is comprised of three members of Council (Mayor McNamara and Councillors Jobin and Houston), four members-at-large (resident/business/community appointees) and receives administrative support from three members of Administration (CAO, Director of Technology & Client Services, Manager of Committee & Community Services). This committee has met 4 times since being established. The information provided from this committee to the Telecom industry is valuable in determining which areas of the municipality are underserved as the Province continues to connect Ontario with broadband.

The Terms of Reference for this committee indicate that its mandate and continued relevance will be re-assessed at the end of Council term. Accordingly, the Director of Technology & Client Services reached out to the Council co-chairs of the Committee for advice and there is interest in continuing the Committee as it is currently constituted into

2023 to wrap up remaining questions on building out areas of the Town that are currently without broadband access. Councillors Jobin and Houston and Mayor McNamara have expressed willingness to continue serving on the Committee and Administration will reach out to the community members to extend their commitment into 2023, subject to Council concurrence with this direction.

### **Remaining Advisory Committees: Cultural & Arts, Senior and Youth**

The purpose and duties, initiatives (past 4 years), committee budget and meeting schedule of the Cultural & Arts Advisory Committee, the Senior Advisory Committee and the Youth Advisory Committee are referenced in **Attachment 1**. Over time, these advisory committees have grown in their community outreach to provide events and programs directly to the community. Although these events are well attended and appreciated by residents, these initiatives are outside the advisory scope of the committees. As a result, there are three key findings that have surfaced from this internal staff review.

The initial finding of the internal review is the significant amount of staff time allocated to administer the initiatives of these committees. There has been one manager responsible for the administration of these advisory committees. Over time, each committee has undertaken significant events such as the Youth Job Fair and the Soiree Coffee House, with which members of the respective committee assist. However, most of the work is the responsibility of the Manager of Committee & Community Services and often involves additional departments, primarily Community & Recreation Services. As the events gained in popularity, the demand on staff workload increased and has become challenging to balance with competing priorities within LCS, resulting in some core services remaining unfulfilled, like progressing the corporate records management initiative.

Secondly, some committees are struggling with attendance. Specifically, the Youth Advisory Committee (YAC) has membership between the ages of 13 to 23 years, and some members have expressed competing priorities with school homework, part-time jobs and time commitments with extracurricular sports/service groups. In 2019, there were ten meetings scheduled and only five were held due to lack of quorum. It is challenging for staff to organize and run the events when there are only a handful of meetings to move business forward and lack of volunteer assistance. As a result of the lack of participation, staff are left with implementing initiatives such as the Youth Job Fair, which is a large and time-consuming undertaking to successfully complete.

Our review found that many YAC members are seeking ways to engage in the community for the purpose of fulfilling mandatory community service hours to graduate high school. To note, several Town events YAC members volunteered at are annual events coordinated by the Community & Recreation Services (CRS) department. These events, as highlighted under Report CRS-2022-15 entitled "Recreation Programs and Special Events 2023" are purposely planned for the community by Town staff with expertise in event planning. Hours of volunteering at Town events can be applied to the



Ontario high school requirement of completing 40 hours of volunteerism. It is not necessary for a special committee to plan its own events for this purpose.

Finally, the staff review found that these advisory committees are mostly working outside their scope of purpose, shifting focus away from the advisory role to Council. For instance, the Senior Advisory Committee has held Fall Prevention Clinics and various fitness exercise and well-being workshops. A provincial grant has been valuable in augmenting the budget for these workshops. Provincial funding application and reporting requirements have increased staff workload, compounding the work to organize and execute the workshops with providing the financial support as well.

Senior's programming is already administered through the CRS department, which does event and program design, planning, execution and funding. Application for seniors' grant funding can continue to be made through this department for applicable programming opportunities.

The consultant Review recommended a review of the discretionary/advisory committees to determine if the terms of reference for each committee continues to be a priority and remains relevant. It is the finding of Administration that these three committees (Cultural, Seniors, Youth) have evolved and are not operating within the scope of purpose initially approved and that the expanded mandate is impacting operations in two fundamental ways:

- The event and programming nature of the expanded mandate does not reside in the right department of the organization. CRS has staff dedicated to event and activity programming for the community who are trained and experienced in these functions. The effect of the drift in committee mandate has been to establish a secondary centre for such activity in LCS, which is not sensible for the organization and is costly in terms of staff time.
- The dedication of manager-level resources in LCS to full-spectrum event planning and implementation tasks associated with events initiated by these advisory committees is an inappropriate use of resources. Core services within the LCS department have not progressed as a result, representing risk to the organization.

As part of the Review, the consultants recommended that the department focus on core services. Accordingly, it is recommended that:

- The Senior Advisory Committee, Youth Advisory Committee and the Cultural & Arts Committee be discontinued effective for this term of Council.
- The budgets for these committees for the 2023 budget be suspended, with some budgetary allocation shifted to CRS; this is reflected in the 2023 draft budget.

- LCS seek community partnerships with Workforce Windsor Essex or a local school board to take over the Youth Job Fair event.
- Seniors' and youth events and programming remain fully centred in the CRS department, with consideration given to reviewing the events initiated by these committees to determine whether they might be incorporated in some fashion into the department's offerings. This will include seeking any funding support for events and programming from senior levels of government.

With these changes, the Manager of Committee & Community Services role will shift focus to the following core Clerks functions and support to the CAO and be re-titled as Deputy Clerk – Clerks Services & Policy Advisor:

- Corporate records management system design and implementation across the organization,
- Oversee vital statistics – marriage licensing, burial permits, other licensing,
- Municipal Freedom of Information & Protection of Privacy Act – response to Freedom of Information requests,
- Local Government Week public education,
- Commissioner of Oaths, and
- Policy review, analysis, and research within LCS and in support of the CAO's Office.

## Consultations

Legislative Services & Clerk  
Financial Services  
Community & Recreation Services

## Financial Implications

The financial implications associated with the recommended changes include:

- Youth Advisory Committee – \$10k Budget eliminated
- \$2k of Youth Advisory Committee budget elimination allocated to Legislative Services – Public relations operating budget – related to bus service expenditure for local government week
- Senior Advisory Committee - \$5k Budget eliminated

- Recreation Programs Budget increase to Canada Grants Budget of \$6k and increase to Recreation Programs Budget of \$6k in Professional Fees Other and Materials – to provide for enhanced Seniors Programming – so no net budget impact and the expectation is the Town will receive grant funding for senior programs
- Recreation Programs Budget includes increase to wages for public skating monitor staff, who will assist with Seniors Programming
- Cultural & Arts Committee - \$7k Budget eliminated.

Re-purposing the Manager of Committee & Community Services to the Deputy Clerk – Clerks Services & Policy Advisor to focus on core Clerks services as well as policy and research support to LCS and the CAO is within the established LCS operating budget.

## Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input 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.

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

Attachment Number	Attachment Name
1	Non-Statutory Advisory Committees

## CAO-2022-11 Attachment 1 – Non-Statutory Advisory Committees

Committee Name	Committee Purpose	Committee Initiatives	Committee Budget	Number of Meetings
<b>Cultural &amp; Arts Committee</b>	To advise and make recommendations to Council on identifying cultural activities, obtaining and identifying prominent locations within Town for public display of artwork, pursue grants and donations to achieve such goals, and consult on storyboards.	<p>Annual Soiree Coffee House Event</p> <p>Culture Days</p> <p>Feather Project Location Collaboration</p> <p>Dillon Drive Street Recognition (Poppy insignia)</p> <p>Consult on Storyboard Requests</p>	\$7,000	Monthly meetings
<b>Senior Advisory Committee</b>	The purpose of the SAC Committee is to advise Council and Administration on issues that affect area seniors, identify barriers for seniors, solicit input, act as a public forum and work with Town agencies to improve the lives of senior residents.	<p>Annual Senior Community Grant Programs (various education, well-being &amp; fitness workshops)</p> <p>Education workshops on topics such as: Fraud for Seniors, Healthy Eating Power of Attorney Elder Abuse</p> <p>Host Fall Prevention Clinics</p> <p>Development of SAC Logo</p> <p>Engagement Survey</p>	\$5,000	Monthly Meetings

Committee Name	Committee Purpose	Committee Initiatives	Committee Budget	Number of Meetings
<b>Youth Advisory Committee</b>	The purpose of the YAC Committee is to advise Council and Administration on issues that affect area youth and work with Town agencies that are involved in youth initiatives	<p>Consult on annual Local Government Week</p> <p>RBC Future Launch Community Challenge 'Mind Break Before Study Break' Grant</p> <p>Creation of Youth of the Year Award</p> <p>Annual Youth Career Fair</p> <p>Event Sponsorship &amp; Participation such as Rock N' Swim, Outdoor Movie Night, Family Game Night, Recreation events (Earth Day, Canada Day, Christmas in Tecumseh)</p> <p>Development of YAC Logo</p>	\$10,000	<p>Monthly Meetings</p> <p>* In 2019, five (5) meetings were <b>not</b> held due to lack of quorum</p>



## The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

**To:** Mayor and Members of Council

**From:** Michelle Bonnici, Director People & Culture

**Date to Council:** December 13, 2022

**Report Number:** CAO-PC-2022-08

**Subject:** Health and Safety Policy No.7 Annual Review

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### Recommendations

It is recommended:

**That** Health and Safety Policy No. 7, as reviewed for the year 2022, in accordance with Section 25(2)(j) of the Occupational Health and Safety Act, **be approved;**

**And that** Health and Safety Policy No. 7 **be posted** in all Municipal Buildings.

### Background

Section 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1. (Act), states an employer shall “prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy.”

### Comments

The Health and Safety Policy states: “The Corporation of the Town of Tecumseh is vitally interested in the health and safety of its employees. A major ongoing objective is to protect employees from workplace injury or illness. The Corporation of the Town of Tecumseh makes every effort to provide a healthy and safe work environment. All supervisors and workers must be dedicated to the objective of reducing the risk of injury and illness.”

As the employer, the Corporation is ultimately responsible for the health and safety of all its workers.

The Chief Administrative Officer and Members of Council are committed to taking every reasonable precaution to protect workers from harm.

Directors and Managers are accountable for the health and safety of workers under their supervision and are responsible for ensuring that machinery and equipment are safe, and that workers follow established safe work practices and procedures.

All employees must receive adequate training in their specific work tasks to protect their health and safety. All employees have received the training necessary for their respective positions within the Corporation.

Every employee, sub-contractor and employee of a sub-contractor must also protect his/her own health and safety by following the law, and the Corporation's safe work practices and procedures. Additionally, they must report all hazards immediately to a Director and/or Manager.

In accordance with the Act, the Health and Safety Policy has been reviewed by the Joint Health and Safety Committee.

There have been no recommended changes to the Policy for 2022.

A copy of the Health and Safety Policy is attached as Appendix 1.

## **Financial Implications**

There are no direct cost implications associated with these Policies. Good health and safety practices/procedures, as well as employee training, all help to prevent workplace injuries. Workplace injuries can create financial implications because of loss of work and employee health care.



## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Michelle Bonnici, BA, LL.M  
Director People & Culture

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Policy No.7 – Health and Safety Policy



## The Corporation of the Town of Tecumseh

# Policy Manual

**Policy Number:** 7

**Effective Date:** [Click here to enter a date.](#)

**Supersedes:** RCM 292/07 - August 28, 2007  
RCM 285/09 - August 11, 2009  
RCM 91/11 - March 8, 2011  
RCM 338/12 - October 9, 2012  
RCM 189/13 - June 25, 2013  
RCM 290/14 – July 8, 2014  
RCM 90/15 – March 24, 2015  
RCM 230/16 – June 28, 2016  
PPC 04/17 – August 8, 2017  
PPC 09/18 – October 9, 2018  
PPC 05/19 - October 22, 2019  
RCM 365/19 – November 12, 2019  
RCM 265/20 - September 15, 2020  
PC 05/21 – November 9, 2021

**Approval:**

**Subject:** **Health and Safety Policy**

### 1.0 Purpose

1.1 The Corporation of the Town of Tecumseh is vitally interested in the health and safety of its employees. A major ongoing objective is to protect employees from workplace injury or illness. The Corporation of the Town of Tecumseh makes every effort to provide a healthy and safe work environment. All supervisors and workers must be dedicated to the objective of reducing the risk of injury and illness.

### 2.0 Scope

1.2 As an employer, The Corporation of the Town of Tecumseh is ultimately responsible for worker health and safety. As Chief Administrative Officer and Members of Council, we are committed to taking every reasonable precaution to protect workers from harm. Legislative requirements will serve as minimum acceptable standards for the Town of Tecumseh.

- 1.3 Supervisors are accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that workers follow established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.
- 1.4 Every employee, sub-contractor and employee of a sub-contractor must protect his/her own health and safety by following the law, and The Corporation of the Town of Tecumseh's safe work practices and procedures. All hazards must be immediately reported to a supervisor.
- 1.5 All parties are expected to consider health and safety in every activity. Commitment to health and safety must form an essential part of this organization from the Chief Administrative Officer to the workers.

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Margaret Misek-Evans  
Chief Administrative Officer

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Gary McNamara  
Mayor



## **The Corporation of the Town of Tecumseh**

Community & Recreation Services

**To:** Mayor and Members of Council

**From:** Paul Anthony, Director Community & Recreation Services

**Date to Council:** December 13, 2022

**Report Number:** CRS-2022-14

**Subject:** Town of Tecumseh Energy Management Update

---

### **Recommendations**

It is recommended:

**That** Report CRS-2022-14, Town of Tecumseh Energy Management Update, **be received;**

**And that** the updated Energy Conservation and Demand Management (ECDM) Plan attached to Report CRS-2022-14 **be endorsed.**

### **Executive Summary**

This report includes:

- i) Updates on the results and progress in implementing the Town's energy initiatives through the Energy Conservation and Demand Management (ECDM) Plan;
- ii) Recent acquisitions and developments in energy management efforts that have contributed to reduced energy demand and greenhouse gas (GHG) emissions;

- iii) Next steps with recommended series of actions, including seeking resources and partnerships to conduct a GHG reduction and energy management strategy, highlighting future initiatives and climate change considerations.

The noted components within this report present the outcomes of measures for conserving and reducing energy consumption for the Town of Tecumseh that includes data with results achieved and provides proposed considerations in furthering the Town's commitment.

## Background

In 2014, Ontario's Green Energy Act (the Act) was created to expand renewable energy generation, encourage energy conservation and promote the creation of clean energy jobs. With the implementation of the Act, public agencies are required to report yearly on the total energy usage for all facilities that meet the necessary requirements. Energy reporting and conservation planning will help public agencies manage electricity usage and costs, identify energy savings opportunities, evaluate results by comparing similar facilities across the province, and measure improvement over time.

Public sector organizations are required to develop five (5) year Energy Conservation and Demand Management (ECDM) Plans that require subsequent updates on a five (5) year cycle.

The Town of Tecumseh's updated Energy Conservation and Demand Management (ECDM) Plan was developed in response to Ontario Regulation 507/18 which requires public sector organizations to complete an update to the original plans that had been initially adopted in 2014. The ECDM plan presents greenhouse gas (GHG) emissions from energy consumption and provides effective methods of identifying energy conservation opportunities to guide the Town towards a more energy-efficient future.

In response to the continued risks associated with GHG emissions and their profound effects on the environment, the Town declared a climate emergency in December of 2019 (RCM 390/19) for the purposes of framing and deepening the commitment to protecting the local economy, ecosystems and community from the effects of climate change.

The Town is firmly committed to reducing energy consumption and GHG emissions by seeking additional measures and targets that continue efforts to reduce emissions overall while gaining traction towards a net-zero target in the future.

Over the lifetime of the plan, the Town has been engaged in a variety of processes and activities to reduce energy consumption and adapt to climate change. These are detailed in Attachment 1.

The following outlines several notable projects that have occurred in 2022 that have contributed towards energy management:

- Replacement of ten (10) HVAC Units – Town Hall;
- Replacement of HVAC Units – Various Municipal Buildings;
- Replacement of Chiller and Brine Pump – Arena (Rink B);
- LED Lighting Conversion – Pool;
- Installation of four (4) Electrical Vehicles (EV) Charging Stations.

To conduct this update of the Town's ECDM, the following measures were undertaken:

- Development of an energy portal through Wattsworth Analysis Inc. to review and identify usage trends, and provide concise analysis of consumption while supporting data collection as required through the Ministry of Energy for annual reporting;
- Retained Dillion Consulting Limited to support this update to the Town's ECDM plan, including the following:
  - Completed a data consumption review;
  - Completed assessments pertaining to overall building envelope performance on identified municipal buildings to determine opportunities for cost savings and reduced consumption; and
  - Arranged and completed virtual workshops for the TecEnergy team and Senior Administration to facilitate discussions related to the Town's energy future.
- Initial engagement and discussion on potential collaboration and/or partnership with the University of Windsor through the Environmental Energy Institute.

## Comments

### Analysis – Energy Conservation and Demand Management (ECDM) Plan

While the Town estimates that it has met its modest conservation objectives from the 2014 plan, Administration recognizes that more can take place to ensure efficiencies and savings continue and that new conservation measures are identified and acted upon. Modest targets are set within the report for the Town to achieve over the next couple of years until the 2024 update is due.

The ECDM update report includes updated energy, GHG and water data from 2019-2021. Electricity, natural gas, diesel, gasoline consumption, and GHG emissions, by sector, are represented through charts and tables included in the report. Also noted within the report are shortcomings with the data and data anomalies caused during periods of closures and modified Town operations due to the pandemic (2020 and 2021).

The Town remains committed to maintaining energy management and conservation in the Broader Public Sector (BPS) while also committing to working with other organizations to better manage energy use across our community.

The following highlights our energy conservation objectives:

1. Improve the energy efficiency of the Corporation by utilizing best practices to reduce operating costs, energy consumption and GHG emissions;
2. Create a culture of conservation;
3. Improve awareness of GHG emissions and consumption behaviours; and,
4. Improve the efficiency of energy use through low-cost/no-cost opportunities.

Future energy initiatives have been categorized into four (4) groups:

- Overarching

The Town recognizes that, although energy projects are being implemented and savings are being realized, there is a need to develop a GHG reduction and energy management strategy through which activities can be effectively planned, budgeted, prioritized, initiated and monitored. This strategy will vastly assist the Town in mapping out strategic prioritization of initiatives moving forward by maximizing GHG reductions and optimizing costs to the Town. It is proposed that Administration works to secure resources and partnerships to initiate this strategy prior to the next ECDM plan update.

The remaining three (3) groups of energy initiatives are:

- Technical
- Organizational
- Behavioural

The ECDM Plan identifies several projects under these groups that will be pursued during the next two years to continue advancing the Town's progress in energy conservation and GHG reduction. As required, proposed projects will be brought to Council for approval during the annual operating and capital budget process. Where



possible, senior government funding will be sought to offset costs, although for the most part, projects are either already budgeted (such as the DMAF pump station project) or lower cost initiatives.

In addition, the TecEnergy Team will review the ECDM plan on an annual basis and determine adjustments to the plan as needed and coordinated efforts will be instituted across Town departments for tasks and projects identified in this plan. The next full review of the plan is scheduled for 2024.

## **Next Steps**

The Energy Conservation and Demand Management (ECDM) Plan will continue to assist in identifying opportunities to make prudent investments in the future of the Town. Through an ongoing commitment to conservation and increased efficiency, along with subsequent updates to the ECDM Plan and the longer term GHG Reduction and Energy Management Strategy, the Town is well positioned to identify and implement new and/or emergent technologies and approaches needed to meet targets and aspirational goals as established.

## **Consultations**

Public Works & Engineering Services  
Development Services  
Financial Services  
Chief Administrative Officer

## **Financial Implications**

Recommended and future initiatives are outlined in Attachment 1.

Initiatives proposed may require investments from each department that are incremental to current five (5) year capital budgets and/or operating budgets. Investments will be evaluated based on anticipated cost benefit results and Council authorization sought, as needed.

The GHG Reduction and Energy Management Strategy will be pursued through additional resources and partnerships in the next couple of years. As a plan evolves to undertake such a strategy, future reporting to Council will seek approval to proceed. It is intended that the strategy will be designed to minimize the financial impact on existing capital budgets by leveraging existing plans, planned asset replacement cycles, external funding, and internal reserves to support sustainability initiatives. Furthermore, decreasing costs of advanced technologies and renewable alternatives are making investments in energy efficient asset replacement more affordable.

## Link to Strategic Priorities

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

## Communications

Not applicable ☐

Website ☒      Social Media ☐      News Release ☐      Local Newspaper ☐

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

Prepared by:

Daniel Wolicki  
Manager Facilities & Energy Management

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA  
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Town of Tecumseh ECDM Plan Update



ENERGY CONSERVATION  
AND DEMAND  
MANAGEMENT (ECDM)  
PLAN UPDATE  
2019-2021

## Introduction

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[Ontario Regulation 507/18](#) (Broader Public Sector: Energy Reporting and Conservation and Demand Management Plans) requires broader public sector (BPS) organizations, such as municipalities, to develop an Energy Conservation & Demand Management (ECDM) plan and update it every five years. The Town of Tecumseh (the Town) developed an updated ECDM plan in 2019 in compliance with the regulation and covers the period up to 2024.

The ECDM plan is a vehicle through which the Town's commitment to energy conservation can be expressed, monitored, measured, and realized. The updated ECDM plan builds on the municipality's first ECDM plan developed in 2014 and the experience gained in energy conservation over the previous 8 years. Hard copies of the previous ECDM plan are available at the Town Hall located at 917 Lesperance Rd, while annual summaries of energy consumption and greenhouse gas emissions for the operations of the municipality are posted on the Town's web site.

The contents of this document include updates to the Goals, Objectives, Actions and Targets designed to conserve and otherwise reduce the amount of energy consumed by operations and manage the demand for energy, including a forecast of the expected results of current and past measures.

The ECDM is to be updated every (5) five years, or less, and is to include:

- 1) A description of current and proposed measures for conserving and otherwise reducing energy consumption and managing its demand for energy;
- 2) A revised forecast of the expected results of the current and proposed measures;
- 3) A report of the actual results achieved; and
- 4) A description of any proposed changes to be made to assist the public agency in reaching any targets it has established or forecasts it has made.

## Current State

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Energy Conservation and Demand Management is becoming more important in the region, particularly upon the Town's Climate Emergency declaration in the form of Resolution # 390-19, which placed a prioritization on climate change mitigation, creation of economic efficiencies, and improvement of energy performance. Tecumseh Town Council further supported the importance of reducing overall GHG emissions by its involvement in the partnership between the Essex Region Conservation Authority (ERCA) and the surrounding Municipalities to develop a Regional Energy Plan to reduce GHG emission across the region.

To put the ECDM plans into action, the Town created the TecEnergy Team, consisting of representation from Facilities, Maintenance, Public Works and Transportation, Planning and Development, and Finance departments. With the mandate to initiate, implement, track and

oversee the progress on various energy conservation initiatives, the TecEnergy team functions collaboratively in a multi-disciplinary setting, regularly providing updates to the Council.

## County of Essex Regional Energy Plan (REP)

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In 2020, Essex County launched the development of a Regional Energy Plan through a cross-sector collaboration. A baseline for energy use, energy related emissions and energy costs for 2019 was established and a status quo Base Case projection to 2041 was modelled. The following goals were established to reduce the predicted energy use, energy related emissions and energy costs in 2041:

- Increase community-wide energy efficiency at least 50% by 2041 from 2019 levels
- Enable transition to carbon neutrality by reducing GHG emissions by at least 60% by 2041 from 2019 levels;
- Increase municipal water efficiency by 20% by 2041 from 2019 levels; and
- Reduce community-wide energy and water costs in the range of \$13 to \$18 billion through 2041.

The REP has recently been completed and was adopted by Essex County Council in May 2021. The REP proposes a Community Energy Strategy based on the following seven strategic directions:

- 1) Efficient homes and buildings;
- 2) Efficient industry;
- 3) Efficient greenhouses;
- 4) Efficient transportation;
- 5) Local supply and distribution;
- 6) Smart community information and optimization; and,
- 7) Community planning.

Although municipal operations do not account for a significant proportion of overall energy use and GHG emissions County-wide, it is important that the County of Essex and local municipalities lead by example if the goals of the REP are to be realized. The ECDM plan is a vehicle through which the Town's commitment to energy conservation can be expressed and realized.

As the County moves toward implementing the REP, the Town will join in with the larger community and economy efforts needed to meet the targets as set out in the plan.

## Town of Tecumseh ECDM Plan

Based on Regulation 207/18, the Town facilities required to be included in the Plan are:

- Town Hall;
- Fire Halls 1 & 2;
- OPP Station;
- Arena;
- Outdoor Pool;
- Community Centres;
- Public Works Building and Garages;
- Parks Buildings;
- Water Tower; and,
- Sanitary and Storm Water Pump Stations.

Additional to the required facilities, the Town has elected to also include:

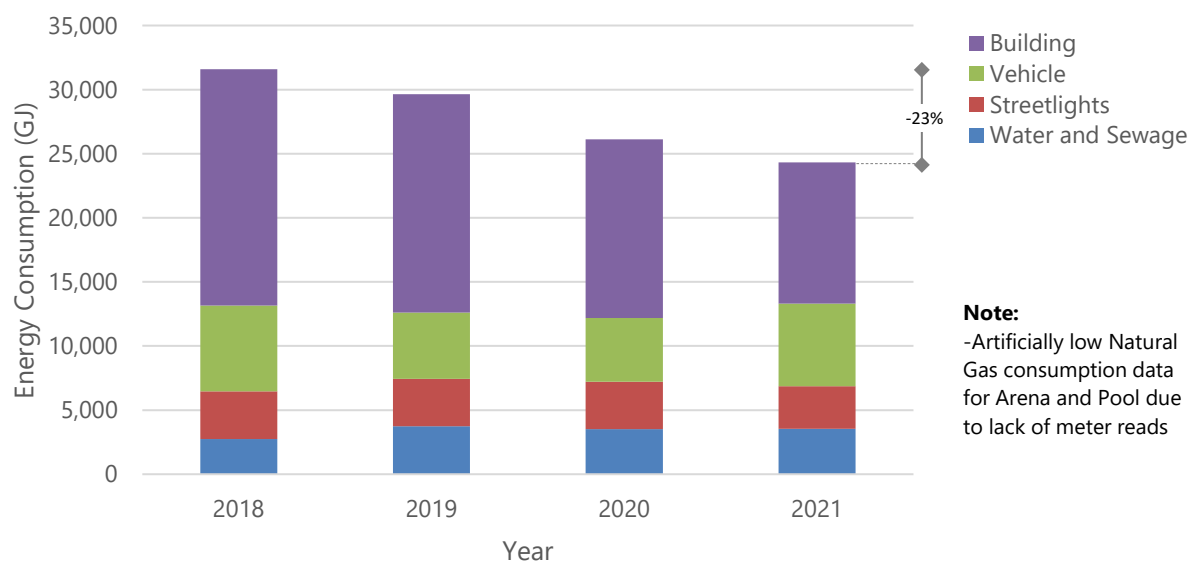
- Streetlights;
- Meter Chambers; and,
- Fleet and Transit.

Energy, GHG and water data for the above-mentioned facilities and assets, are presented below.

## Energy and Greenhouse Gas (GHG) Emissions

Based on the required facilities listed above, the Town submitted initial consumption data for the base year of 2018. This ECDM update report includes updated energy, GHG and water data from 2019-2021. Electricity, natural gas, diesel, gasoline consumption, and GHG emissions, by sector, are represented in the following charts and tables.

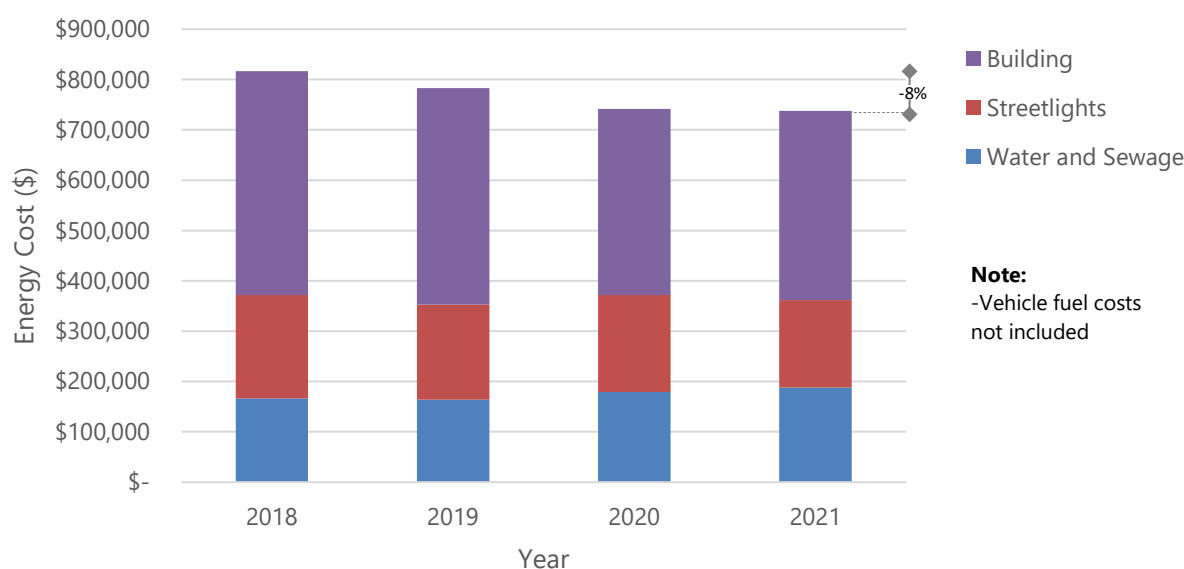
Figure 1: Corporate Energy Consumption (2018 – 2021)



**Figure 1** displays a trend of decreasing energy consumption over time, from 2018 to 2021. The 2021 data, however includes artificially low natural gas consumption data from one of the largest consumers – the Arena and Pool. The missing consumption data is a result of natural gas consumption estimates and reduced frequency of meter reads. Therefore, it should be noted that the 24% decrease in consumption from 2018 (baseline year) to 2021, is likely incorrect, and will be adjusted in the next ECDM update. There will be special consideration of the following natural gas accounts in the future:

- Arena (Account#: 165-1093 154-3712) reducing by 88,206m<sup>3</sup> from 2019 to 2021; and,
- Pool (Account #: 164-7837 246-3414) reducing by 15,616m<sup>3</sup> from 2019 to 2021.

*Figure 2: Corporate Energy Expenditure (2018 – 2021)*



*Table 1: Electricity and Natural Cost*

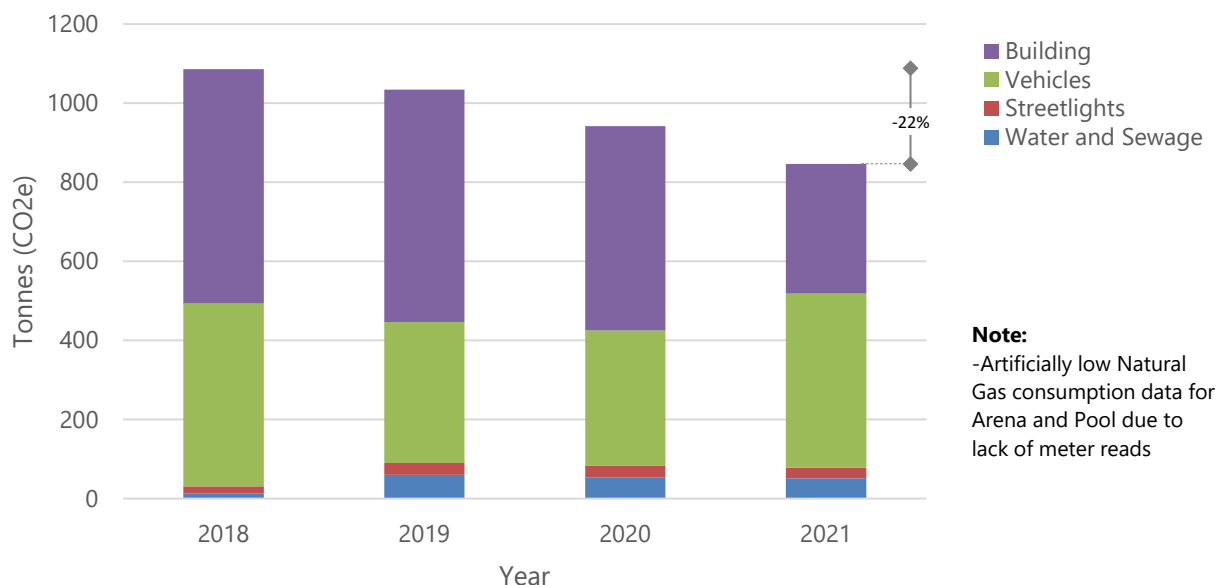
Product	2018	2019	2020	2021
<b>Electricity</b>	\$730,085	\$707,915	\$667,848	\$668,564
<b>Natural Gas</b>	\$83,597	\$75,219	\$73,703	\$69,132
<b>Total</b>	<b>\$816,694</b>	<b>\$783,134</b>	<b>\$741,551</b>	<b>\$737,696</b>

**Figure 2** and **Table 1** display corporate energy expenditures over time, in graphical and tabular formats, respectively. Corporate energy expenditures reduced by 8% from 2018 to 2021, with building energy expenditure increasing by \$6,500 from 2020 to 2021. The increase from 2020 to 2021 is likely a response to reduced building usage during the first year of the COVID-19 pandemic (2020) and an increase in building occupancy the following year.

A more accurate assessment of energy cost and consumption trends will be available following the years 2022 and 2023, which should represent “business as usual” operations.



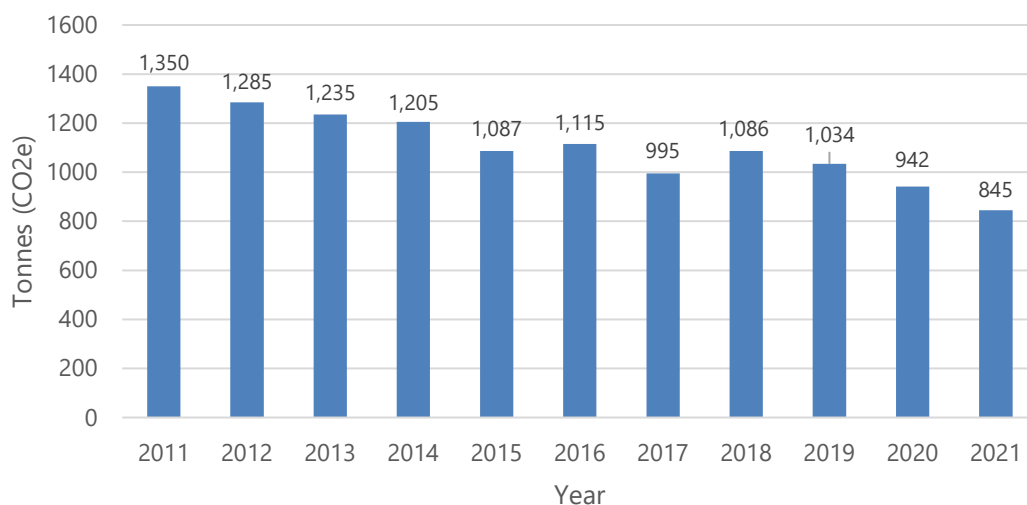
*Figure 3: Total Corporate GHG Emissions by Source (2018 - 2021)*



**Figure 4: Total Corporate GHG Emissions (2011 - 2021)**

displays the Town's GHG emissions by emissions source. As noted above, the 2021 data is likely artificially low due to missing natural gas data for the Arena and Pool; and vehicle emissions for the period of 2019-2021 were estimated based on a fixed mileage assumption for each vehicle.

*Figure 4: Total Corporate GHG Emissions (2011 - 2021)*



A review of total corporate GHG emissions over time, from 2011 to 2021 (**Figure 4**), demonstrates a general GHG emissions reduction trend.

Total GHG emissions, by sector and fuel type, for the 2021 year can be found in the tables below, along with the percent difference from the 2018 baseline year.

Table 2: Greenhouse Gas Emissions (tCO<sub>2</sub>e) by Sector (2021)

Sector	Emissions (tCO <sub>2</sub> e) % Difference from 2018	Energy (GJ) % Difference from 2018
Building	328 -45%	11,007 -40%
Vehicle*	440 -5%	6,467 -3%
Streetlights	27 +50%	3,315 -11%
Water and Sewage	51 +292%	3,538 +29%
<b>Total</b>	<b>845</b> <b>-22%</b>	<b>24,327</b> <b>-23%</b>

\* Assuming 15,000km driven annually per Fleet Vehicle.

Table 3: Energy (GJ) by Source

Source	Emissions (tCO <sub>2</sub> e) % Difference from 2018	Energy (GJ) % Difference from 2018
Electricity	95 +69%	11,768 -40%
Natural Gas	310 -44%	6,092 -46%
Gasoline	161 -35%	2,019 -45%
Diesel	287 +35%	4,020 +34%
Propane	10 N/A	145 N/A
<b>Total</b>	<b>863</b> <b>-20%</b>	<b>24,043</b> <b>-24%</b>

Figure 5: Electricity Consumption and Emissions:

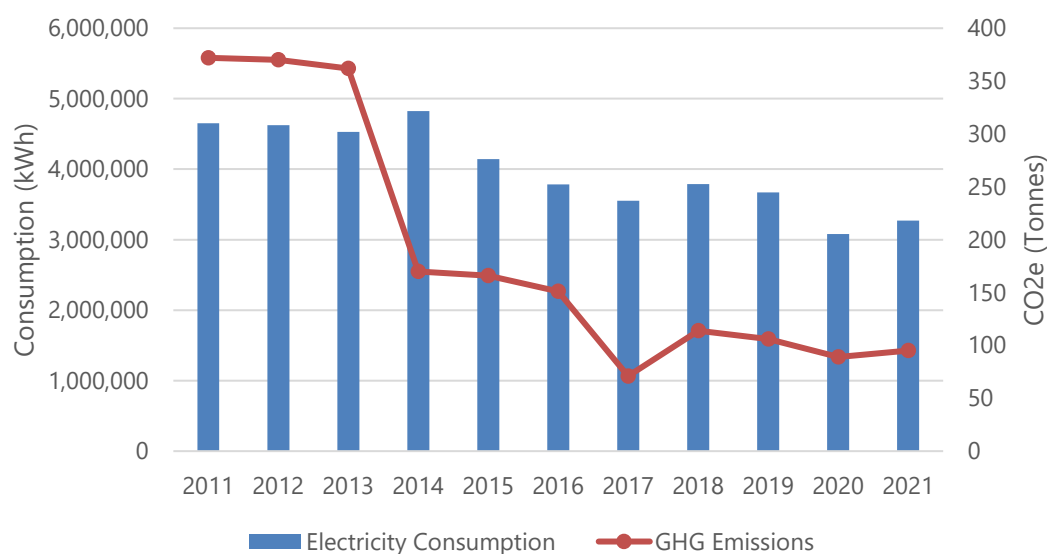
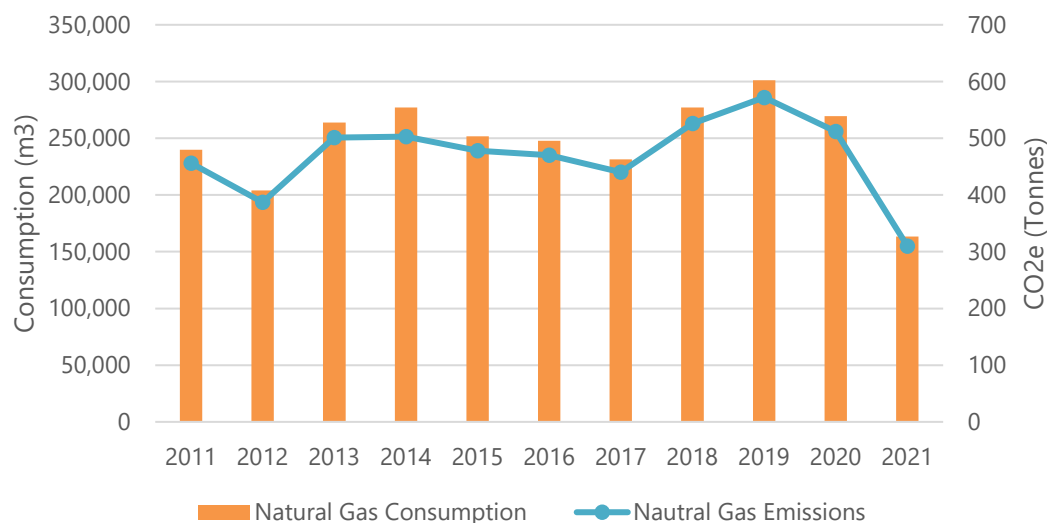


Figure 6: Natural Gas Consumption and Emissions



## Water Consumption Data

**Table 4** contains water consumption data from 2019-2021. An increase in consumption over this period may correlate to a return to work and occupancy in 2021. Building consumption decreased in 2020, likely due to Covid-19 shutdowns; water and sewerage increased that same year, likely representing a shift in general location of water users (from municipal buildings to home).

The following consumption graphs display the relationship between GHG emissions and electricity/natural gas consumption. Natural gas is highly correlated to GHG emissions; the emissions factor remains unchanged over time. For electricity, however, the GHG emissions signature of the electrical grid changes depending on the dominant types of electrical generation feeding the grid at any given time; annual GHG emissions factors are used.

Table 4: Water Consumption

Year*			
2018	35,679	11,442	<b>47,121</b>
2019	36,200	11,035	<b>47,235</b>
2020	33,754	13,513	<b>47,267</b>
2021	45,765	10,021	<b>55,786</b>

## Goals and Objectives for Energy Conservation

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The municipality's goal is to maintain the energy management and conservation in the Broader Public Sector (BPS) while also committing to working with other BPS organizations to better manage energy use across our community. The energy conservation objectives include:

- 1) Improve the energy efficiency of the Corporation by utilizing best practices to reduce the operating costs, energy consumption and greenhouse gas emissions;
- 2) Create a culture of conservation;
- 3) Improve awareness of greenhouse gas emissions and consumption behaviours; and,
- 4) Improve the efficiency of energy use through low-cost/no-cost opportunities by implementing the following:
  - Sound operating and maintenance practices;
  - Employee training and staff awareness;
  - Monitoring and tracking system;
  - Retrofitting of building envelopes;
  - Energy demand management program; and,
  - Investigate new and emerging technology.

The Team feels that if the Town meets its Goals and Objectives above it should be able to achieve the Targets outlined below.

## Targets

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The following targets represent reasonable objectives for the current circumstances given the years of 2020 and 2021 had been impacted by the COVID-19 pandemic that produced artificial reductions largely due to disruptions of operations and services.

- 1) Reduce corporate overall energy consumption by **5%** by 2024 (base year 2018)
- 2) Reduce water consumption in municipal buildings by **5%** by 2024 (base year 2018)
- 3) Reduce gasoline and diesel consumption by **5%** by 2024 for fleet and transit vehicles (base year 2018)

## Target 1: Reduce corporate overall energy consumption by 5% by 2024

Table 5: Electricity and Natural Gas Targets

Energy Source	Unit of Measure	2018 Usage	5% Reduction	2024 Target Usage	2019 Usage	2020 Usage	2021 Usage
<b>Electricity</b>	kWh	3,788,065	189,403	3,598,662	3,671,339	3,079,419	3,268,964
<b>Natural Gas</b>	m <sup>3</sup>	277,192	13,860	263,332	301,153	269,386	163,310**

\* Electricity and natural gas includes buildings, streetlights and water & sewage

\*\* Incomplete data provided for the Arena and Pool's natural gas consumption, leading to an underestimation of consumption

The Town is well on track to achieve its 5% reduction target from an electricity consumption perspective, having reduced Hydro usage by nearly 14% from the 2018 baseline year. The Town's Natural Gas consumption is on pace to reach the 5% target, given that the 2020 data is already at a 3% reduction from the 2018 baseline year.

Figure 7: Electricity and Natural Gas Reduction Targets

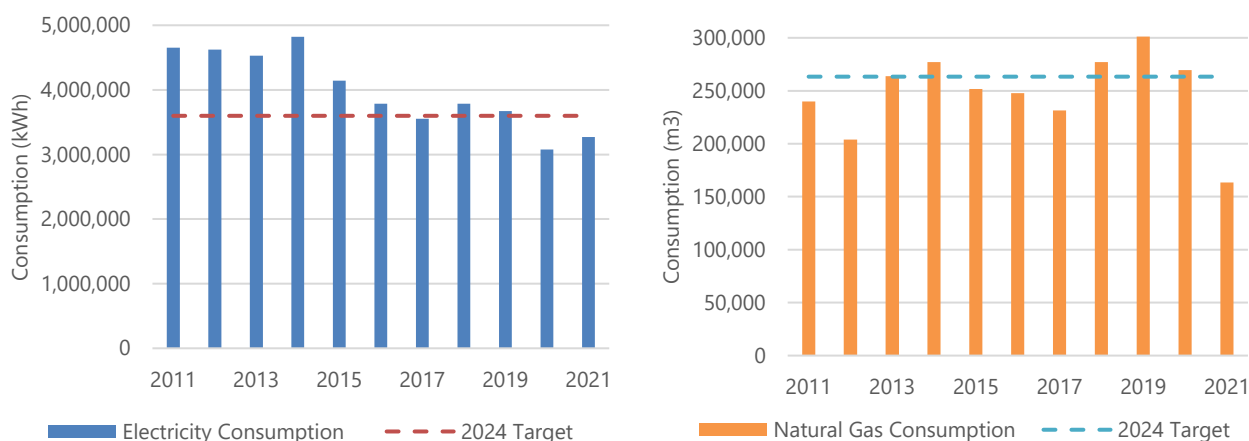


Table 6: Energy (GJ) Targets (assuming a 5% reduction for each energy consumption type)

Sector	2018 Energy Usage (GJ)	2024 Target Energy Usage (GJ)	2019 Energy Usage (GJ)	2020 Energy Usage (GJ)	2021 Energy Usage (GJ)
<b>Buildings</b>	18,416	17,495	17,019	13,916	11,007
<b>Vehicle</b>	6,694	6,255	5,184	4,976	6,467
<b>Streetlights</b>	3,735	3,718	3,688	3,698	3,314
<b>Water &amp; Sewage</b>	2,739	2,602	3,742	3,520	3,538
<b>Total</b>	<b>31,584</b>	<b>30,070</b>	<b>29,633</b>	<b>26,110</b>	<b>24,326</b>

Accounting for the total energy consumption in GJ by energy consumption type, the Town has already surpassed the 5% target as of 2020, which was at a ~23% reduction of total GJ usage

when compared to the 2018 baseline year. With the exception of Water and Sewage, each sector has also met and surpassed the 5% target.

Table 7: GHG Emissions Targets

Sector	2018 Emissions (tCO <sub>2</sub> e)	Target Usage Emissions (tCO <sub>2</sub> e)	2019 Emissions (tCO <sub>2</sub> e)	2020 Emissions (tCO <sub>2</sub> e)	2021 Emissions (tCO <sub>2</sub> e)
<b>Buildings</b>	593	563	588	517	328
<b>Vehicle</b>	462	439	356	341	440
<b>Streetlights</b>	18	17	30	30	27
<b>Water &amp; Sewage</b>	13	12	60	54	51
<b>Total</b>	<b>1,086</b>	<b>1,031</b>	<b>1,034</b>	<b>942</b>	<b>846</b>

\*Refer to **Appendix A** for a complete detailed listing of the Town's 2019, 2020, and 2021 emissions including optional categories.

As of 2021, the Town has also met 2024 GHG reduction targets, primarily due to the GHG emission reductions from the Building sector, which has single-handedly accounted for emission reductions target. As noted earlier, the natural gas consumption from buildings in 2021 is artificially low, and therefore emissions are as well. Corrections will be made in the next update. Emissions from Vehicles, Streetlights, and Water & Sewage either remained stagnant or increased from 2018 – 2021.

## Target 2: Reduce water consumption in municipal buildings by 5% by 2024

Table 8: Water Consumption Targets

Sector	2018 Usage	Target Usage	2019 Usage	2020 Usage	2021 Usage
<b>Buildings</b>	35,679	33,895	36,200	33,754	45,765
<b>Water &amp; Sewage</b>	11,442	10,870	11,035	13,513	10,021
<b>Total</b>	<b>47,121</b>	<b>44,765</b>	<b>47,235</b>	<b>47,267</b>	<b>55,786</b>

The Town increased its water consumption by 15% between 2018 and 2021. Efforts will need to be made to reduce water consumption in order to achieve the 2024 target.

### Target 3: Reduce gasoline and diesel consumption by 5% for fleet and transit vehicles

Table 9: Vehicle Fleet Consumption Targets

Category	2018 Total Usage (L)	Target Usage (L)	2019 Total Usage (L)	2020 Total Usage (L)	2021 Total Usage (L)
<b>Fleet</b>					
Gasoline	79,348	75,381	49,506	48,838	76,306
Diesel	73,874	70,180	58,879	56,590	70,494
<b>Transit</b>					
Diesel	26,449	25,127	32,262	29,714	30,215
<b>Total</b>	<b>179,671</b>	<b>170,688</b>	<b>140,647</b>	<b>135,142</b>	<b>177,015</b>

The Town has reduced its total fleet (transit + vehicle) consumption by 1.5% in 2021 when compared to the 2018 metrics. A key factor in the drop-off in the fleet fuel consumption numbers over 2019 and 2020 can be attributed to the severity of the winter weather each year paired with the pandemic, which directly impacted the fuel consumption levels from the fleet.

Measures will be investigated with the Tecumseh Transit Service (TTS) for the Town to further reduce transit fuel consumption to reach the 5% target consumption.

## Tracking Energy Consumption and Savings

Annual energy reporting is required under Provincial regulation and informs the Town on our utilization of energy, identifies potential energy conservation opportunities and tracks progress on energy conservation efforts. As an update to the ECDM plan, this report outlines the energy consumption from 2019 to 2021 in comparison to the 2018 baseline year. It served as a means of measuring achievements since 2018. To keep the public informed of the developments in this area, the ECDM Annual Update, the previous years' annual energy reports and the 2014 ECDM Plan can be found on the Town's [website](#).

Generally, the energy data collected indicated accelerated reductions specifically absorbed in the years of 2020 and 2021. It is recognized that these may be artificial outcomes emerging from impacts brought forth by the COVID-19 pandemic. A more precise analysis on energy cost and consumption will be available following the years of 2022 and 2023, which should represent regular operations and use of buildings.

- Overall, corporate GHG emissions (tonnes) across all sectors (i.e. buildings, streetlights, and water & sewage, and vehicles) reported were reduced by 20% from 2018 to 2021.  
*Previous: Overall, corporate GHG emissions (tonnes) across all sectors (i.e. buildings, streetlights, and water & sewage) reported in 2014 were reduced 10% by 2018.*
- Overall corporate energy consumption (GJ) across all sectors reported in 2018 was reduced 24% by 2021.  
*Previous: Overall corporate energy consumption (GJ) across all sectors reported in 2014 was reduced 12% by 2018.*
- Overall, corporate energy expenditures (dollars) across all sectors reported in 2018 were reduced by 10% from 2018. This is equivalent to \$78,998 in savings on energy expenditures.  
*Previous: Overall, corporate energy expenditures (dollars) across all sectors reported in 2014 were reduced 5% by 2018. This is equivalent to \$51,889 in savings on energy expenditures.*

## Greatest sources of reductions in Electricity and Natural Gas

- 1) 79% of the absolute electricity reduction was related to the Arena operations;
- 2) 23% of the absolute electricity reduction was due to Streetlight LED conversion;
- 3) 16% of the absolute electricity reduction came from storm sewers operations;
- 4) 9% of the absolute natural gas reduction was attributed to Waterworks (General); and,
- 5) 7% of the absolute natural gas reduction was attributed to Parks Buildings.



## Actions

### Past Initiatives

Prior to the formation of the TecEnergy Team, there was a prioritization of focus on development of an energy conservation culture among the Town's staff and administration. Some conservation project initiatives undertaken prior to the formation of the TecEnergy Team include:

- Installation of programmable thermostats and motion detector lighting within Town buildings;
- 2009 – changeover from T12 fluorescent lighting to more efficient T8 fluorescent lighting in the Historical Society building;
- 2010 – Lighting retrofits to Green Acres Community Centre, Golden Age Community Centre and Arena ice surface lighting Arena – 1,000 watt metal halide to 540 watt fluorescent;
- 2010 – Arena improvements including fibreglass insulation enhancement of Rink B and dehumidifiers changed from four (4) mechanical to two (2) gas powered; and,
- 2010 – 500 kW photovoltaic solar panel installation on the arena rooftop through Essex Power Services.

After the formation of the TecEnergy Team, a more formalized focus was adopted with the objective of improving energy efficiency through low cost/no cost opportunities, including:

- a) Adopting operating and maintenance practices;
- b) Enhancing staff awareness;
- c) Monitoring and tracking energy-consuming systems; and,
- d) Energy management programs.

Over time, projects of larger magnitude were taken on with Council support through annual budgets. Specific actions were as follows:

- 2013 – Public Works Lacasse building and all public works garages changed from high pressure sodium lighting to T5 fluorescent;
  - Garages - 400 watt metal halide to 216 watt fluorescent.
- 2013 – Street light LED pilot project implemented;
- 2013 – Parking lot LED lighting, including McAuliffe and Lakewood parks;
- 2013 – Fire Hall – 70 watt high pressure sodium to 10 watt LED;
- 2013 – Arena energy audit completed;
- 2015 – Arena installation of Ice Temperature Control System;
- 2015 – Energy Audits on the Town Hall, OPP, detachment and Fire Hall;
- 2016 – Streetlight conversion to LED lighting completed;
- 2017 – Walkthrough audits at the Pool and Lacasse Baseball Diamond Buildings in August;
- 2017 – The Arena parking lot lights were replaced with proposed annual energy savings of 17,000 kWh;
- 2019 – St. Clair Beach tennis court lights were changed to LED with activation switches so the lights are on when activated by players;
- 2019 – Joined Partners for Climate Protection (PCP);

- 2019 – Council Declared a Climate Emergency Resolution # 390-19;
- 2020 – Installation of a Building Management System at Town Hall;
- 2021 - Installation of a Building Management System and lighting upgrades at OPP Station;
- 2021 – Lighting retrofits in the Arena converting to LED bulbs and fixtures; and,
- 2021 – Dillon Consulting retained to assist the Town in deepening its energy consumption and GHG emissions reduction efforts through capacity building workshops and meetings with the TecEnergy team and executive team, and updating the ECDM Plan.

Over time, more focus on energy conservation, reduction in GHG emissions and energy cost savings has been linked to broader initiatives to address climate change. For the Town of Tecumseh and many of its neighbouring municipalities within the County of Essex, this was acknowledged through a statement of a climate change emergency. The Town declared a climate emergency in December of 2019 (Resolution #390-19).

## Future Initiatives

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The TecEnergy Team recently participated in a workshop to review and assess the current state of ECDM initiatives and proposed several new initiatives to consider as the Town approaches the 2024 target year, and beyond.

Future energy conservation initiatives, presented below, are categorized into four (4) groups:

- **Overarching**
- **Technical** (ex. switching street lighting from high pressure sodium to LED);
- **Organizational** (ex. establishing policies for an 'Energy First Ethic'); or,
- **Behavioral** (ex. individual actions such as running a daylight harvesting campaign, where lights are turned off on sunny days).

Undertaking energy projects ideally involves evaluation of costs using an internal rate of return (the rate of interest the project could generate), along with simple payback (the number of years it would take to pay off the project from the savings). Typically, more costly conservation projects are bundled with more cost-effective ones, to leverage their development.

Implementation of proposed projects depends on:

- Annual operating and capital budget consideration;
- Establishment of an internal revolving fund;
- Incentives from the Independent Electricity System Operator and/or natural gas and other federal or provincial grant opportunities;
- Availability of qualified staff and contractors; and,
- An internal designated staff member, responsible to champion the ECDM Plan and be accountable for its implementation and results.

Progress on projects should be monitored through annual energy reports prepared under the regulation. All proposed projects, their costs and potential savings arising from this Energy Conservation & Demand Management Plan should be integrated with the Town's capital works plans and the Strategic Asset Management Policy #95.

Except for the Overarching project, the projects listed under the other group headings below have been selected as those that the Town can continue or initiate within normal operations. It is intended that these projects be undertaken in the next two years to continue to make progress while pursuing resources to conduct the Overarching project. The Overarching project is a GHG Reduction and Energy Management Strategy that will lay the foundation for a longer term, strategic plan in energy management.

### Overarching

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- 1) **GHG Reduction and Energy Management Strategy-** The Town has recognized that although energy projects are being implemented and savings are being realized, these projects are often initiated on an ad hoc basis, as the Town currently lacks a clear strategy to guide decision-making, project planning and implementation for GHG reduction and energy management projects. This ECDM plan update identifies future initiatives in the forms of one-off projects and change management activities, however there is a recognized need to develop a GHG reduction and energy management strategy and program, through which future coordinated activities and projects can be planned, budgeted, prioritized, initiated, and monitored. Examples of more substantial projects that such a strategy may consider include different approaches to stormwater ponds and reducing impermeable surfaces, alternate energy systems and sustainable building design.

### Technical

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- 1) **LED conversion of:**
  - a. **Street lighting systems** - Continued conversion of high-pressure sodium and decorative streetlights or pedestrian lights with LED street lights; and,
  - b. **Facility lighting systems** - Conversion of incandescent, florescent, and halogen lamps within corporate facilities to LED lights.
- 2) **Heating, Ventilation and HVAC Upgrades-** The Town has purchased ten new HVAC units for Town Hall; these high efficiency units will be installed by the end of 2022.
- 3) **Waste Audits in Municipal Buildings-** The Essex County Solid Waste Authority conducts waste audits free of charge. As a best practice, all municipal buildings in the Town will undergo a waste audit to identify measures that can be taken to educate staff on current waste and recycling practices.
- 4) **Upgrade Restrooms-** Continued replacement of all restroom fixtures with [WaterSense](#) certified low flow products where applicable.

- 5) **Energy Audits-** Complete energy audits in buildings not previously audited. Audits will assist the Town in prioritizing renewal of building components to increase energy efficiency. Previous audits conducted in 2015 resulted in replacement of Roof Top Units and LED lighting upgrades.
- 6) **Prioritized Retrofits-** Perform prioritized retrofits of inefficient end-of-life energy consumers such as pumping stations. These retrofits should prioritize energy efficiency.
- 7) **Energy Data Management (and dashboard)-** The Town has recognized the need for access to quality energy consumption data, especially to manage and monitor success of energy consumption and GHG emissions reduction projects. Particularly, assumptions made in vehicle fleet km data and missing natural gas data led to inaccurate consumption and GHG emission data for 2021. The Town has retained an energy data management firm affiliated with Essex Powerlines, to enhance data collection and initiate an energy dashboard.
- 8) **Tree Planting Campaigns-** A typical tree can absorb around 21 kilograms of carbon dioxide per year, and over a lifetime of 100 years, one tree could absorb around a tonne of CO<sub>2</sub>. Tree planting initiatives not only sequester carbon, but also improve soil and water conservation, moderate local climate by providing shade, regulate temperature extremes, and provide a sense of wellbeing to residents. Tree planting in residential areas and parks by Town staff is a well-established practice and will be continued.

## Organizational

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- 1) **Efficient Driver Training Program-** Natural Resources Canada offers the SmartDriver program free of charge, giving practical training to help Canada's commercial and institutional fleets lower their fuel consumption, operating costs and harmful vehicle emissions. Fleet energy-management training helps truckers, transit operators, school bus and other professional drivers improve fuel efficiency by up to 35 percent. Courses are offered from [Natural Resources Canada on Highway Trucking](#) as web-based training for multiple fleet types, including forestry, transit, school bus, city fleet and general city driving. Measures will be taken to provide training for all municipal and affiliated fleet operators, including town vehicles, heavy equipment/truck operators, and transit operators.
- 2) **Green Fleet Policy-** Consideration will be given to developing a Green Fleet Policy. Such a policy would provide guidelines for the procurement, management, and operation of clean fleet vehicles to:
  - a) Reduce the consumption of petroleum fuels and other non-renewable resources;
  - b) Replace petroleum/diesel fuels with renewable/sustainable alternatives;
  - c) Reduce vehicle emissions;
  - d) Maximize fuel efficiency; and
  - e) Reduce costs and save money.

Prior to consideration of a Green Fleet policy, a comprehensive fleet utilization analysis is needed to determine the appropriate number of vehicles, size of vehicles and lifecycle of equipment are required by the Town. This analysis will assess the degree to which the Town could incorporate a Green Fleet Policy into its operations. This initiative will look at options, both current and future, based on data available from the Town's operations, budgets and trends in the auto industry. New incoming personnel planned for 2024 in accordance with the Town's recent organizational review will serve to support and execute this initiative.

- 3) **Electric Transit Bus-** The current diesel consuming internal combustion engine transit buses account for approximately 10% of the Town's GHG emissions. A transition of the bus fleet to electric vehicle transit buses can reduce the Town's direct emissions and will help improve local air quality. The federal government via the Federation of Canadian Municipalities (FCM) has programs in place to provide financial aid to municipalities intending to transition the transit fleet to electric vehicles. In 2022, the Town submitted an application for consideration by Infrastructure Canada under the Rural Transit Solutions fund for the acquisition of electric buses. A decision on the application should be rendered soon.
- 4) **Water Monitoring-** Initiate monthly water consumption monitoring. New and existing fixtures will be monitored for leaks and repaired as required.
- 5) **On-Demand Transit-** The Town has been using on-demand technology as an alternative delivery model for the Tecumseh Transit Service (TTS) as part of a pilot project which extends to the end of 2022. On-demand transit service uses computer algorithms in response to service requests, made through an app on a smartphone, to develop instantaneous routing. As a result, stops can be served more efficiently as the bus goes directly to where and when people are waiting, instead of following a pre-planned route and schedule. Accordingly, depending on the extent of the use of the on-demand delivery model beyond the end of the pilot project, the amount of fuel used and GHG emissions can effectively be reduced as there may be periods of the day when the bus will not be running as demand does not warrant it.
- 6) **Collaborate with Other Broader Public Sector (BPS) Organizations-** work with other BPSs to develop relationships that collaboratively foster energy conservation and share best practices.
- 7) **Maintain Flexible Work Options-** During the pandemic, the world had to quickly adjust to remote and flexible work options, which has led to reduction in GHG emissions resulting from electricity and natural gas consumption reductions and decreased transportation emissions. Allowing the Town's employees to maintain flexible work options could continue to curb those emissions moving forward and has been implemented through a Flexible Work Policy approved by Council in mid-2022.

## Behavioural

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- 1) **Internal 'Energy First' Ethic:** It is recommended that Town of Tecumseh builds an “energy first” ethic across the organization by:
  - a. Ensuring the Asset Management Plan integrates sustainability for community assets including energy infrastructure, with consistent measures to implement it;
  - b. Amending the Town’s Procurement Policy to incorporate consideration for the life-cycle implications of energy use of new community assets; and,
  - c. Establishing a mechanism to re-invest energy dollars saved to fund other climate change and energy related initiatives.
- 2) **Staff Education** – bolster communications to keep staff apprised of trending energy conservation practices regularly, and for every season. This may include lunch and learn sessions, workshops, webinars, guest lectures, etc.
- 3) **Active Transportation Incentives-** Motivating employees to make use of alternate means of transportation, including walk and bike to work and use of public transit can make a significant impact to behavioural changes. This can be in the form of a financial reward system, or in the form of a subsidy towards the purchase of active transportation equipment (such as a bicycle or running shoes).
- 4) **Energy Use Gamification-** Use of personal energy use metrics, and consider developing staff energy “dashboards”, to raise awareness and encourage staff to reduce their personal emissions (at home and at work). For example, an Energy Dashboard could make employees aware of their ecological impact on the environment by showing them the reduction of their GHG emissions when selecting a more sustainable travel alternative. It can also be utilized via gamification to have employees compete against each other to be the most environmentally-friendly Town employee.
- 5) **Online Platforms-** Continuing to promote and provide online or web-based platforms for remote and virtual meetings and engagement will reduce associated travel to meetings, events and conference venues by employees and elected officials.

## Changes from Previous Plan

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While the municipality met its modest conservation objectives from the 2014 plan, the Town's Administration recognizes that more can take place to ensure efficiencies and savings continue and that new conservation measures are identified and acted upon.

The key changes needed to ensure the success of the updated plan include:

- Incorporate energy management into a managerial job description to ensure that there is proper resourcing of and accountability for the ECDM Plan. This position will also serve as the Town's liaison with the County's Regional Energy Plan (REP) to coordinate municipal implementation efforts. In 2021, the Manager, Facilities and Energy Management (MFEM) position had been formalized and personnel employed.
- Make the necessary budget process adjustments identified in the ECDM to provide adequate resources needed to implement the Plan and participate in the implementation of the County REP;
- Seek external professional advice from time to time, such as the energy and waste audits set out in this Plan as well as best practices and strategies available to inform this Plan and keep it current;
- Take guidance from climate advisors under the newly adopted Partners for Climate Protection (PCP) Tool;
- Ensure staff are informed on energy conservation and promote a corporate-wide Energy First ethic; and,
- Adopt a continuous improvement approach to energy conservation, including annual monitoring of Plan performance and updates as needed, with a complete review at least every five (5) years.

## COVID-19 Impact

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Since the last ECDM, the world has experienced a major disruption through the means of the global pandemic, which temporarily and in certain cases, permanently shifted the behaviour of how individuals and communities interact and operate on a day-to-day basis. Since its inception in 2020, the pandemic has directly impacted the Town's:

- Building occupancy levels;
- Electricity, natural gas, vehicle km, water consumption levels; and,
- Transit utilization rate.

Whether these events will reshape the Town's future operations is yet to be seen. In certain cases the pandemic acted as an accelerator for changes that were already underway such as work from home arrangement and virtual meetings. In other cases, emission sources from business travel and energy consumption are projected to increase, as it becomes safer to have face-to-face interactions.

The pandemic has positively impacted the Town's efforts to reduce GHG emissions; however



these reductions may not persist. As the world transitions out of the pandemic, there may be an uptick in GHG emissions in the next 3-4 years, which may impact the approach to the ECDM plan update after 2024.

## Next Steps

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As Tecumseh approaches the 2024 milestone year for the ECDM plan goals, it is our intention to build momentum and continue taking action to reduce energy and emissions. The Town will maintain current targets until 2024 and re-evaluate conservation opportunities along with identifying prospective options that can be incorporated as part of routine operations while continuing to seek reduction strategies. In the meantime, there is a need in undertaking the GHG Reduction and Energy Management Strategy as outlined in this report. This will help the Town map out the strategic prioritization of initiatives by maximizing GHG reductions and optimizing costs to the Town. The TecEnergy Team will pursue partnerships and resources to enable this strategy.

Additionally, the TecEnergy Team will review the ECDM plan on an annual basis, with a report to Council. They will analyze the results of the proposed measures and determine if adjustments to the plan are required. Initiatives may be added to the plan as new opportunities arise.

Plan implementation will be conducted over the next few years with the next full review scheduled for 2024 and coordinated efforts will be instituted across Town departments for collaboration on the tasks and projects identified in this Plan.



## Appendix A

### 2019 Energy and Emissions Data

Department	#	Type	Electricity & Water						Natural Gas				Gasoline		Diesel		Total
			kWh	GI	GHG(t)	Water (m3)	Sewer	\$	m3	GI	GHG(t)	\$	Litres	GHG(t)	Litres	GHG(t)	GHG(t)
Tecumseh Town Hall	1200	Building	131,247	472	4	831	831	\$18,077	11,895	444	23	\$3,037					26
Fire Hall 1	2100	Building	38,193	137	1	193	193	\$6,976	9,088	339	17	\$2,408					18
Fire Hall 2	2100	Building	43,550	157	1	121	-	\$7,907	9,697	362	18	\$2,517					20
Police Station	2200	Building	88,325	318	3	120	120	\$12,226	6,388	238	12	\$1,758					15
Roadways - PW Yard	3100	Building	30,231	109	1	348	348	\$5,112	23,865	890	45	\$6,040					46
Roadways - PW Shed	3100	Building	18,911	68	1	67	67	\$3,722	5,871	219	11	\$1,615					12
Street Lights	3500	Street/Traffic Lights	877,761	3,160	25	-	-	\$168,898	-	-	-						25
Traffic Signal	3520	Street/Traffic Lights	146,647	528	4	-	-	\$19,788	-	-	-						4
Sanitary Sewer	4100	Water and Sewage	192,305	692	6	12	12	\$23,455	-	-	-						6
Storm Sewer	4200	Water and Sewage	570,966	2,055	17	-	-	\$106,411	-	-	-						17
Waterworks (General)	4300	Water and Sewage	54,125	195	2	174	174	\$8,102	18,963	707	36	\$4,723					38
Watermain	4310	Water and Sewage	25,707	93	1	-	-	\$7,659	-	-	-						1
Oasis Pump House	4340	Water and Sewage	-	-	-	10,849	-	\$13,795	-	-	-						-
Golden Age Club	6200	Building	31,580	114	1	441	441	\$5,525	5,689	212	11	\$1,593					12
Parks (General)	7100	Building	105,558	380	3	20,474	2,345	\$59,357	15,001	560	28	\$5,180					32
Parks Building	7110	Building	15,722	57	0	701	701	\$5,326	11,974	447	23	\$1,906					23
Arena	7500	Building	1,222,923	4,403	35	10,495	10,495	\$217,529	163,491	6,098	311	\$39,517					346
Pool	7550	Building	69,280	249	2	2,392	2,392	\$16,282	19,231	717	37	\$4,926					39
Museum	7701	Building	8,310	30	0	17	17	\$1,766	-	-	-						0
Fuel - Fleet		Vehicle											49,506	109	58,879	159	268
Fuel - Transit		Vehicle													32,262	87	87
<b>Total</b>			<b>3,671,339</b>	<b>13,217</b>	<b>106</b>	<b>47,235</b>	<b>18,136</b>	<b>\$707,915</b>	<b>301,153</b>	<b>11,233</b>	<b>572</b>	<b>\$75,219</b>	<b>49,506</b>	<b>109</b>	<b>91,141</b>	<b>247</b>	<b>1,034</b>
<b>By Type</b>		<b>Building</b>	<b>1,803,828</b>	<b>6,494</b>	<b>52</b>	<b>36,200</b>	<b>17,950</b>	<b>\$350,806</b>	<b>282,190</b>	<b>10,526</b>	<b>536</b>	<b>\$70,496.2</b>					<b>588</b>
		Street/Traffic Lights	1,024,408	3,688	30	-	-	\$188,687	-	-	-	-	-	-	-	-	30
		Water and Sewage	843,103	3,035	24	11,035	186	\$159,422	18,963	707	36	\$4,722.9	-	-	-	-	60
		Vehicle	-	-	-	-	-	-	-	-	-	-	49,506	109	91,141	247	356

## 2020 Energy and Emissions Data

Department	#	Type	Electricity & Water						Natural Gas				Gasoline		Diesel		Total
			kWh	GI	GHG(t)	Water (m3)	Sewer	\$	m3	GI	GHG(t)	\$	Litres	GHG(t)	Litres	GHG(t)	GHG (t)
Tecumseh Town Hall	1200	Building	123,965	446	4	311	311	\$16,440	15,080	562	29	\$4,232					32
Fire Hall 1	2100	Building	40,922	147	1	167	167	\$7,499	7,413	277	14	\$2,203					15
Fire Hall 2	2100	Building	41,809	151	1	123	54	\$7,516	10,166	379	19	\$2,916					21
Police Station	2200	Building	82,501	297	2	265	265	\$12,674	5,860	219	11	\$1,781					14
Roadways - PW Yard	3100	Building	28,774	104	1	166	166	\$4,867	25,927	967	49	\$7,156					50
Roadways - PW Shed	3100	Building	17,906	64	1	43	43	\$3,526	5,758	215	11	\$1,777					11
Street Lights	3500	Street/Traffic Lights	881,267	3,173	26			\$172,571			-						26
Traffic Signal	3520	Street/Traffic Lights	145,968	525	4			\$20,284			-						4
Sanitary Sewer	4100	Water and Sewage	198,770	716	6			\$25,482			-						6
Storm Sewer	4200	Water and Sewage	529,225	1,905	15			\$116,514			-						15
Waterworks (General)	4300	Water and Sewage	54,383	196	2	155	155	\$8,040	16,083	600	31	\$4,438					32
Watermain	4310	Water and Sewage	28,776	104	1			\$7,422			-						1
Oasis Pump House	4340	Water and Sewage		-	-	13,358	-	\$17,298			-						-
Golden Age Club	6200	Building	14,166	51	0	79	79	\$2,760	6,058	226	12	\$1,852					12
Parks (General)	7100	Building	71,094	256	2	26,644	16,281	\$84,468	13,916	519	26	\$4,989					28
Parks Building	7110	Building	11,440	41	0	400	400	\$4,060	9,714	362	18	\$1,774					19
Arena	7500	Building	787,959	2,837	23	5,548	5,548	\$150,992	139,767	5,213	265	\$36,726					288
Pool	7550	Building	12,847	46	0			\$3,796	13,645	509	26	\$3,858					26
Museum	7701	Building	7,649	28	0	8	8	\$1,638			-						0
Fuel - Fleet		Vehicle											48,838	107	56,590	153	260
Fuel - Transit		Vehicle													29,714	80	80
<b>Total</b>			<b>3,070,420</b>	<b>11,086</b>	<b>89</b>	<b>47,267</b>	<b>23,477</b>	<b>\$667,848</b>	<b>269,387</b>	<b>10,048</b>	<b>512</b>	<b>\$73,703</b>	<b>48,838</b>	<b>107</b>	<b>86,304</b>	<b>234</b>	<b>942</b>
<b>By Type</b>		<b>Building</b>	<b>1,241,032</b>	<b>4,468</b>	<b>26</b>	<b>33,754</b>	<b>23,222</b>	<b>\$200,237</b>	<b>253,204</b>	<b>9,448</b>	<b>481</b>	<b>\$69,266</b>					<b>517</b>
		Street/Traffic Lights	1,027,234	3,698	30	-	-	\$192,855	-	-	-	-	-	-	-	-	30
		Water and Sewage	811,154	2,920	24	13,513	155	\$174,756	16,083	600	31	\$4,438	-	-	-	-	54
		Vehicle	-	-	-	-	-	-	-	-	-	-	48,838	107	86,304	234	341

## 2021 Energy and Emissions Data

Department	#	Type	Electricity & Water						Natural Gas				Gas		Diesel		Total
			kWh	GI	GHG(t)	Water (m3)	Sewer	\$	m3	GI	GHG(t)	\$	Litres	GHG(t)	Litres	GHG(t)	GHG (t)
Tecumseh Town Hall	1200	Building	121,678	438	4	853	853	\$17,436	14,605	545	28	\$5,515					31
Fire Hall 1	2100	Building	41,665	150	1	283	283	\$8,056	5,137	192	10	\$2,500					11
Fire Hall 2	2100	Building	81,842	295	2	108	-	\$7,672	8,046	300	15	\$3,069					18
Police Station	2200	Building	71,155	256	2	160	160	\$11,206	4,083	152	8	\$2,124					10
Roadways - PW Yard	3100	Building	26,897	97	1	683	2,001	\$5,952	7,775	290	15	\$3,007					16
Roadways - PW Shed	3100	Building	23,196	84	1	68	68	\$3,885	3,943	147	7	\$1,595					8
Street Lights	3500	Street/Traffic Lights	764,747	2,753	22			\$152,891		-	-						22
Traffic Signal	3520	Street/Traffic Lights	156,029	562	5			\$20,828		-	-						5
Sanitary Sewer	4100	Water and Sewage	204,416	736	6	2	2	\$22,482		-	-						6
Storm Sewer	4200	Water and Sewage	507,242	1,826	15			\$131,172		-	-						15
Waterworks (General)	4300	Water and Sewage	54,610	197	2	213	213	\$8,215	13,907	519	26	\$5,174					28
Watermain	4310	Water and Sewage	72,383	261	2			\$7,776		-	-						2
Oasis Pump House	4340	Water and Sewage		-	-	9,806	-	\$13,148		-	-						-
Golden Age Club	6200	Building	13,934	50	0	95	95	\$2,694	6,391	238	12	\$2,044					13
Parks (General)	7100	Building	146,867	529	4	35,067	17,627	\$90,225	12,669	473	24	\$4,868					28
Parks Building	7110	Building	13,895	50	0	841	848	\$5,639	7,854	293	15	\$3,943					15
Arena	7500	Building	903,820	3,254	26	5,954	5,954	\$144,126	75,285	2,808	143	\$32,837					169
Pool	7550	Building	56,552	204	2	1,640	1,640	\$13,367	3,615	135	7	\$2,456					9
Museum	7701	Building	8,037	29	0	13	13	\$1,793		-	-						0
Fuel - Fleet		Vehicle											76,306	168	70,494	191	358
Fuel - Transit		Vehicle													30,215	82	82
<b>Total</b>			<b>3,268,965</b>	<b>11,768</b>	<b>95</b>	<b>55,786</b>	<b>29,757</b>	<b>\$668,564</b>	<b>163,311</b>	<b>6,091</b>	<b>310</b>	<b>\$69,132</b>	<b>76,306</b>	<b>168</b>	<b>100,709</b>	<b>273</b>	<b>845</b>
<b>By Type</b>		<b>Building</b>	<b>1,509,538</b>	<b>5,424</b>	<b>44</b>	<b>45,765</b>	<b>20,542</b>	<b>\$212,050</b>	<b>149,402</b>	<b>5,572</b>	<b>284</b>	<b>\$62,958</b>					<b>228</b>
		Street/Traffic Lights	920,775	3,315	27	-	-	\$173,719	-	-	-	-	-	-	-	-	27
		Water and Sewage	838,651	3,019	24	10,021	215	\$182,795	13,907	519	26	\$5,174	-	-	-	-	51
		Vehicle	-	-	-	-	-	-	-	-	-	-	76,306.0	168	100,709	273	440



## The Corporation of the Town of Tecumseh

Community & Recreation Services

**To:** Mayor and Members of Council

**From:** Paul Anthony, Director Community & Recreation Services

**Date to Council:** December 13, 2022

**Report Number:** CRS-2022-17

**Subject:** 2022 Parks Five (5) Year Capital Works Plan

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### Recommendations

It is recommended:

**That** the Parks Capital Projects as summarized in Attachment 1 to Report CRS-2022-17 2023-2027 Parks Capital Works Plan, **be adopted**;

**And that** the 2023-2027 Parks Capital Projects be funded through the Parks Lifecycle Reserve, New Infrastructure Levy (NIL), Grants and Community Contributions.

### Executive Summary

The purpose of this report is to present to Council for its formal adoption the 2023-2027 Parks Five (5) Year Capital Works Plan.

The detailed capital project plan includes park infrastructure upgrades, renovations and improvements planned for 2023 to 2027.

Lifecycle reserves are used to fund replacement and repair, as well as new projects.

## Background

Approval of the 2023 – 2027 Capital Works Projects is sought to maintain a consistently high level of service and to improve the Town's park-related infrastructure in a timely manner.

The recommended projects are intended to upgrade existing parks and to develop playgrounds that are most in need of improvements. The objective is to deliver high quality parks amenities at a consistent level throughout the Town. The proposed projects reflect needs identified in the Parks and Recreation Master Plan completed in 2008 (and updated in 2021), as well as through consultations with various individual park users and formal user groups such as Tecumseh Minor Baseball, Tecumseh Minor Soccer, and St Mary's Athletic Association.

In addition to the Master Plan, at the March 29, 2022 Special Meeting of Council, the members considered the Community & Recreation Services Capital Priorities 2023-2026 Presentation and passed Motion (RCM-12/22) which reads as follows:

**That** the Community & Recreation Services presentation on Capital Priorities 2023-2026 **be received** as presented;

**And that** Administration **be directed** to move forward with implementation of Scenario 1 by taking the following measures:

- update the previously approved CRS-2022-01 Parks Capital Works Plan to include the Bert Lacasse Ball Diamond Upgrades under Scenario 1 for Council consideration;
- present a Community & Recreation Services Capital Works Plan 2023-2026 for Council consideration based on Scenario 1;

**And further that** Administration **be directed** to monitor for senior government funding opportunities to implement Scenario 2, with a report to Council for direction, should a program become available.

Some projects have been carried over from 2022 for completion in 2023 due primarily to supply issues related to the COVID-19 pandemic.

## Comments

All future capital projects for parks are summarized in Attachment 1. The following are previously approved projects that will be completed in 2023.

Lakewood North – Historical Storyboard Installation	\$10,000
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- This project is requested to be carried over to 2023, as ongoing historical information gathering on Lakewood Golf Course is not complete. It is anticipated this project will be completed by the first quarter of 2023.

Chippewa Park – Court Refurbishing \$20,000

- The furniture portion of this project is requested to be carried over to 2023. In 2022 the replacement of the lock stone with a cement pad took place. The remaining part of the project is to replace the furniture and waste receptable units. This will be completed by the second quarter of 2023.

Lacasse Baseball Grandstand – Replacement Design \$81,600

- The funding for Phase 2 of the architect contract for the design and replacement of the Lacasse Grandstand project is being carried over to complete the remaining architect contract for the Phase 2 fees for this project.

Lacasse Baseball Grandstand – Replacement Project \$3,141,000

- The funding for the construction of the Lacasse Baseball Grandstands is requested to be carried over to 2023. This project was approved by Council on April 7, 2022, through Council report CRS-2022-05 (Resolution 111/22). The architect design work was undertaken and completed in November 2022, and the RFT was issued in late December. The work consists of replacement of the grandstands, backstop and entrance plaza area. The project is scheduled to be completed by the third quarter of 2023.

Rocheleau Park – Toddler Playset Installation \$25,000

- A new single playset was installed in 2021 to replace the two existing outdated pieces of equipment. Although the new playset was designed to accommodate age groups from 18 months to 12 years, feedback from the neighbouring parks users pointed out that a separate unit dedicated for the toddler age group of 18 months to 6 years is preferred. Therefore, a small new unit designed solely for the toddlers is to be added.

Shawanoe – Playset Replacement \$70,000

- The playset at Shawanoe has reached the end of its useful life, showing signs of deterioration in the metal structure and badly faded paint and plastic components. The existing pea stone surfacing material will also be removed and replaced with the engineered woodchips.

Lakewood Park – Design Washrooms and Splash Pad \$75,000

- The architect RFP was awarded in the fourth quarter of 2022. Funding carried over to 2023 will be used to finalize the design and put the project out for tender. The expansion of the washrooms is part of the Lakewood Park Master plan adopted in 2013. This building will also house the mechanical components of the splash pad.

The following are identified for improvements under the proposed 2023 Capital Works Plan:

### **Parks Development 2023**

Bench and Garbage Can Installations \$16,000

- Requests for new garbage cans and benches are received throughout the year, including memorial benches, with the units to be installed in various parks. A number of existing benches will also be refurbished by paint stripping, powder coating and replacing wooden boards.

Sports Fields Top Dressing and Over Seeding \$16,000

- With the elimination of pesticides for the control of weeds in turf areas, the Town now relies on cultural practices to maintain and enhance the sports fields such as the application of sand, compost and topsoil to level the fields, as well as over-seeding to improve the thickness of the turf. All the sports fields used by soccer and baseball will be treated as required to keep them in excellent playing condition.

Install Manufactured Wood Chips under Playsets \$18,000

- At present, only one of our 22 park playgrounds (Century Park) still has pea stone underneath the equipment as fall protection material, not including the two parks slated for complete replacement (Shawanoe and Baillargeon). Manufactured wood chips are now the preferred surfacing; these meet current standards, provide the required fall protection, and improve accessibility. At the end of 2023, all our playsets will be outfitted with either rubber or the wood fiber, providing a much-needed layer of protection for the users of our playgrounds.

Annual Project Allocation \$25,000

- The requested funding will allow the parks department to address smaller issues that come up during the year, such as an emergency replacement of a swing set, unforeseen small drainage work, etc. As well, annual inspections may reveal

equipment failures. Any use of Annual Project Allocation will be reported to Council through the regular budget variance reporting.

Disc Golf Expansion \$14,000

- In consultation with the Disc Golf user group, the course's current holes at Lakewood will be expanded in 2023. New alternative tee boxes will be installed at certain holes to improve the level of play for the users. New posts and signs will also be installed.

Piqua Park – Basketball Court Refurbishing \$45,000

- The full-sized basketball court at Piqua has proven to be very popular despite the absence of a coloured acrylic top surface. New coating will improve the playability of the courts and enhance the users' enjoyment of the park. This will complement the new posts and backboards installed in the summer of 2022.

Baillargeon – Playset Replacement \$70,000

- The playset at Baillargeon has reached the end of its useful life, showing signs of deterioration in the metal structure and badly faded paint and plastic components. The existing pea stone surfacing material will also be removed and replaced with the engineered woodchips.

Lakewood – Tree Carving \$15,000

- Windsor Essex Community Foundation (WECF) is working with all Windsor-Essex communities to invest in a Waterfront Legacy Project. The WECF has committed to fund a tree carving project at Lakewood Park in the beach area. A mature Cottonwood Poplar showing signs of severe decline with excessive deadwood in the crown which now poses a hazard will be mostly removed, leaving the trunk retained for carving. The carving will have an Indigenous theme and Administration will work with WECF and the Indigenous Community to come up with the design, which will be presented to Council for final approval.

Capital Project Management \$150,000

- The development of the Community and Recreation Services Capital Priorities endorsed by Council on March 29, 2022, requires dedicated capital project management. The services of an external project manager are required to ensure projects proceed in a timely manner, while staying within budget. This funding will cover the cost of the project manager for the projects of approved Scenario 1.



Southfield – Multi-Use Court \$110,000

- The area immediately surrounding Southfield has undergone significant residential expansion with the construction of two new apartment buildings, adding 142 new dwelling units. An expansion of the park amenities is timely with the anticipated new residents in this area. A new multi-use court is planned for basketball and pickleball opportunities.

L'Essor High School – Artificial Turf Soccer Field \$2,000,000

- A joint project with the French School Board will see the main sports field at the L'Essor High School converted into an artificial turf field allowing for greatly expanded scheduling opportunities. The project will be led by the school board in partnership with the Town.

Lakewood Park – Washroom & Splashpad Construction \$2,000,000

- A splash pad and outdoor washrooms are planned for installation in Lakewood as part of the Lakewood Master Plan adopted in 2013. Improvements and expansions of washroom facilities will be required to service the new splash pad and park users. A tender will be advertised in first quarter of 2023 for the washrooms and for proposals for a splash pad with installation of both planned for 2023.

## **Parks Development 2024**

Capital Project Management \$100,000

- The development of the Community and Recreation Services Capital Priorities endorsed by Council on March 29, 2022, requires dedicated capital project management. The services of an external project manager are required to ensure the projects proceed in a timely manner, while staying within budget. This funding will cover the cost of the project manager the projects of approved Scenario 1.

L'Essor High School – Artificial Turf Soccer Field \$1,000,000

- A joint project with the French School Board will see a second sports field at L'Essor High School converted into artificial turf field allowing for greatly expanded scheduling opportunities.

Artificial Turf Sports Fields \$2,500,000

- As part of the Community and Recreation Services Capital Priorities presentation endorsed by Council on March 29, 2022, funding is to provide for an upgrade at McAuliffe Park for the lighted ball diamond replacing the existing dirt infield and

grass outfield with artificial turf playing surface. The funding also allows for the replacement of a turf soccer field with an artificial turf field and perimeter fencing at either McAuliffe Park or Town Centre Park.

Southfield Park – Washroom & Splashpad Construction \$1,000,000

- A splash pad and outdoor washrooms are planned for installation in Southfield Park as part of the Community and Recreation Services Capital Priorities presentation endorsed by Council on March 29, 2022. A new washroom facility will be required to service the new splash pad, along with park users. A tender will be advertised in first quarter of 2024, for the washrooms and for proposals for a splash pad with installation of both planned for 2024.

St. Mary's - Playset Replacement \$100,000

- The playset at St. Mary's is approaching the end of its useful life, showing signs of deterioration in the metal structure and badly faded paint and plastic components. The existing pea stone surfacing material will also be removed and replaced with the engineered woodchips.

## **Parks Development 2025**

Ticonderoga - Playset Replacement \$100,000

- The playset at Ticonderoga is approaching the end of its useful life, showing signs of deterioration in the metal structure and badly faded paint and plastic components. The existing pea stone surfacing material will also be removed and replaced with the engineered woodchips.

Lakewood Park – Picnic Shelter \$1,000,000

- A picnic shelter is planned for installation in Lakewood Park as part of the Community and Recreation Services Capital Priorities presentation endorsed by Council on March 29, 2022. A new shelter will provide residents and community groups with another venue to host their family and community events on site at Lakewood Park.

Pickleball Lighting – Lacasse Park \$70,000

- Installation of lighting poles and LED fixtures onto existing bases installed as part of the original construction completed in 2022. This will allow for additional playing time in early spring and late fall within this new facility.

## **Parks Development 2024 to 2027 Recurring Projects**

The following items are proposed to be ongoing annual allocations for each of the future four years:

Bench and Garbage Can Installations \$16,000

- Requests for new garbage cans and benches are received throughout the year, including memorial benches, and the units will be installed in various parks. A number of existing benches will also be refurbished by paint stripping, powder coating and replacing wooden boards.

Sports Fields Top Dressing and Over Seeding \$16,000

- With the elimination of pesticides for the control of weeds in turf areas, the Town now relies on cultural practices to maintain and enhance the sports fields in Town such as the application of sand, compost and topsoil to level the fields, as well as over seeding to improve the thickness of the turf. All the sports fields used by soccer and baseball will be treated as required to keep them in excellent playing condition.

Annual Project Allocation \$45,000

- The requested funding will allow the parks department to address smaller issues that come up during the course of the year, such as an emergency replacement of a swing set, unforeseen small drainage work, etc. As well, annual inspections may reveal equipment failures. Any use of Annual Project Allocation will be reported to Council through the regular budget variance reporting.

## **Reforestation 2023 to 2027**

Tree Planting on an Annual Basis \$30,000

- New trees will be planted to replace all the trees removed throughout the Town, as well as in response to individual requests from homeowners wishing to have a tree planted on the right-of-way in front of their house. Additional trees will be planted in various parks to expand the available forest cover. This will be an ongoing annual planting program, modified to meet the needs as they present themselves over the years.

## Trails 2023

Perimeter Trail at Southfield

\$150,000

- Currently there is one single cement path along the southern property of Southfield Park. With the expanded residential development nearing completion north of the park, additional pathways are needed for the new residents. A perimeter 10 foot wide by 900-foot-long asphalt trail is proposed that will connect the park with neighbouring community.

## Trails 2024 to 2027

- Given the current annual allocation of \$70,000, it is proposed to allow this lifecycle reserve to build up to a level that would allow for necessary future pathways.

## Consultations

Financial Services

## Financial Implications

Associated costs of each capital project item are outlined within the Comments section of this report.

The funds required for Parks, Reforestation and Trails are generally allocated through the Lifecycle (LC) Reserves, Grants, New Infrastructure Levy (NIL), or Community Contributions as outlined in the attachment. The attachment also provides projected Lifecycle Reserve balances for the four (4) year planning period

The Parks lifecycle annual budget allocation is intended for both new and replacement items. However, due to increasing costs associated with new items, supplemental funding from the Infrastructure Reserve (NIL) has been necessary. Recent past practice has been to fund new/enhanced items on a 50/50 basis between the dedicated Parks Lifecycle Reserve and the Infrastructure Reserve (NIL).

## 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:

Casey Colthurst, HBScF  
Manager Parks & Horticulture

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA  
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

Attachment Number	Attachment Name
1	2023-2027 Parks Capital Works Plan Schedules B, C. D

**APPENDIX B - 2023 - 2027 Park Development Five (5) Year Capital Works Projects**

**LC Park Development (1600)**

	2023	2024	2025	2026	2027
Opening Balance	\$ 2,073,000	\$ 1,529,000	\$ 1,762,000	\$ 1,525,000	\$ 1,858,000
Budget allocation	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 390,000
DC Reserve Fund re Previously Unfunded Projects	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 2,000
<b>Funds Available</b>	<b>\$ 2,483,000</b>	<b>\$ 1,939,000</b>	<b>\$ 2,172,000</b>	<b>\$ 1,935,000</b>	<b>\$ 2,250,000</b>
Lakewood North - Historical Storyboard	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Chippewa Park - Courtyard Refurbishing	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Lacasse Baseball Grandstand - replacement design	\$ 81,600	\$ -	\$ -	\$ -	\$ -
Lacasse Baseball Diamond Replacement project	\$ 3,141,000	\$ -	\$ -	\$ -	\$ -
Rocheleau Park - Toddler Playset	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Shawano Park - Playset Replacement	\$ 70,000	\$ -	\$ -	\$ -	\$ -
Lakewood Park Design Washrooms and Splash Pad	\$ 75,000	\$ -	\$ -	\$ -	\$ -
<b>Total Committed</b>	<b>\$ 3,422,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Balance Uncommitted	<b>-\$ 939,600</b>	\$ 1,939,000	\$ 2,172,000	\$ 1,935,000	\$ 2,250,000
Proposed - Net Lifecycle Funding Required	\$ 954,000	\$ 177,000	\$ 647,000	\$ 77,000	\$ 77,000
<b>Balance available</b>	<b>-\$ 1,893,600</b>	<b>\$ 1,762,000</b>	<b>\$ 1,525,000</b>	<b>\$ 1,858,000</b>	<b>\$ 2,173,000</b>
<b>Expenditure Forecast</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Bench and Garbage Can Installations	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Sports Fields Top Dressing Overseeding	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Install Manufactured Wood Chips under Play Sets	\$ 18,000	\$ -	\$ -	\$ -	\$ -
Annual Project Allocations	\$ 25,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Disc Golf Expansion	\$ 14,000	\$ -	\$ -	\$ -	\$ -
Piqua - Basketball Court Surfacing	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Baillargeon - Playset Replacement	\$ 70,000	\$ -	\$ -	\$ -	\$ -
Lakewood - Tree Carving	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Capital Project Management	\$ 150,000	\$ 100,000	\$ -	\$ -	\$ -
Southfield - Multit-Use Court	\$ 110,000	\$ -	\$ -	\$ -	\$ -
L'Essor High School - Artificial Turf Soccer Field	\$ 2,000,000	\$ 1,000,000	\$ -	\$ -	\$ -
Lakewood - Washroom and Splashpad Construction	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
Artificial Turf Fields	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -
Southfield Park Splash Pad & Washrooms	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
St. Mary's - Playset Replacement	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Ticonderoga - Playset Replacement	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Lakewood Park Picnic Shelter	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -
Pickle Ball Lighting	\$ -	\$ -	\$ 70,000	\$ -	\$ -
<b>Total Expenditure Forecast</b>	<b>\$ 4,479,000</b>	<b>\$ 4,777,000</b>	<b>\$ 1,247,000</b>	<b>\$ 77,000</b>	<b>\$ 77,000</b>
<b>Non Lifecycle Funding</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Community Contribution	\$ 1,275,000	\$ 500,000	\$ -	\$ -	\$ -
Town Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Grants (CCBF formerly Gas Tax)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Infrastructure Reserve	\$ 4,672,600	\$ 4,100,000	\$ 600,000	\$ -	\$ -
<b>Total Non Lifecycle Funding</b>	<b>\$ 6,947,600</b>	<b>\$ 4,600,000</b>	<b>\$ 600,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Lifecycle funding required</b>	<b>\$ 954,000</b>	<b>\$ 177,000</b>	<b>\$ 647,000</b>	<b>\$ 77,000</b>	<b>\$ 77,000</b>
<b>End Balance LC Parks</b>	<b>\$ 1,529,000</b>	<b>\$ 1,762,000</b>	<b>\$ 1,525,000</b>	<b>\$ 1,858,000</b>	<b>\$ 2,173,000</b>

**APPENDIX C 2023 - 2027 Reforestation Five (5) Year Capital Works Projects**

<b>LC Reforestation (1560)</b>	2023	2024	2025	2026	2027
Opening Balance	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000
Budget allocation	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Funds Available	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Tree Inventory CFW	\$ -	\$ -	\$ -	\$ -	\$ -
Total Committed	\$ -	\$ -	\$ -	\$ -	\$ -
Balance Uncommitted	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Proposed - Net Lifecycle Funding Required	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Balance available	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000
<b>Expenditure Forecast</b>	2023	2024	2025	2026	2027
Tree Planting	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Total Lifecycle Expenditure Forecast	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
<b>Non Lifecycle Funding</b>	2023	2024	2025	2026	2027
Federal / Provincial Infrastructure Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Town Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Community Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Financing	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Lifecycle Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Net Lifecycle Funding Required	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000



**APPENDIX D 2023 - 2027 Trails Five (5) Year Capital Works Projects**

<b>LC Trails (1640)</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Opening Balance	\$ 392,000	\$ 312,000	\$ 382,000	\$ 452,000	\$ 522,000
Budget Allocation	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Funds Available	\$ 462,000	\$ 382,000	\$ 452,000	\$ 522,000	\$ 592,000
Total Committed	-	-	-	-	-
Balance Uncommitted	\$ 462,000	\$ 382,000	\$ 452,000	\$ 522,000	\$ 592,000
Proposed - Net Lifecycle funding required	150,000	-	-	-	-
Balance available	\$ 312,000	\$ 382,000	\$ 452,000	\$ 522,000	\$ 592,000
<b>Expenditure Forecast</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Trail Lacasse to Washrooms from Courts & Pavillion	\$ -	\$ -	\$ -	\$ -	\$ -
Southfield Perimeter Trail	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Total Lifecycle Expenditure Forecast	\$ 150,000	\$ -	\$ -	\$ -	\$ -
<b>Non Lifecycle Funding</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Federal / Provincial Infrastructure Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Town Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Community Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Financing	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Lifecycle Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Net Lifecycle Funding Required	\$ 150,000	\$ -	\$ -	\$ -	\$ -



## **The Corporation of the Town of Tecumseh**

Community & Recreation Services

**To:** Mayor and Members of Council

**From:** Paul Anthony, Director Community & Recreation Services

**Date to Council:** December 13, 2022

**Report Number:** CRS-2022-18

**Subject:** Arena and Pool 2023-2027 Five (5) Year Capital Works Plan

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### **Recommendations**

It is recommended:

**That** the Arena and Pool Capital Projects as summarized in Attachment 1 to Report CRS-2022-18 Arena and Pool 2023-2027 Five (5) Year Capital Works Plan, **be adopted;**

**And that** the 2023 – 2027 Arena and Pool Capital Projects be funded through the Arena and Pool Lifecycle Reserves;

**And further that,** should the Triple Gymnasium & Programming Space Addition to Tecumseh Arena project proceed on confirmation of senior government funding, the Town's share be funded through the Infrastructure Reserve.

### **Executive Summary**

The purpose of this report is to present to Council for its formal adoption the 2023-2027 Arena and Pool Five (5) Year Capital Works Plan.

The developed plan for capital projects provides a detailed synopsis articulating prioritized renovations, asset replacement and repair, and new infrastructure developments. Outcomes of the SCM – Strategic Priorities Workshop on March 29<sup>th</sup> (Motion: SCM 12/22) are also included in the Capital Works Plan.

Funding is allocated through the Lifecycle Reserves to support asset replacement and repair projects, whereas the Infrastructure Reserve is generally utilized to fund enhancements or new development projects.

The Lifecycle Arena Reserve and Lifecycle Pool Reserve have sufficient balances and annual allocations to fund the proposed scheduled projects outlined in the 2023 -2027 Five (5) Year Capital Works Plan.

## **Background**

The 2023 – 2027 Arena and Pool Five (5) Year Capital Works Plan defines long-term capital goals through the prioritization of assets within respective facilities that serves to support necessary projects and upgrades. It also assists in financial forecasting while striving to maintain a consistent and desired level of service.

The repair and replacement of capital assets as identified in this report are intended to improve the operation and functionality of the Arena and Pool facilities, ensuring public safety and producing adequate services, in addition to a continued focus on reducing utility consumption of both facilities respectively.

At the December 14, 2021, Regular Meeting of Council, an alternative strategy for the Town's Multi-Use SportsPlex was presented and supported in principle. As set out in Report CRS-2021-18, priority elements include a triple gymnasium, artificial turf fields and upgrades to the Lacasse Ball Diamond.

The triple gymnasium project identified in the alternative strategy was presented to Council under Scenario 2 in the Community and Recreation Services Capital Priorities presentation on March 29<sup>th</sup>. Because this project requires the support of upper levels of government as well as local organization support and potentially debt-financing, the project is shown at this time in the year 2025 as a placeholder. The project scope for the triple gymnasium will also include parking lot expansion and storm water management, and the Cardio Rehab Centre partnership with Hotel Dieu Grace Healthcare. Administration was also directed by Council to seek upper-level government support for this SportsPlex component, and this should be secured prior to its final inclusion in the Capital Plan.

## **Comments**

The following outlines the 2023 – 2027 Five (5) Year Capital Works Plan for the Arena and Pool facilities and as summarized in Attachment 1:

## Arena – 2023

Arena Roof Refurbishment \$150,000

- This project will capture the remaining elements as outlined in the recommendations from the roof assessment performed in 2020.

Building Envelope Improvements \$55,000

- An assessment of the building envelope was completed to evaluate the existing air barrier continuity and overall building performance under the current conditions. The purpose of the assessment is to identify and reduce energy loss through interior compartmentalization efforts, which in return provides financial savings while also improving occupant safety and comfort.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

## Arena - 2024

Rehabilitation of Front Entrance Apron \$20,000

- The surface is constructed of paver stones and current conditions require improvement to alleviate deterioration from uneven ground and avoid risks thereof. Restoration of the surface will generally improve the overall aesthetics while ensuring patron safety and accessibility.

Replacement of Evaporative Condenser \$200,000

- This equipment is a vital component of the refrigeration plant operation. The replacement will enhance the operation in conjunction with other supporting mechanisms and improve overall efficiency.

Replacement of Rink A Brine Header \$100,000

- The brine header is the underfloor infrastructure that supports the ice making process and is imperative to maintaining acceptable ice surface conditions. To date, the equipment is suspected to be nearing its lifecycle term, however, an evaluation will occur in 2023 to determine the remaining timetable for its usefulness and need for replacement.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

**Arena - 2025**

Triple Gymnasium & Programming Space Addition to Tecumseh Arena \$15,000,000

- The Multi Use SportsPlex Feasibility Study and Business Plan confirmed through public and user group consultation that a gymnasium and program space were lacking in Tecumseh. Community and sporting organizations continually struggle to find open gym time in Tecumseh. The solution is to build a new gym and required programming space as an extension to the Tecumseh Arena. The project will only move forward if the Town is successful in obtaining senior levels of government grant funding to cover a portion of the required funding for this project. This project value is a placeholder at this time.

Rink A and Rink B Dehumidifier Unit Replacement \$250,000

- Both units are anticipated to be at the expected end of life. A detailed analysis will be performed prior to proceeding with this replacement.

Replacement of Compressor #1 \$85,000

- All four (4) compressors within the refrigeration plant are original and are nearing the conclusion of their lifecycle term. Compressors are a vital component and a key contributor of the refrigeration plant. Modifications and repairs have been performed to these units as a preservation measure and to extend their useful life. The replacement of compressors will follow a phased approach given the quantity and associated costs.

Dressing Room and Hallway Rubber Flooring Replacement \$200,000

- The rubber is anticipated to be at its expected life cycle. A condition review will be performed to determine the extent and urgency of this replacement.

Project Management \$150,000

- The funding is to secure the services of a Project Manager for the Triple Gymnasium project should grant funding become available. The position will be responsible to oversee the successful initiation and implementation of the capital

project. The project manager understands the entire scope of the project and the position is the internal point of contact for any questions related to timelines, budgets and any other key element of the projects, while ensuring the project remains on budget and completed by the expected deadlines. At this time, the project management value is included as a placeholder.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

**Arena – 2026**

Replacement of Compressor #2 \$85,000

- All four (4) compressors within the refrigeration plant are original and are nearing the conclusion of their lifecycle term. Compressors are a vital component and a key contributor of the refrigeration plant. Modifications and repairs have been performed to these units as a preservation measure and to extend useful life. The replacement of compressors will follow a phased approach given the quantity and associated costs.

Rink A Dasher Board Replacement \$100,000

- The dasher boards within Rink A are original and are displaying signs of wear and fatigue and have required panel replacement. This project will enhance the presentation of the facility and its functionality along with extending the life of Rink A for years to come. A condition assessment will be performed to validate the replacement prior to the commencement of this project.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

## **Arena – 2027**

Replacement of HVAC Units (2 of 8) \$75,000

- This proposed project will allow for the replacement of two (2) units that are at the end of their life expectancy. The replacements will enhance indoor air quality and lower energy consumption due to the higher efficiency of these new units.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

## **Pool – 2023**

Digital Chemical Control System \$50,000

- These controls are approaching their expected end of life. There will be inspections on these controls to determine their effectiveness in controlling disinfection for the pool operation.

Coping Repairs to Concrete Surface \$7,500

- The coping segment located in the plunge area of the Lap Pool is lifting away from the side wall, creating an avenue for further deterioration. There is the possibility of further deterioration and a safety issue if not remedied in a timely manner.

Painting of Exterior Waterslide Stairwell \$7,500

- The existing finish of the stairwell is displaying fatigue and wear from exposure to weather elements and from general use. Since the wear on the finish appears to be minor, a coating application is only recommended to preserve and lengthen the lifespan of the pre-existing finish.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs

Allocation will be reported to Council through the regular budget variance reporting.

## **Pool – 2024**

Pool Spray Feature Controls Replacement \$20,000

- These features are at their expected end of life.

Vinyl Liner for Lap Pool & Tot Pool \$300,000

- The installation of a vinyl liner provides remedies pertaining to annual and on-going maintenance, especially the continuous painting of side walls and floors of the pool. Vinyl liners are considerably lower maintenance in comparison to uncovered concrete and present a long-term strategy in mitigating reoccurring costs as they tend to use less energy and fewer chemicals while also improving user safety. The life span of commercial outdoor vinyl pool liners is between ten (10) to fifteen (15) years.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

## **Pool – 2025**

Complete Painting of the Pool Building \$75,000

- An evaluation of the facility will be completed prior to commencement of this project.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.



## Pool – 2026

Interior Renovations – Upgrades of Furniture and Fixtures \$50,000

- An evaluation of furniture and fixtures within the change rooms will be completed prior to the commencement of this project.

Water Slide Restoration \$150,000

- An in-depth analysis and inspection, including a structural assessment, will be conducted to determine whether restoration and replacement is necessary based on its overall condition.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

## Pool – 2027

Replacement of Tot Pool Sand Filter Tanks \$75,000

- The three (3) sand filters tanks that support the water filtration and chemical sanitization for the Tot Pool are at the end of their life expectancy. A condition assessment will be performed to validate the replacement prior to the commencement of this project.

Annual General Lifecycle Repairs \$20,000

- Annually, \$20,000 is budgeted to address minor capital projects and repairs that have not been specifically identified. Unforeseen circumstances may arise that require attention, such as pump and motor replacements, and air handling unit emergency failures, etc. Any use of the Annual General Lifecycle Repairs Allocation will be reported to Council through the regular budget variance reporting.

## Consultations

Financial Services  
Chief Administrative Officer

## Financial Implications

Associated costs of each capital project item are outlined within the Comments section of this report.

The funds required for Arena and Pool are generally allocated through the Lifecycle (LC) Reserves as outlined in the attachment which provides projected Lifecycle Reserve balances for the five (5) year planning period.

Projects proposed for Council consideration are limited by LC balances available. The adequacy of annual LC contributions is reviewed regularly as part of the annual budget process and periodic Asset Management Plan update.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Daniel Wolicki  
Manager Facilities & Energy Management

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA  
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Town of Tecumseh 2023 – 2027 Arena and Pool Five (5) Year Capital Works Plan, Appendix A and B

**Appendix A - 2023 - 2027 Arena Five (5) year Capital Works Plan**

**Appendix A - 2023 - 2027 Arena Five (5) Year  
Capital Works Plan**

<b>LCArena (1580)</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Opening Balance	\$ 869,000	\$ 862,000	\$ 737,000	\$ 397,000	\$ 407,000
Budget allocation	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Ice Capital Surcharge	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000
Training Room net proceeds	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000
Excess Arena Advertising Revenue	\$ 4,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
<b>Funds Available</b>	<b>\$ 1,087,000</b>	<b>\$ 1,077,000</b>	<b>\$ 952,000</b>	<b>\$ 612,000</b>	<b>\$ 622,000</b>
<b>Total Committed</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Balance Uncommitted	\$ 1,087,000	\$ 1,077,000	\$ 952,000	\$ 612,000	\$ 622,000
Proposed - Net Lifecycle funding required	\$ 225,000	\$ 340,000	\$ 555,000	\$ 205,000	\$ -95,000
<b>Balance available</b>	<b>\$ 862,000</b>	<b>\$ 737,000</b>	<b>\$ 397,000</b>	<b>\$ 407,000</b>	<b>\$ 527,000</b>
<b>Arena Expenditure Forecast</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Arena Roof Refurbishment	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Building Envelope Improvements	\$ 55,000	\$ -	\$ -	\$ -	\$ -
Rehabilitation of Front Entrance Apron	\$ -	\$ 20,000	\$ -	\$ -	\$ -
Replacement of Evaporative Condenser	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Gymnasium, Program Space, Parking Lot expansion at the Tecumseh Arena	\$ -	\$ -	\$ 15,000,000	\$ -	\$ -
Replacement of Rink A Brine Header	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Rink A and Rink B Dehumidifier Replacement	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Replacement of Compressor #1	\$ -	\$ -	\$ 85,000	\$ -	\$ -
Dressing Rooms & Hallway Rubber Flooring Replacement	\$ -	\$ -	\$ 200,000	\$ -	\$ -
Replacement of Compressor #2	\$ -	\$ -	\$ -	\$ 85,000	\$ -
Rink A Dasher Boards Replacement	\$ -	\$ -	\$ -	\$ 100,000	\$ -
Replacement of HVAC Units (2 of x)	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Project Management	\$ -	\$ -	\$ 150,000	\$ -	\$ -
Annual General Lifecycle Repairs	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
<b>Total Lifecycle Expenditure Forecast</b>	<b>\$ 225,000</b>	<b>\$ 340,000</b>	<b>\$ 15,705,000</b>	<b>\$ 205,000</b>	<b>\$ 95,000</b>
<b>Non Lifecycle Funding</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Federal / Provincial Infrastructure Grant	\$ -	\$ -	\$ 10,950,000	\$ -	\$ -
Town Infrastructure Reserve	\$ -	\$ -	\$ 4,200,000	\$ -	\$ -
Community Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Financing	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Non-Lifecycle Funding</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,150,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Lifecycle Funding Required</b>	<b>\$ 225,000</b>	<b>\$ 340,000</b>	<b>\$ 555,000</b>	<b>\$ 205,000</b>	<b>\$ 95,000</b>

**Appendix B - 2023-2027 Pool Five (5) Year Capital Works Plan**

<b>LCPool (1510)</b>	2023	2024	2025	2026	2027
Opening Balance	\$ 333,000	\$ 313,000	\$ 38,000	\$ 8,000	-\$ 147,000
Budget allocation	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Funds Available	\$ 398,000	\$ 378,000	\$ 103,000	\$ 73,000	-\$ 82,000
Total Committed	\$ -	\$ -	\$ -	\$ -	\$ -
Balance Uncommitted	\$ 398,000	\$ 378,000	\$ 103,000	\$ 73,000	-\$ 82,000
Proposed - Net Lifecycle funding required	\$ 85,000	\$ 340,000	\$ 95,000	\$ 220,000	\$ 95,000
Balance available	\$ 313,000	\$ 38,000	\$ 8,000	-\$ 147,000	-\$ 177,000
<b>Pool Expenditure Forecast</b>	2023	2024	2025	2026	2027
Digital Chemical Control System	\$ 50,000	\$ -	\$ -	\$ -	\$ -
Coping Repairs to Concrete Surface	\$ 7,500	\$ -	\$ -	\$ -	\$ -
Painting of Exterior Waterslide Stairwell	\$ 7,500	\$ -	\$ -	\$ -	\$ -
Pool Spray Feature Controls Replacement	\$ -	\$ 20,000	\$ -	\$ -	\$ -
Vinyl Liner for Lap Pool & Tot Pool	\$ -	\$ 300,000	\$ -	\$ -	\$ -
Complete Painting of Pool Facility	\$ -	\$ -	\$ 75,000	\$ -	\$ -
Interior Renovations - Upgrades of Furniture and Fixtures	\$ -	\$ -	\$ -	\$ 50,000	\$ -
Water Slide Restoration	\$ -	\$ -	\$ -	\$ 150,000	\$ -
Replacement of Tot Pool Sand Filter Tanks	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Annual General Lifecycle Repairs	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Total Lifecycle Expenditure Forecast	\$ 85,000	\$ 340,000	\$ 95,000	\$ 220,000	\$ 95,000
<b>Non Lifecycle Funding</b>	2023	2024	2025	2026	2027
Federal / Provincial Infrastructure Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Other Town Reserves	\$ -	\$ -	\$ -	\$ -	\$ -
Community Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Financing	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Lifecycle Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Net Lifecycle Funding Required	\$ 85,000	\$ 340,000	\$ 95,000	\$ 220,000	\$ 95,000



## The Corporation of the Town of Tecumseh

Community & Recreation Services

**To:** Mayor and Members of Council

**From:** Paul Anthony, Director Community & Recreation Services

**Date to Council:** December 13, 2022

**Report Number:** CRS-2022-19

**Subject:** Municipal Buildings 2023-2027 Five (5) Year Capital Works Plan

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### Recommendations

It is recommended:

**That the** Municipal Buildings Capital Projects as summarized in Attachment 1 to Report CRS-2022-19 Municipal Buildings 2023-2027 Five (5) Year Capital Works Plan, **be adopted;**

**And that** the 2023 – 2027 Municipal Buildings Capital Projects **be funded** through the Buildings Lifecycle Reserve and the Infrastructure Reserve.

### Executive Summary

The purpose of this report is to present to Council for formal adoption the proposed capital project items as referenced in the 2023 - 2027 Municipal Buildings Five (5) Year Capital Works Plan.

The developed plan for capital projects provides a detailed synopsis articulating prioritized renovations, asset replacement and repair, and new infrastructure developments. Outcomes of the SCM – Strategic Priorities Workshop on March 29<sup>th</sup> (Motion: SCM 12/22) are also included in the Capital Works Plan.

Funding is allocated through the Lifecycle Reserves to support asset replacement and repair projects, whereas the Infrastructure Reserve is generally utilized to fund enhancements or new development projects.

## Background

The repair and replacement of capital assets as identified in this report is intended to upgrade existing municipal buildings according to the building lifecycle plan based on the expected useful life of major components. These consist of the building envelope and infrastructure within, including mechanical systems, roofing, flooring, interior and exterior work.

In 2018, a category for facilities was incorporated into the Town's Asset Management Plan (AMP). Condition assessments of facilities were undertaken in 2020 to generate inclusive evaluations and prioritize upcoming projects that also aligned and integrated with the 2021 AMP update.

The Department conducted visual inspections of identified building components that have surpassed their expected useful life and equipment displaying an indication of systematic or mechanical issues through monitored performance requiring immediate remediation.

## Comments

The following outlines the 2023 - 2027 Capital Works Plan for Municipal Buildings, as itemized in Attachment 1:

### Municipal Buildings

#### 2023

CADA Library Architect Services Contract (carry forward)	\$60,000
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This project is a carry forward item from 2022 for the remaining associated fees for the contract services as agreed upon for administering the tender process and overall construction management of the renovation project.



CADA Library Architect Services Contract \$26,500

- This funding request is for the remaining associated fees for the contract services as agreed upon for the architect to administer the tender process and overall construction management of the renovation project.

CADA Library HVAC Unit Replacement (2 of 4) \$60,000

- The four (4) HVAC units at the library are at the end of their life expectancy and require replacement. This proposed project will allow for the replacement of the remaining two (2) units and will enhance indoor air quality and lower energy consumption due to the higher efficiency of these units.

CADA Library Building – Renovations \$1,000,000

- The proposed funding is to undertake renovations to the CADA Library in partnership between the Town of Tecumseh and the Essex County Library Board. The public consultation and detailed design for the renovation project was completed in 2022, with renovation work to be undertaken in 2023.

Fire Hall #1 HVAC Unit Replacement \$25,000

- An HVAC unit at Fire Hall #1 needs replacement as it has surpassed its life expectancy. The new unit will improve indoor air quality and efficiency along with reducing energy consumption.

Fire Hall #1 – Exterior Façade Repairs \$12,000

- Sections of the limestone façade have moved from their original position causing the bonded mortar to crack. Proper repairs are required to avoid further damage and to ensure that the structural integrity of the building remains intact.

Fire Hall #2 – Exterior Lighting Upgrade to LED \$10,000

- This proposed project will consist of lighting upgrades to LED for the building's exterior and parking lot area which will produce energy efficiencies in lowering utility consumption.

Town Hall – Rear Entrance Accessibility Improvements \$40,000

- Improvements to include installation of automatic sliding doors to provide universal ease of access and offer hygiene control along with modifications to the existing accessibility ramp.

Town Hall – Reconfiguration of Town Hall Office Space \$30,000

- Funding will allow replacement of the existing staff workstations (4) in the Building Planning Area with (6) new workstations like the 6-pod in the new east side addition.

Town Hall – Installation of Sun Tunnel \$5,000

- To be installed within the new workstation corridor to provide improved light transmittal with ambient natural light in this space, reducing reliance on artificial lighting and creating energy efficiencies.

Electric Vehicle (EV) Charging Stations \$100,000

- As part of the Town's continued commitment towards green initiatives, EV Charging Stations will be sought in partnership with Essex Powerlines Corp. and the available program, Charge Up Windsor-Essex County, offering cost recovery to 50 percent (\$50,000). This will capture the remaining identified locations within municipal facilities that adequately support the infrastructure requirements and that are readily available.

Maidstone Recreation Centre – Outdoor Washrooms \$500,000

- As the Town moves forward with the acquisition of the Maidstone Recreation Centre, certain improvement projects as presented to Council in the Strategic Priorities presentation of March 29, 2022, are planned for this facility. The first project is the construction of outdoor washrooms. This funding request includes services for the architectural design and the construction of new outdoor washrooms to improve services for the outdoor recreational amenities.

Tecumseh Historical Museum – Exterior Building Improvements \$3,500

- The building's exterior will be painted to revitalize the appearance as the existing conditions display fatigue.

Town Hall Pavilion Replacement \$125,000

- The structure requires replacement due to reaching its life expectancy and existing conditions displaying fatigue. A new pavilion and concrete pad will achieve an aesthetic enhancement along with better connectivity to the surrounding amenities.

Annual General Building Repairs \$40,000

- Annually an amount is budgeted to address smaller capital projects that have not been specifically identified. Some situations arise that require attention, such as pump replacements, light fixtures, etc. Any use of the Annual General Repairs

Allocation will be reported to Council through the regular budget variance reporting.

## 2024

St. Clair Beach Community Centre 'B' Side HVAC Replacement \$30,000

- These two (2) units are at the end of their life expectancy. It is planned to replace the two units on the 'B' side with one upgraded unit that will provide improved indoor air quality and energy efficiency.

Fire Hall #1 Expansion - Construction \$1,100,000

- Dependant of the outcome of the Fire Master Plan slated to be completed in late 2023 and approvals therein, including cost of the conceptual design for additional space and architectural services. The \$1,100,000 is a placeholder for this project and the cost may require adjusting when the study is complete.

Maidstone Recreation Centre – Parking Lot and Pickleball Facility \$1,300,000

- Upgrades include the hard surfacing (paving) of the designated parking lot area to improve accessibility and the development of a new four (4) court pickleball facility to provide an additional recreational outlet for the community.

Annual General Building Repairs not to exceed annual budget allocation \$40,000

- Annually an amount is budgeted to address smaller capital projects that have not been specifically identified. Some situations arise that require attention, such as pump replacements, light fixtures, etc. Any use of the Annual General Repairs Allocation will be reported to Council through the regular budget variance reporting.

## 2025

Maidstone Recreation Centre – Building Renovations \$200,000

- Dependant on the initial condition assessments at the time of assuming ownership of the building. Improvements may include replacement of HVAC unit(s) and roof, further interior and exterior renovations as necessary. This amount is included as a placeholder for such renovations.

St. Clair Beach Community Centre Upgrades \$100,000

- Interior upgrades, including the kitchenette area, flooring surface and accessibility improvements.

Annual General Building Repairs not to exceed annual budget allocation \$40,000

- Annually an amount is budgeted to address smaller capital projects that have not been specifically identified. Some situations arise that require attention, such as pump replacements, light fixtures, etc. Any use of the Annual General Repairs Allocation will be reported to Council through the regular budget variance reporting.

## 2026

Weston Park - Washroom Building Renovations \$250,000

- The facility is displaying fatigue based on its age and intended use. This project will provide a general upgrade of the building envelope and interior components which align with community improvement planning and the expected sanitary infrastructure through upcoming developments. This project is subject to the development of new sanitary infrastructure and may advance earlier pending completion.

Annual General Building Repairs not to exceed annual budget allocation \$40,000

- Annually an amount is budgeted to address smaller capital projects that have not been specifically identified. Some situations arise that require attention, such as pump replacements, light fixtures, etc. Any use of the Annual General Repairs Allocation will be reported to Council through the regular budget variance reporting.

## 2027

Building Lifecycle Improvements \$150,000

- Funding placeholder reflective of the comprehensive asset management update and inventory review of municipal facilities in determining necessary improvements.

Annual General Building Repairs not to exceed annual budget allocation \$40,000

- Annually an amount is budgeted to address smaller capital projects that have not been specifically identified. Some situations arise that require attention, such as pump replacements, light fixtures, etc. Any use of the Annual General Repairs Allocation will be reported to Council through the regular budget variance reporting.

The foregoing outlook on capital investments pertaining to municipal buildings is based on the condition and life expectancy of equipment and related infrastructure. The actual capital projects/replacements as identified are reflective of condition assessments as part of the updated Asset Management Plan (AMP) and annual capital plan exercise.

## Consultations

Financial Services  
Community Safety  
Essex County Library  
Maidstone Recreation Centre Committee

## Financial Implications

Associated costs of each capital project item are outlined within the Comments section of this report.

The funds required for Municipal Buildings are generally allocated through the Lifecycle (LC) Reserves as outlined in the attachments. However, in cases where asset enhancements and/or new asset additions are contemplated, such as with the Cada Library renovation and Maidstone Recreation Centre projects, other sources of funding are necessary.

Additional funding sources, including the Town's Infrastructure Reserve (also known as the New Infrastructure Levy or NIL) and County contributions will be relied upon for \$3M of the total proposed \$4.5M in expenditures for the 2023-2027 timeframe. Additional sources of funds, including partnerships, sponsorships and senior government funding will be pursued to offset Town costs associated with planned projects.

The Town currently allocates \$1,750,000 annually to the Infrastructure Reserve with a target annual allocation of \$2,350,000. A portion of the annual allocation since 2018 has been identified for Sportsplex or Sportsplex-related projects. The Maidstone Recreation Centre projects represents Sportsplex-related or alternative projects and amount to \$2M during the 2023-2027 timeframe.

Projects proposed for Council consideration are limited by LC balances available. The adequacy of annual LC contributions is reviewed regularly as part of the annual budget process and Asset Management Plan.

A comprehensive review of all municipal buildings commenced in 2020 to classify and prioritize capital replacements according to performed condition assessments. The exercise of annual condition assessments ensures allocations remain sufficient in recognizing the investment value and its importance.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Daniel Wolicki  
Manager Facilities & Energy Management

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA  
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Town of Tecumseh 2023 – 2027 Municipal Buildings Capital Works Plan

**Appendix A - 2023 - 2027 Municipal Buildings Five  
(5) Year Capital Works Plan**

**LC Buildings (1540)**

<b>Lifecycle Buildings Reserve</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Opening Balance	\$ 691,000	\$ 519,839	\$ 654,839	\$ 719,839	\$ 634,839
Budget allocation	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000
Funds Available	\$ 896,000	\$ 724,839	\$ 859,839	\$ 924,839	\$ 839,839
Total Committed	\$ -	\$ -	\$ -	\$ -	\$ -
Balance Uncommitted	\$ 896,000	\$ 724,839	\$ 859,839	\$ 924,839	\$ 839,839
Proposed - Net Lifecycle Funding Required	\$ 376,161	\$ 70,000	\$ 140,000	\$ 290,000	\$ 190,000
Balance available	\$ 519,839	\$ 654,839	\$ 719,839	\$ 634,839	\$ 649,839

<b>Lifecycle Expenditure Forecast</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
CADA Library Architect Services	\$ 26,500	\$ -	\$ -	\$ -	\$ -
CADA Library HVAC Unit Replacement (2 of 4)	\$ 60,000	\$ -	\$ -	\$ -	\$ -
CADA Library Building Renovations	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Fire Hall #1 HVAC Unit Replacement	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Fire Hall #1 - Exterior Façade Repairs	\$ 12,000	\$ -	\$ -	\$ -	\$ -
Fire Hall #2 Exterior Lighting Upgrade to LED	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Town Hall - Rear Entrance Accessibility Improvements	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Town Hall - Reformation of Town Hall Offices	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Town Hall - Installation of Sun Tunnel	\$ 5,000	\$ -	\$ -	\$ -	\$ -
Electric Vehicle (EV) Charging Stations	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Maidstone Recreation Centre - Outdoor Washrooms	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Tecumseh Historical Museum - Exterior Building Improvements	\$ 3,500	\$ -	\$ -	\$ -	\$ -
St. Clair Beach Comm. Centre 'B' Side HVAC Replacement	\$ -	\$ 30,000	\$ -	\$ -	\$ -
Fire Hall #1 Expansion - Construction	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -
Town Hall Pavilion Replacement	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Maidstone Recreation Centre – Parking Lot and Pickleball Facility	\$ -	\$ 1,300,000	\$ -	\$ -	\$ -
Maidstone Recreation Centre - Building Renovations	\$ -	\$ -	\$ 200,000	\$ -	\$ -
St. Clair Beach Comm. Centre Upgrades	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Weston Park - Washroom Building Renovations	\$ -	\$ -	\$ -	\$ 250,000	\$ -
Building Lifecycle Improvements	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Annual General Building Repairs	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Total Lifecycle Expenditure Forecast	\$ 1,977,000	\$ 2,470,000	\$ 340,000	\$ 290,000	\$ 190,000

<b>Non-Lifecycle Funding</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Community Funding	\$ 60,000	\$ -	\$ -	\$ -	\$ -
Town Infrastructure Reserve	\$ 1,071,000	\$ 2,400,000	\$ 200,000	\$ -	\$ -
Grant Funding	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -
County of Essex ( CADA Library)	\$ 419,839	\$ -	\$ -	\$ -	\$ -
Total Non-Lifecycle Funding	\$ 1,600,839	\$ 2,400,000	\$ 200,000	\$ -	\$ -

Net Lifecycle Funding Required	\$ 376,161	\$ 70,000	\$ 140,000	\$ 290,000	\$ 190,000
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## The Corporation of the Town of Tecumseh

Community & Recreation Services

**To:** Mayor and Members of Council

**From:** Paul Anthony, Director Community & Recreation Services

**Date to Council:** December 13, 2022

**Report Number:** CRS-2022-20

**Subject:** Tender Award – Bert Lacasse Ball Diamond Upgrades

---

### Recommendations

It is recommended:

**That** the low tender from Gulf Developments Inc. in the amount of \$2,996,218. inclusive of non-refundable HST, for the Tender Award – Bert Lacasse Ball Diamond Upgrades, **be approved;**

**And that** \$140,000 be allocated as a contingency for this project.

**And further that** By-law No. 2022-104 to authorize the Mayor and Clerk to execute an agreement, with Gulf Developments Inc. **be adopted.**

### Background

At the March 29, 2022 Special Meeting of Council, the members considered the Community & Recreation Services Capital Priorities 2023-2026 Presentation and passed Motion (RCM-12/22) which reads as follows:

**That** the Community & Recreation Services presentation on Capital Priorities 2023-2026 **be received** as presented;

**And that** Administration **be directed** to move forward with implementation of Scenario 1 by taking the following measures:

- update the previously approved CRS-2022-01 Parks Capital Works Plan to include the Bert Lacasse Ball Diamond Upgrades under Scenario 1 for Council consideration;
- present a Community & Recreation Services Capital Works Plan 2023-2026 for Council consideration based on Scenario 1;

**And Further** that Administration be directed to monitor for senior government funding opportunities to implement Scenario 2, with a report to Council for direction, should a program become available.

At the April 7, 2022 Regular Meeting of Council, the members considered the Amendment to the 2022 Parks Capital Work Plan to add the Bert Lacasse Ball Diamond Upgrades in Community & Recreation (CRS) Report CRS-2022-05 and passed motion (RCM111/22) which reads as follows:

**That** the Bert Lacasse Ball Diamond upgrades capital project **be added** to the 2022 CRS Parks Capital Works Plan;

**And that** the Bert Lacasse Ball Diamond Capital project as outlined in this report, in the amount of \$3,321,000 including non-refundable HST, **be authorized and funded** out of the Infrastructure Reserve

**And further that** the project management cost of \$75,000, **be authorized and funded** out of the Infrastructure Reserve.

**And furthermore that** Administration **be authorized** to negotiate under single source procurement section 3.4 of the Town's Purchasing By-law 2021-60, with SFERA Architectural Associates Inc., to undertake Phase 2 of the architectural services work and upon successful negotiations receive approval from CAO and Purchasing Coordinator to enter into an agreement.

The upgrades under Scenario 1 presented in the Community & Recreation Services Capital Priorities Presentation consist of the following

- Replace existing grandstand
- Replace ball diamond backstop
- Renovate entrance plaza
- Site works

## Comments

Upon completion of the Construction Drawings, Administration, in conjunction with SFERA Architectural Associates Inc., prepared a “request for tender documents for labour and materials required for the construction and completion of Lacasse Park Grandstands” (RFT) in accordance with the Town’s Purchasing Policy.

The RFT was advertised on the Town’s website along with being placed on the Town’s bids and tenders account, on November 21<sup>st</sup>, 2022.

Six (6) tender submissions were received on December 9<sup>th</sup>, 2022 and were virtually opened in the presence of Administration, SFERA Architectural Associates Inc. and the Purchasing Officer.

<b>Company</b>	<b>Tender Bid Including Non-Refundable HST</b>
Gulf Developments Inc.	\$2,996,451
Barrinetti Construction Ltd.	\$3,155,203
Alliance General Contracting of Windsor Inc.	\$3,188,387
Bear Construction and Engineering Inc.	\$3,385,127
Sterling Ridge General Contracting Inc.	\$3,537,508
Fortis Group	\$3,780,051

Administration and the Lead Architect, John Bortolotti from SFERA, reviewed the tenders and all were found to be in compliance with the RFT documents. The low tender contained no irregularities.

Administration therefore recommends that the low tender form in the amount of \$2,996,218. Inclusive of non-refundable HST, for the Lacasse Park Grandstand and Backstop Replacement, be awarded with a by-law authorizing the Mayor and Clerk to enter into an agreement for the services with Gulf Developments Inc.

The low tender price came in under the estimated approved budget. Administration is recommending that \$140,000 of the approved budget be allocated as a project contingency and only be used if required for unforeseen elements of the project. Inclusive of this project contingency the project is within approved budget.

## Consultations

Financial Services  
Community & Recreation Services  
Legislative Services & Clerk  
Tecumseh Thunder Base Ball Club  
St. Clair College

## Financial Implications

Council approved a budget allocation of \$3,141,000 inclusive of non-refundable HST for the construction portion of this project, funded through the Infrastructure Reserve, as recommended within Report CRS-2022-05.

The Infrastructure Reserve has sufficient funding to support this project.

## Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input checked="" type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input 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:

Paul Anthony, RRFA  
Director Community & Recreation Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Agreement with Gulf Developments Inc.

# CCDC 2

## stipulated price contract

2008

NEW LACASSE PARK GRANDSTANDS  
FOR THE CORPORATION OF THE TOWN OF TECUMSEH, ONTARIO

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

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- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 12th day of December in the year 2022 .**by and between the parties**

The Corporation Of The Town Of Tecumseh  
 917 Lesperance Road, Tecumseh, Ontario N8N 1W2

hereinafter called the "*Owner*"**and**

Gulf Developments Inc.  
 8908 County Road 42 Maidstone, Ontario N0R 1K0

hereinafter called the "*Contractor*"The *Owner* and the *Contractor* agree as follows:**ARTICLE A-1 THE WORK**The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for  
 New Grandstand at Lacasse Park

located at

590 Lacasse Blvd., Tecumseh Ontario

*insert above the name of the Work*

for which the Agreement has been signed by the parties, and for which

Sfera Architectural Associates Inc., Architects

*insert above the Place of the Work*is acting as and is hereinafter called the "*Consultant*" and*insert above the name of the Consultant*

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 3rd day of January in the year 2022 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 2nd day of October in the year 2023 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.



## ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

### DRAWINGS

Architectural Drawings: A-100 to A-103, A-200 to A-203, A-300, A-400, A-500 to A-505 & A-600, Job No. 21116, Dated November 18, 2022

Civil Drawings: C-100 to C-102, Job No. 21116, Dated November 18, 2022

Structural Drawings: S000, S100 to S102, S200, S300, S400, S500, S600, Job No. 21116, Dated November 18, 2022

Mechanical Drawings M-1 to M-10, Job No. 21116, Dated November 18, 2022

Electrical Drawings ED-1, ES-1, & E-1 to E-5, Job No. 21116, Dated November 18, 2022

And

Specifications governing same Job No. 21116 entitled "New Grandstand at Lacasse Park, 590 Lacasse Blvd. for the Corporation of the Town of Tecumseh" Dated November 18, 2022

Insert - Section "E" - Tender - Gulf Development Inc.

New Grandstand at Lacasse Park Tender Letter dated November 12, 2022

Bid Bond & Surety's Consent

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

# 70 - New Lacasse Park Grandstands

## Vendor Details

Company Name: Gulf Developments Inc.  
8908 COUNTY RD. 42  
Address: MAIDSTONE, Ontario N0R 1K0  
Contact: Michael Kopcok  
Email: mkopcok@gulfdevelopments.ca  
Phone: 519-735-0099  
Fax: 519-735-0099  
HST#:

## Submission Details

Created On: Tuesday November 22, 2022 09:33:06  
Submitted On: Friday December 09, 2022 13:56:29  
Submitted By: Michael Kopcok  
Email: mkopcok@gulfdevelopments.ca  
Transaction #: b5a8bc53-e47d-4824-bf93-88e203278f30  
Submitter's IP Address: 97.109.252.67

---

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Quotation Form](#) - Quotation Form 1.pdf - Friday December 09, 2022 13:54:55
- [Acceptance Form](#) - Acceptance Form.pdf - Thursday December 08, 2022 07:32:10
- [Bid Bond](#) - Bid Bond.pdf - Thursday December 08, 2022 07:04:04
- [Additional Document](#) - Project Management & Site Supervision - CVR.pdf - Friday December 09, 2022 12:48:01

## Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Michael Kopcok, President, Gulf Developments Inc.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum #5 - 70 New Lacasse Grandstands</b> Wed December 7 2022 09:49 AM	<input checked="" type="checkbox"/>	26
<b>Addendum #4 - 70 New Lacasse Grandstands</b> Mon December 5 2022 12:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum #3 - 70 New Lacasse Grandstands</b> Wed November 30 2022 02:35 PM	<input checked="" type="checkbox"/>	17
<b>Addendum #2 - 70 New Lacasse Grandstands</b> Wed November 30 2022 11:07 AM	<input checked="" type="checkbox"/>	1
<b>Addendum #1 - 70 New Lacasse Grandstands</b> Mon November 28 2022 10:59 AM	<input checked="" type="checkbox"/>	1

### Section C – Quotation Form

Description	Amount
New Grandstands (Base Bid)	\$ 2,671,673.03
Fencing & Ticket Booth/ Concession Separate Price 'A'	\$ 202,937.71
Allowances	\$ 115,000.00
Sub-Total	\$ 2,989,610.74
HST	\$ 388,649.40
TOTAL	\$ 3,378,260.14

## Section D - Acceptance

I/We, the Undersigned, having examined the RFT and do hereby affirm the acceptance of the requirements of the RFT. I/We do certify that the information supplied on the Quotation Form to be true and complete in all respects and is open for acceptance by the Town of Tecumseh within 60 days of the closing date.

I, We

Michael Kopcok

President

Name

Position

of

Gulf Developments Inc.

Company Name

Dated at Maidstone this 9th of December, 2022,

Authorized Signature

Print Name



Michael Kopcok

Street Address

8908 County Road 42

City, Province Postal Code

Maidstone, Ontario, N0R 1KO

Telephone No.

Facsimile No.

mkopcok@gulfdevelopments.ca

519-735-0094

Email Address

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Proponent and the Town of Tecumseh and hereby certifies that the information supplied in this proposal to be true and compete in all respects.

**Bid Bond**Standard Construction Document  
CCDC 220 - 2002

Bond No. 904104432-22-06

Bond Amount: 10%

**GULF DEVELOPMENTS INC.** as Principal, hereinafter called the Principal, and **Intact Insurance Company**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE TOWN OF TECUMSEH** as Obligor, hereinafter called the Obligor, in the amount of **TEN PERCENT OF THE AMOUNT OF TENDER Dollars (10%)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligor, dated the 9 day of DECEMBER, 2022, for **NEW LACASSE PARK GRANDSTANDS**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligor's bid documents, or, if no time period is specified in the Obligor's bid documents, within **SIXTY (60) days** from the closing date as specified in the Obligor's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligor takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligor the difference in money between the amount of the bid of the Principal and the amount for which the Obligor legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligor named herein, or the heirs, executors, administrators or successors of the Obligor.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 6th day of December, in the year 2022.

SIGNED AND SEALED in the presence of:

Signed electronically by  
**GULF DEVELOPMENTS INC.**

on Dec 07, 2022 - 6:15 PM GMT

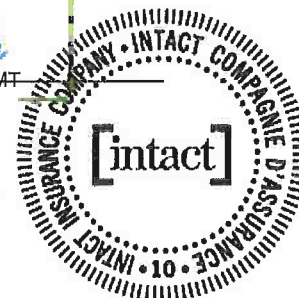
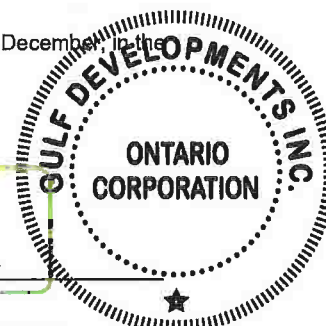
Principal

Signed electronically by  
**Intact Insurance Company**

on Dec 07, 2022 - 3:23 PM GMT

Surety

MICHELLE BECK, Attorney-in-Fact



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Canadian Construction Documents Committee  
(CCDC 220 - 2002) has been approved by the Surety Association of Canada  
(9/09)

Intact Insurance Company

250 York Street, Suite 200, London, Ontario N6A 6K2

T. 519 432 6721 Toll free 1 800 265 4487 [intactspecialty.ca](http://intactspecialty.ca)

## SURETY'S CONSENT

Date: **December 6, 2022**Bond No: **904104432-22-06**

WHEREAS **GULF DEVELOPMENTS INC.** (Principal) has submitted a written tender to **THE CORPORATION OF THE TOWN OF TECUMSEH** (Obligee) dated **9 day of DECEMBER, 2022**, concerning:

### NEW LACASSE PARK GRANDSTANDS

and the condition of this obligation being such that the Principal shall have the tender accepted within **SIXTY (60)** days from the closing date of tender,

we, **INTACT INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of **ONTARIO** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of:  
**ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER**
2. a labor and material payment bond for **(100%)** of the contract price not exceeding the maximum sum of;  
**ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER**

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

**INTACT INSURANCE COMPANY**  
Signed electronically by  
  
on Dec 11, 2022 3:24 PM GMT  
**MICHELLE BECK, Attorney-In-Fact**





The Corporation of the Town of Tecumseh  
917 Lesperance Rd.  
Windsor, ON N9B 3Y6

December 12, 2022  
Project No. 21116

Attention: Paul Anthony  
Director Community & Recreation Services

Re: New Lacasse Park Grandstands

Dear Paul:

The New Lacasse Park Grandstands project was issued to the contractors who were at the mandatory site visit on November 23rd, 2022. A total of six (6) tenders were submitted and accepted by the Town of Tecumseh on December 9th, 2022. We reviewed and evaluated the submitted Tenders based on the bidders completed Form of Tender, as outlined in the Town of Tecumseh's Request for Tenders. Three (3) of the of the bids received were within 5% of the project estimated budget and the bids were competitive. The lowest tender received is less than 6% lower than the second-place bidder which is acceptable difference, I have reviewed the submitted tender and find no issues with the tender as submitted.

The Tender listed one (1) Separate price and in reviewing the number find the price to be in line with the cost for the work & material to be provided. It is our recommendation for the Town of Tecumseh to proceed with separate price No. 1 to be included with the base bid price.

Gulf Development Inc. bid price of \$2,671,673.03 + (Sep No 1) \$202,937.71 + (Cash Allowance) \$115,000.00 + (HST) \$388,649.40 = \$3,378,260.14 is the lowest bid and competitive and provides good value for the work contemplated in this project.

Sfera Architectural Associates Inc. recommends acceptance of Gulf Development Inc's bid to The Corporation of the Town of Tecumseh.

As soon as a bid is accepted and approved by the The Corporation of the Town of Tecumseh, we will prepare the CCDC 2 contract for signing.

Regards,

**Sfera** Architectural Associates Inc.  
Architects

*John Bortolotti*

John Bortolotti, B.Arch., OAA, MRAIC

#### ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Million, Nine Hundred Eighty-Nine Thousand, Six Hundred & Ten  
Dollars and Seventy-Four Cents \_\_\_\_\_ /100 dollars \$ 2,989,610.74

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Three Hundred & Eighty-Eight Thousand, Six Hundred Forty-Nine Dollars  
and Forty Cents \_\_\_\_\_ /100 dollars \$ 388,649.40

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three Million, Three Hundred Seventy-Eight Thousand, Two Hundred & Sixty  
Dollars and Fourteen Cents \_\_\_\_\_ /100 dollars \$ 3,378,260.14

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

#### ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of

Ten \_\_\_\_\_ percent ( 10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Bank of Montreal

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

### Owner

The Corporation of the Town of Tecumseh

\_\_\_\_\_  
*name of Owner\**

917 Lesperance Road., Tecumseh, Ontario N8N 1W2

\_\_\_\_\_  
*address*

519-735-6712

\_\_\_\_\_  
*facsimile number*

jalexander@tecumseh.ca

\_\_\_\_\_  
*email address*

### Contractor

Gulf Development Inc.

\_\_\_\_\_  
*name of Contractor\**

8908 County Road, Maidstone, Ontario N0R 1K0

\_\_\_\_\_  
*address*

519-735-0099

\_\_\_\_\_  
*facsimile number*

mkopcok@gulfdevelopments.ca

\_\_\_\_\_  
*email address*

### Consultant

Sfera Architectural Associates Inc., Architects

\_\_\_\_\_  
*name of Consultant\**

4520 Rhodes Drive, Windsor, Ontario, N8W 5K5

\_\_\_\_\_  
*address*

519-254-2670

\_\_\_\_\_  
*facsimile number*

info@sferaarch.com

\_\_\_\_\_  
*email address*

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

### WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

### WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

### OWNER

The Corporation of the Town of Tecumseh

\_\_\_\_\_  
*name of owner*

\_\_\_\_\_  
*signature*

Gary McNamara, Mayor

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

Jennifer Alexander, Acting Clerk

\_\_\_\_\_  
*name and title of person signing*

### CONTRACTOR

Gulf Developments Inc.

\_\_\_\_\_  
*name of Contractor*

\_\_\_\_\_  
*signature*

Michael Kopcok

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

**DEFINITIONS**

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**  
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**  
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
  - a change in the *Work*;
  - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
  - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**  
*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**  
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**  
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**  
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**  
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**  
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**  
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**  
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**  
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**  
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**  
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**  
*Product or Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**  
*Provide* means to supply and install.
17. **Shop Drawings**  
*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**  
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**  
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**  
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**  
*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

**GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT****PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between the *Owner* and the *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 1 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

**GC 1.2 LAW OF THE CONTRACT**

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

**GC 1.3 RIGHTS AND REMEDIES**

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

### PART 2 ADMINISTRATION OF THE CONTRACT

#### GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

#### GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.



- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

### GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

### GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### **GC 3.4 DOCUMENT REVIEW**

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

#### **GC 3.5 CONSTRUCTION SCHEDULE**

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

#### **GC 3.6 SUPERVISION**

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

## PART 4 ALLOWANCES

### GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

## **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.



#### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

#### **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.



### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

#### GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.



- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## PART 9 PROTECTION OF PERSONS AND PROPERTY

### GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

## GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.



- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

### GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
  - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
  - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

**CCDC 41**  
**CCDC INSURANCE REQUIREMENTS**

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada





## The Corporation of the Town of Tecumseh

Development Services

**To:** Mayor and Members of Council

**From:** Brian Hillman, Director Development Services

**Date to Council:** December 13, 2022

**Report Number:** DS-2022-47

**Subject:** On-Demand Transit Pilot Project Results and 2023 Transit  
Recommendations  
OUR FILE: T03 TTS

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### Recommendations

It is recommended:

**That** DS-2022-47, entitled “On-Demand Transit Pilot Project Results and 2023 Transit Recommendations”, **be received**;

**And that** the Tecumseh Transit Service reverting to the pre-pilot program fixed route service Monday to Friday and continuing to operate as an On-Demand service for Saturdays only beginning January 2, 2023, at a net budget expenditure of \$87,500 **be approved** in advance of the 2023 budget deliberations due to the timing of service renewal;

**And further that** Administration **be authorized** to negotiate an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which will facilitate an extension to the existing contract to the end of 2023, which Amending Agreement will be brought forward for consideration by Council under separate report on January 24, 2023; and

**And furthermore, that** Administration **be authorized** to further assess potential changes to the fixed route in the first quarter of 2023, including public engagement, and that the findings be brought forward by way of a future report for Council's consideration.

## **Executive Summary**

This Report provides Council with an analysis of the Tecumseh Transit Service (TTS) On-Demand Transit Pilot Project which was initiated on March 28 of 2022. It identifies some of the positive aspects of the on-demand approach as well as the challenges faced during the pilot project. An analysis of various options for the TTS in 2023 is also provided along with a recommendation to revert to the fixed route system for Mondays to Fridays while continuing with the on-demand service for Saturdays only. The Report also contains a recommendation to extend the service delivery contract with First Student for another year to December 31, 2023 and to undertake an assessment of the fixed route in the first quarter of 2023.

## **Background**

The Tecumseh Transit Service (TTS) is now into its thirteenth year of operation since it was introduced to the northerly urban area of the Town in December of 2009. Until April of this year, the TTS operated on a fixed route with a one-hour schedule ("headway") covering approximately 30 kilometres and 43 stops. The Town manages the service but contracts the operation and maintenance of the two Town-owned buses to First Student.

On June 22, 2021, Council approved a one-year pilot project for an on-demand transit service, partially funded by the Canada Healthy Communities Initiative grant program. An on-demand transit service uses computer algorithms in response to service requests initiated through an app on a smart phone or on the web-based version or through a call-in service, resulting in immediate routing.

Blaise Transit, an on-demand transit service provider, was retained by the Town to develop the software solution ("Blaise Engine") and app and to assist with marketing, managing and promoting the service. Blaise Transit provides this type of on-demand service to a number of other Canadian municipal transit providers.

Initially targeted to begin in late 2021, the commencement of the on-demand service was delayed due to complications arising from the COVID-19 pandemic and challenges with respect to securing a call centre service provider. Ultimately, the Town engaged Answer 365 to provide the necessary call-in service to enable those riders without a cell phone to book rides. And once the pandemic restrictions were relaxed, the TTS on-demand service began on March 28, 2022.

Over the past nine months, Town Administration has worked with Blaise Transit, Answer 365 and First Canada ULC ("First Student") to implement, manage and operate the on-demand transit pilot project. It was anticipated that the on-demand approach to transit delivery would result in:



- Improved service;
- Increased ridership;
- Maximized coverage though increased fleet utilization;
- Improved reliability and trip transparency;
- Shorter commute times; and
- Flexible transit schedule built around ridership needs.

It also enabled the Town to extend the service into the Amy Croft Drive area of Lakeshore, which had been the subject of frequent requests by users, and to provide a more direct connection to the Tecumseh Hamlet by providing for a stop on the south side of County Road 22 at the Tecumseh Towne Centre plaza. These stops had been previously eliminated in order to maintain the one-hour schedule of the fixed route system.

Notwithstanding the anticipated benefits and considerable efforts undertaken to effect the transition to the on-demand transit service model, it has faced a number of challenges over the course of the pilot project.

The following report provides a summary of the following:

- An analysis of the on-demand pilot project over the past nine months;
- Identification of issues/concerns related to the on-demand service; and
- Service delivery options and a final recommendation regarding the TTS for 2023.

## **Comments**

### **On-Demand Transit Service Analysis**

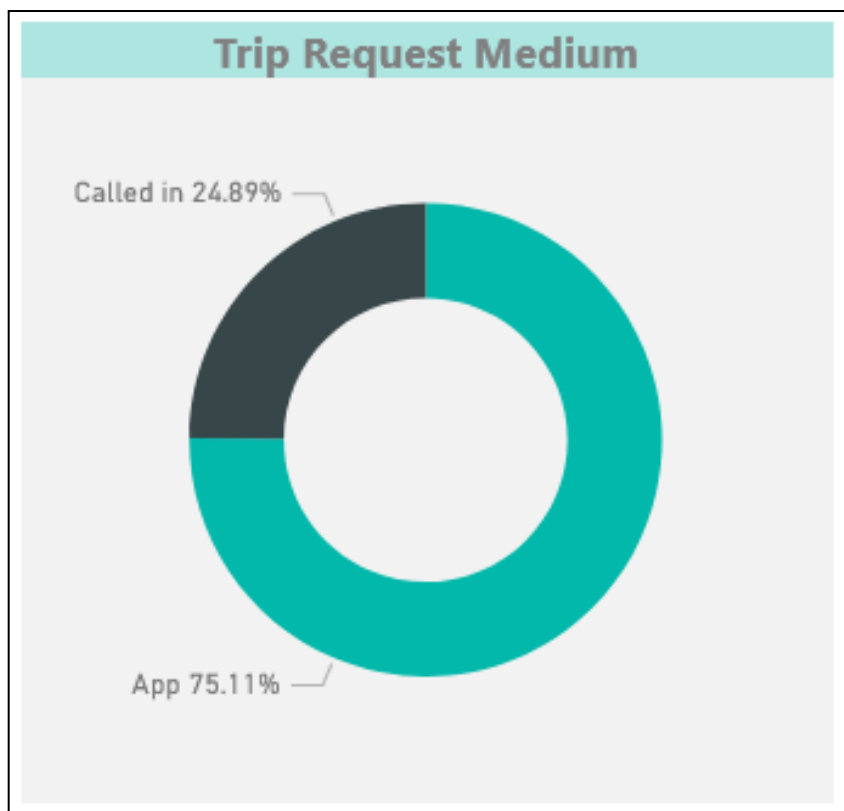
As part of the service offered through Blaise Transit, the Town is able to review a number of metrics related to the on-demand transit service and its performance from its initiation on March 28, 2022 to the end of November, 2022. The following section of this Report, contains the metrics generated by and extracted from the Blaise Engine along with an explanation of each.

### **Trip Requests**

Figure 1 provides a breakdown of the trip request medium which is the percentage of trips made through the Blaise App versus the number made through the Answer 365 call-in service. The call-in service is available to those riders who do not have access to a smart phone where the app can be downloaded or are not comfortable using the technology. Approximately three quarters of the trips were booked through the app. Although this percentage of riders remained consistent, the amount of time necessary to

book rides diminished over this period. Although the goal is to encourage more riders to use the app, thereby reducing costs associated with the call-in service, there will always be a proportion of the ridership that will need to use a call-in service.

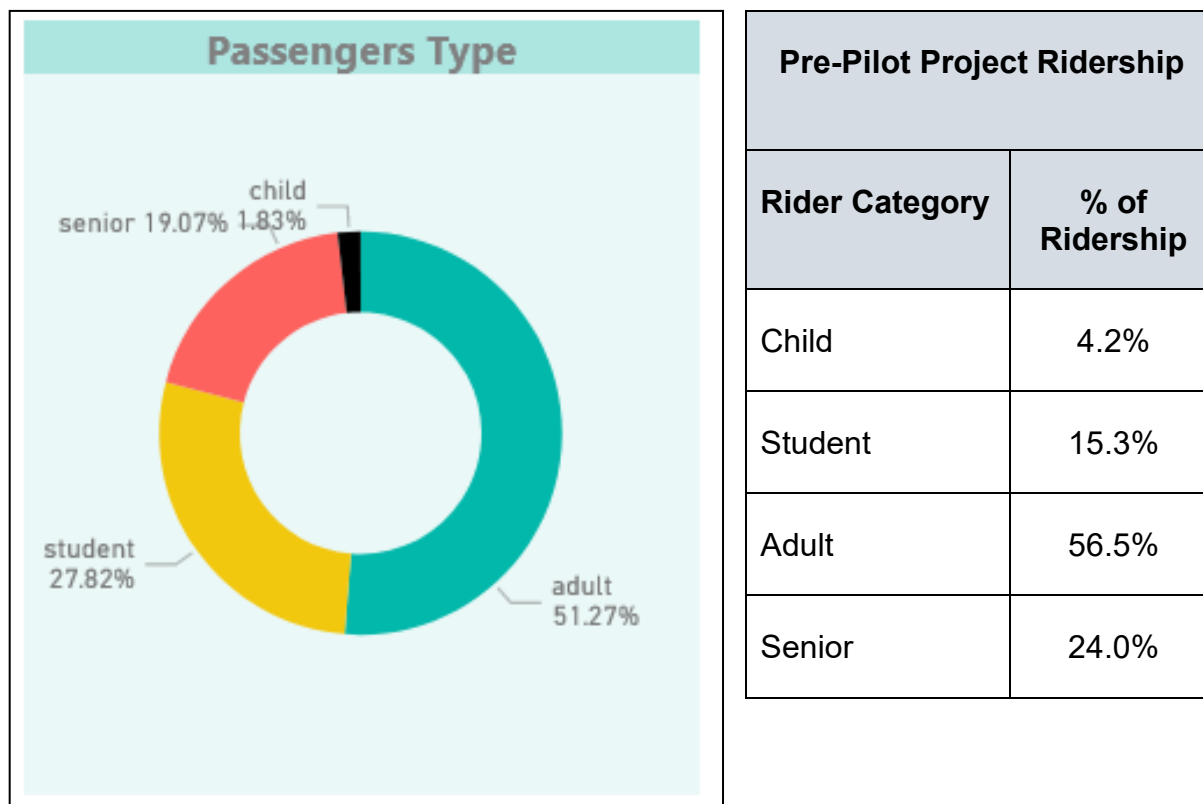
**Figure 1**



## Passenger Type

Figure 2 breaks down the percentage of riders into the following categories: Adults (18-54); Students (6-17 or college/university students with a valid student ID); Seniors (55 and over); and Children (5 and under). Adults used the service most frequently followed by students, seniors and children. This ridership profile prior to the pilot project was: Adults 56.5%; Students 15.3%; Seniors 24.0%; and Free 4.2% (the free category captured children 5 and under as well as veterans, blind persons and those assisting riders who use a wheelchair). The reduction in seniors and adults relative to students using the system is consistent with some of the ridership comments received regarding the reluctance of senior riders to use the on-demand technology.

**Figure 2**

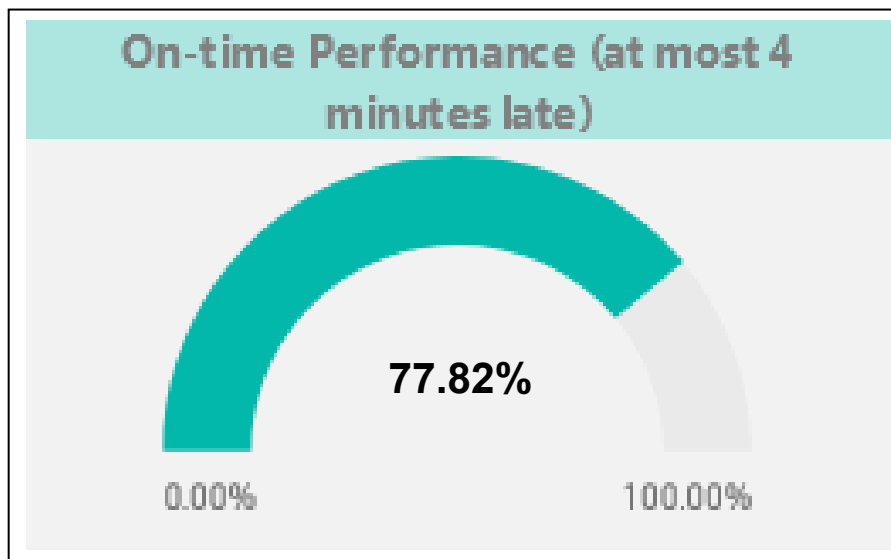


## Trip Performance

Figure 3 demonstrates that nearly 78 percent of trips were on time based on being within four minutes of the requested trip time. It should be noted that a trip could be requested by either desired departure time or arrival time depending on the trip purpose. For example, a rider that can't leave work before 5:00 p.m. may request a trip by a departure time of 5:05 whereas a rider who needs to be at work by 9:00 a.m. may request an arrival time of 8:45 a.m. The app then balances all the competing requests and provides a time within a prescribed window from the requested departure or arrival time (i.e. 15 minutes later or earlier). The rider can then accept or deny the offered ride.

In terms of the trip time, the Blaise Engine indicated that the average walk to the nearest bus stop was two minutes, the time waiting for the bus was one minute, the time spent riding on the bus was 13 minutes and the average time walking to the destination was two minutes for a total trip time from origin to destination of 18 minutes. Although there is no official data noting the average time spent on the bus when the TTS was a fixed route system, one of the common complaints was that the trips were not direct enough given the circuitous one-hour route resulting in longer time spent on the bus.

**Figure 3**



### **Total Boardings**

Figure 4 depicts the monthly boardings which ranged from 717 in July to 1,011 in September for months in which the service was operating for the entire month. This amounted to an average of 914 monthly boardings. As a comparison, monthly average totals from 2012 to 2019 ranged from 2,200 to 2,450 and during the pandemic, the average monthly ridership was 1,085 and 1,200 in 2020 and 2021, respectively. Accordingly, ridership has dropped to 37-42 percent of the pre-pandemic levels and 76-84 percent of the ridership during the pandemic. Prior to launching the on-demand program, it was anticipated that ridership would increase due to shorter commute times and increased reliability and flexibility.

**Figure 4**



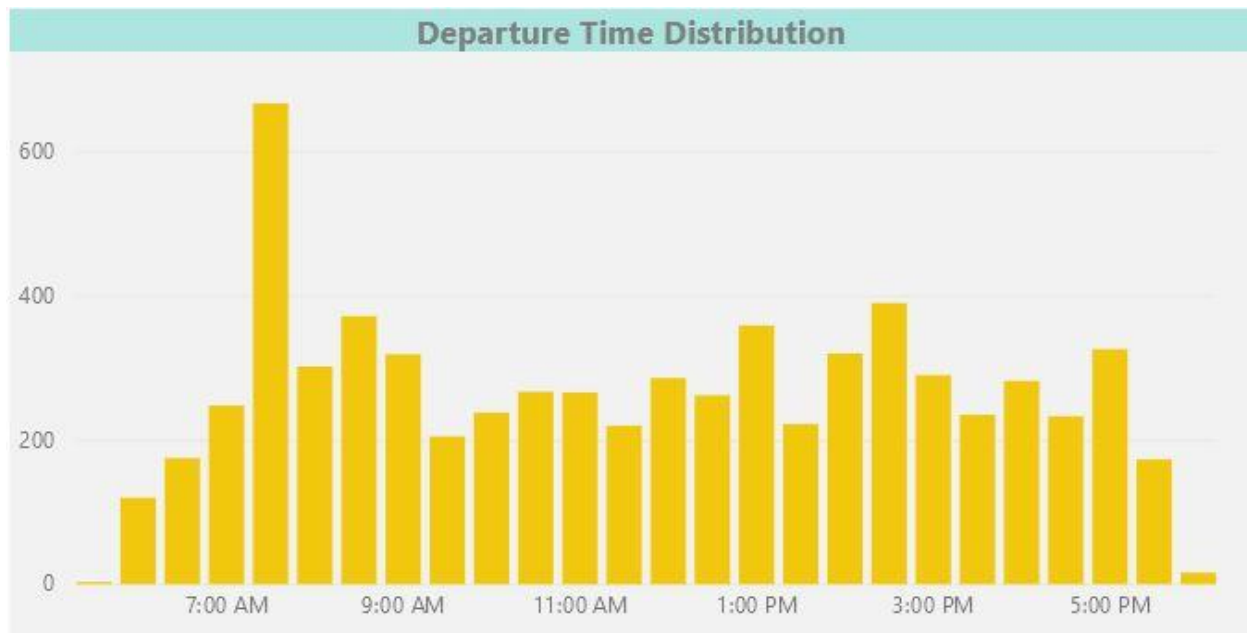
### Trip Distribution

The aforementioned boardings were distributed relatively evenly throughout Monday to Friday with an average of approximately 40 riders per day. On Saturdays however, the average number of trips was only 26 due to schools and some businesses being closed that day.

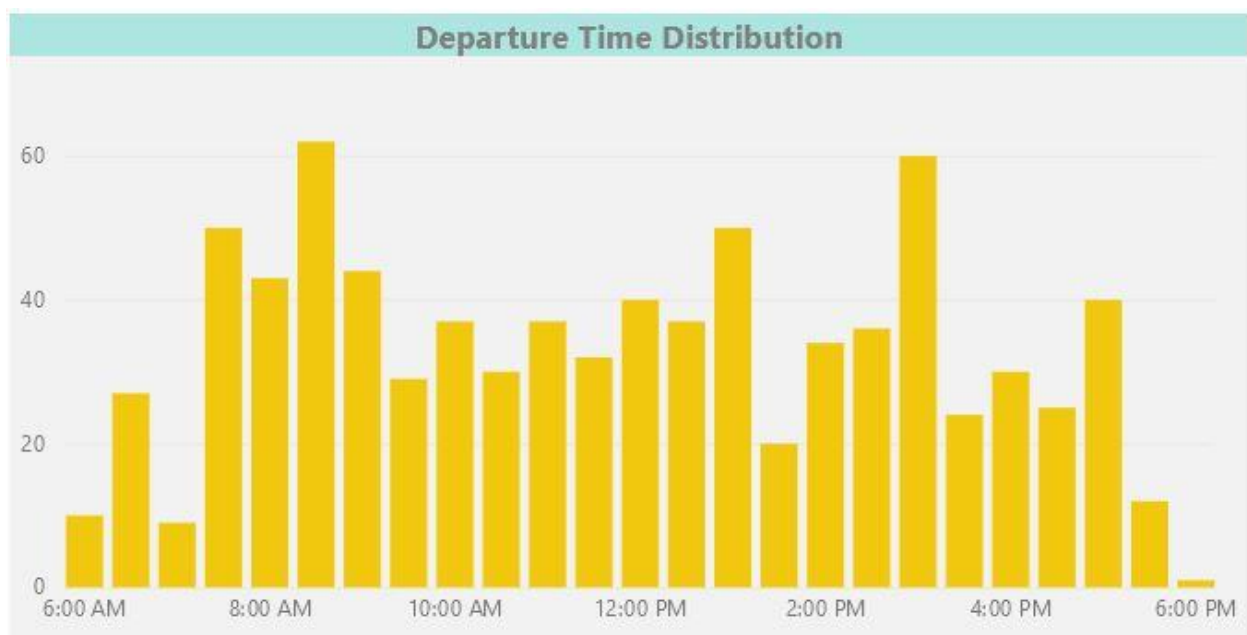
As Figure 5 (Monday-Friday) below illustrates, trips were also relatively evenly distributed throughout the day with the exception of a peak around 8:00 a.m. when riders were boarding to go to work or school. It was during this time that the app had some difficulty accommodating trips, particularly when there were competing rides requests at opposite ends of the route (i.e. rides originating from Tecumseh Mall versus those originating from in town). This situation led to some rides getting pushed outside of the desired departure or arrival times thereby causing frustration for riders.

On Saturdays, this distribution was more evenly distributed and the morning peak wasn't as pronounced as evidenced by Figure 6. The data suggests that the combined lower ridership and more evenly distributed trips on Saturday enabled the on-demand system to better accommodate trip requests. The system therefore experienced fewer problems on Saturdays and used significantly less fuel due to lower kilometres traveled.

**Figure 5 – Monday to Friday**



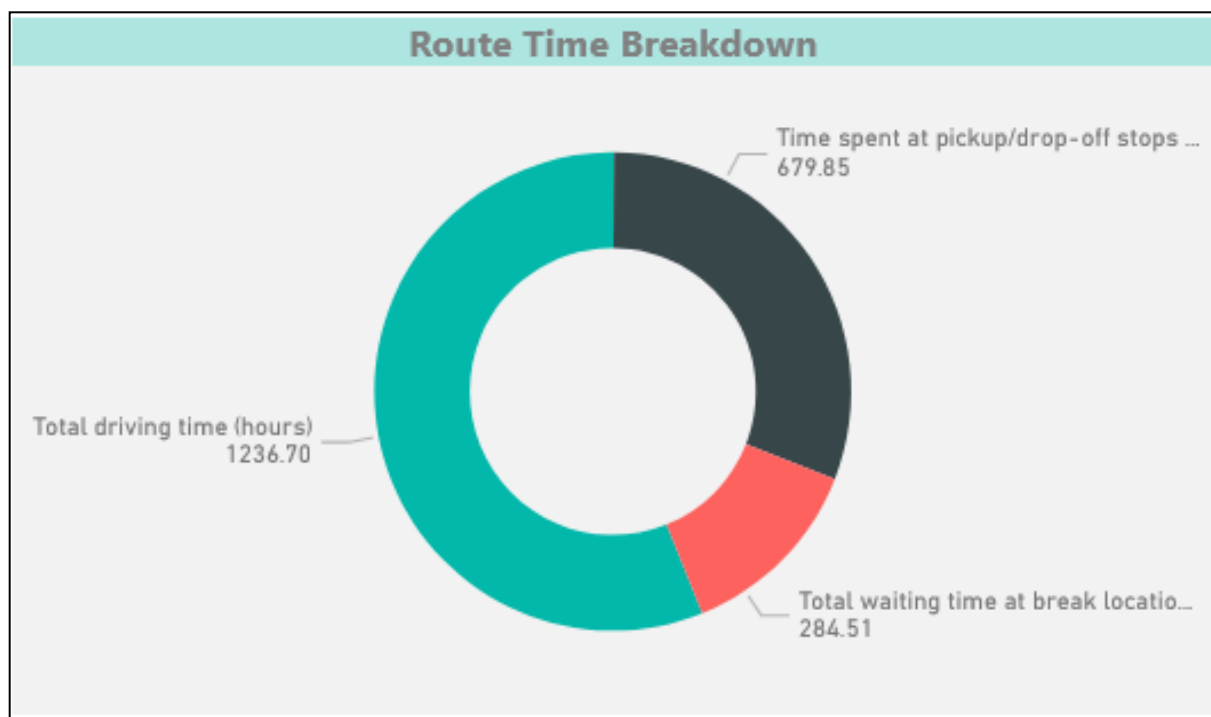
**Figure 6 - Saturday**



## Route Time Breakdown

The TTS bus travelled an average of 222.8 kilometres per day. Prior to the on-demand pilot project, the average daily kilometres travelled were 360 and average monthly fuel usage was 2,476 litres. The average monthly fuel usage during the on-demand transit service was 1,784 representing a reduction of 692 litres or 28 percent per month. The reason for the fewer kilometres travelled and lower fuel consumption was due in part to lower ridership but also because the bus would not be in operation when it wasn't required as opposed to a fixed route approach where the bus would continue to follow a route regardless of ridership demand. Figure 7 below indicates that out of the total 2,201 hours that the bus was in service over the pilot project, 679.85 hours were spent at bus stops and 284.51 of those hours were spent at a break location. This is one of the benefits of an on-demand service – it reduces the number of kilometres and fuel thereby saving money on gas and reducing GHG emissions.

**Figure 7**



## Most Popular Origins and Destinations

Attachments 1 and 2 geographically illustrate the origins and destinations of all trips during the pilot project. The top 10 pick-up location and drop-off locations are listed in the following table:

Top 10 Pick-Up Locations	Top 10 Drop-Off Locations
Tecumseh Mall	Tecumseh Mall
Southfield Westbound (Stop immediately before Tecumseh Mall)	Sobey's Plaza
Zehrs Plaza	Southfield Westbound (Stop immediately before Tecumseh Mall)
Sobey's Plaza	Food Basics Plaza
Lacasse Street @ Little River	Lacasse Street @ Little River
Food Basics Plaza	L'Esson High School
L'Esson High School	Manning Road @ Lanoue
Lesperance Road @ Little River	Riverside Drive @ Lakewood Park North
Shawnee Road @ Arbour Street	Lesperance Road @ Little River
Brouillette Court Eastbound	Manning Road @ Tecumseh Road

The maps in Attachments 1 and 2 and the foregoing table indicate that the vast majority of trips either originate or end at Tecumseh Mall in Windsor where a Transit Windsor hub exists enabling riders to access key destinations throughout the city. A total of 2,924 trips originated at this location and it acted as a destination for 2,439 trips. Most of the trip routing activity, approximately 70 percent, took place between Tecumseh Mall and destinations along the Tecumseh Road corridor – particularly the Zehrs and Food Basics grocery stores in Tecumseh and the Sobey's Plaza in Lakeshore. Other popular origins/destinations included the high density residential area along Tecumseh Road served by the stops on Southfield Drive, Lacasse Street and Lesperance at Little River Blvd, L'Esson High School and Riverside Drive at Lakewood Park North (St. Clair Beach Retirement Facility). It is anticipated that as growth and intensification in the Tecumseh Road corridor continues, demand for the transit service in this area will increase. Some of the least popular stops included the stops along Arlington and Riverside in the east end of town, Renaud at Lesperance and Bedell and Manning at Little River Blvd.

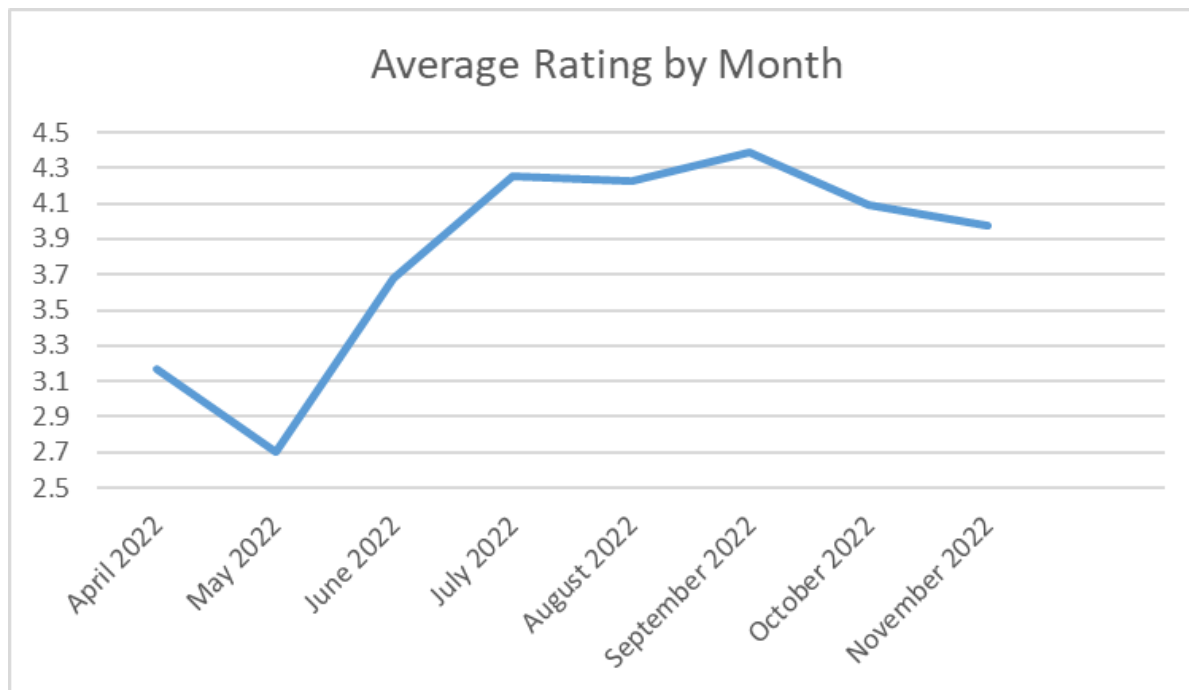
## Ridership Rating

Another feature of the app was the ability for riders to provide a rating out of five and/or comments on the trip experience. Figure 8 shows the progression of this rating from April to May. Initially, ratings were low as riders adjusted to the new system and parameters were being adjusted to better address ridership demands. Ratings improved over time as some of



the bugs were worked out and riders adapted leading to an average passenger rating of 3.66 for the eight-month period.

**Figure 8**



This numeric rating is augmented by the ridership comments which revealed a polarization of ridership experience. A sample of some of the comments received is contained in Attachment 3. The most popular comments could be grouped into the following themes:

- Complementary toward the drivers;
- Bus didn't show up/was late/came early and I missed it;
- Transit app keeps pushing pick-up time past booked time and adversely affected trip;
- Service not reliable; and
- Negative Call Centre experience (mostly early on in the pilot project).

### **Cost of Pilot Project**

Following is the estimated cost of the on-demand pilot project to the end of 2023 along with the Federal and Provincial funding received by the Town toward that cost:

<b>Project Costs</b>	<b>Approved Budget</b>	<b>Actual Amount</b>
Software Solution/App Development	\$10,000	\$10,000
Marketing/Promotion/Education	\$5,800	\$5,800
Call-in Centre*	\$50,000	\$22,650
Tablets	\$2,500	\$2,500
Tablet Bus Mounts	\$1,900	\$1,900
<b>Total Project Costs</b>	<b>\$70,200</b>	<b>\$42,850</b>
<b>Project Funding</b>		
CHCI Funding	\$27,150	\$27,150
SRA Funding	\$5,000	\$5,000
<b>Total Project Funding</b>	<b>\$32,150</b>	<b>\$32,150</b>
<b>Net Cost to Town</b>	<b>\$38,050</b>	<b>\$10,700</b>

\* includes estimated December expense of \$2,000

The difference between approved budget net cost to the Town versus the actual amount is due to fewer riders using the call-in centre than had been originally projected.

## On-Demand Transit Service Analysis – Summary of Findings

Although the pilot project has not been in effect for the full 12 months, it has become apparent that the Town's current service area and peak demand time periods are not entirely conducive to an on-demand approach. The competing demands for popular trips at opposite ends of the service area (i.e. Tecumseh Mall and origins/destinations within Tecumseh) with only one bus in service resulted in some trip times being altered to the extent that they no longer met the needs of the rider. Given that most trips either start or end at Tecumseh Mall, there is constant potential for conflicting trip requests. When a trip is pushed back by any time, it makes it difficult for riders to plan their transfers to or from the Windsor transit system resulting in either missing a connecting bus or long waits for it at Tecumseh Mall. The Town received many complaints of this nature and we believe that the frustration caused by this predicament resulted in many riders leaving the system and having to find alternative transportation solutions.

Administration believes that there are alternative approaches to the status quo on-demand system that would at least partially address the issues currently being experienced. These alternatives are assessed in the following section of this Report.

## TTS Service Options for 2023

Administration has identified the following six options and an analysis of each is summarized in Attachments 4 and 5A to 5F:

Option 1: On-Demand Status Quo

Option 2: Former Fixed Route

Option 3: On-Demand with Two Vehicles

Option 4: Hybrid of Fixed Route and On-Demand with Two Vehicles

Option 5: Fixed Route – Tecumseh Road

**Option 6: Fixed Route Monday-Friday/On-Demand Saturday**

Upon review and assessment of each of the six options, Administration is recommending Option 6: Fixed Route Monday-Friday/On-Demand Saturday for the following reasons:

- Serves existing ridership and may help restore ridership to pre-pandemic levels
- On-demand functions better on Saturdays under lower and more evenly spread ridership (i.e. no a.m. peak periods)
- Passenger/driver frustration reduced
- Less Administration time/resources
- Less fuel/lower GHG than the former fixed route over six days
- Enables easier transition to wider use of on-demand in the future (i.e. in conjunction with Lakeshore or off-peak hours such as Sundays or evenings)

## **Need for Transit Service Delivery Contract Extensions**

### **First Student**

Regardless of which transit service delivery option is selected, there is a need to extend the contract with First Student at this time. The current contract was extended in 2020 to December 31, 2022. In order to ensure the service continues uninterrupted into 2023, it is important that the Town continues to use the current service provider – First Student. The Town continues to have a sound relationship with First Student and there is a high level of user satisfaction with the current TTS drivers.

Based on the foregoing, Town Administration recommends that Council authorize it to negotiate a one-year contract extension in accordance with Section 3 of the existing Transit Delivery and Maintenance Services Agreement. If Council agrees with this recommendation, a proposed Transit Delivery and Maintenance Services Amending Agreement will be prepared by the Town's Solicitor and brought before Council at the January 24, 2023 meeting under separate report. First Student has verbally agreed to continue to provide the service until the amending agreement is authorized for execution at that Council meeting. The one-year extension of service will provide an

opportunity for Administration to continue to investigate and properly assess different transit delivery models, including possible relationships with the Town of Lakeshore and the City of Windsor, for future consideration by Council.

### **Blaise Transit and Answer 365**

If Council agrees with the recommendation to proceed with Option 6, contract extensions will be required for Blaise Transit and Answer 365. Each contract will be less than the \$10,000 threshold established by the Town's Purchasing By-law and may therefore be approved by the Director. Administration also has a sound relationship with each of these service providers as they have both worked closely with the Town to optimize the on-demand service.

### **Future Optimization of Fixed Route**

The data through the pilot project did reveal that there are a number of ridership patterns that should be further reviewed in order to potentially optimize the fixed route. For example, there were two popular stops utilized as part of the on-demand service that were not part of the former fixed route – Sobey's grocery store in Lakeshore and Tecumseh Towne Centre on the southeast corner of the Lesperance Road/County Road 22 intersection. These stops were removed as part of a review in 2018 in order to maintain the one-hour headway of the former fixed route. It is believed that there are other opportunities to revise the fixed route while adding these popular stops.

It is therefore recommended that Council authorize Administration to further assess potential changes to the fixed route utilizing the findings of the on-demand pilot project and through a public engagement process. It is proposed that this assessment be undertaken in the first quarter of 2023 and that the findings be brought forward to Council as part of a future report.

### **Summary**

The on-demand pilot project has provided the Town with an opportunity to understand both the benefits and constraints of the service model by way of direct experience. Maintaining the on-demand service on Saturdays will enable the Town and transit riders to continue to become accustomed to this type of service and provide future opportunities for expanding/enhancing transit service through the addition of evening hours and Sundays. The pilot project demonstrated that the on-demand approach was able to provide a good level of service on Saturdays with few complaints. Finally, it is anticipated that the service itself will continue to improve as Blaise Transit further develops its software solution with continual updates, with additional opportunities for an improved application if the Town expands beyond a one-bus service model in the future.

Council is requested to approve in principle the proposed Fixed Route Monday-Friday/On-Demand Saturday TTS delivery model for 2023 at this time. The additional

revenue and costs associated with the proposed delivery model are outlined on Attachment 4 and in the Financial Implications section of this Report. Pre-budget approval in advance of the 2023 budget deliberations is requested to facilitate service continuity past December 31<sup>st</sup> of this year.

## Consultations

Financial Services  
 First Student Canada  
 Blaise Transit

## Financial Implications

In accordance with Option 6 in Attachment 4, the 2023 estimated cost of reverting back to a fixed-use service Monday-Friday and continuing to use on-demand transit on Saturdays only is detailed in the following table:

<b>Expenses</b>	<b>Former Fixed Route (Option 2)</b>	<b>Recommended Option Original Fixed Route Monday-Friday On-Demand Saturday (Option 6)</b>
<b>First Student</b>	\$250,000	\$250,000
<b>Blaise On-Demand App</b>	n/a	\$10,000
<b>Answer 365 Call Centre</b>	n/a	\$10,000
<b>Operational Cost -Total</b>	<b>\$250,000</b>	<b>\$270,000</b>
<b>Annualized Capital (Vehicles)</b>	\$80,000	\$80,000
<b>Total Estimated Annual Cost</b>	<b>\$330,000</b>	<b>\$350,000</b>
<b>Estimated Provincial Gas Tax Contribution (75%)</b>	\$247,500	262,500
<b>Net Annual Cost</b>	<b>\$82,500</b>	<b>\$87,500</b>

The net financial impact to the tax base is \$5,000 per year.

## 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:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

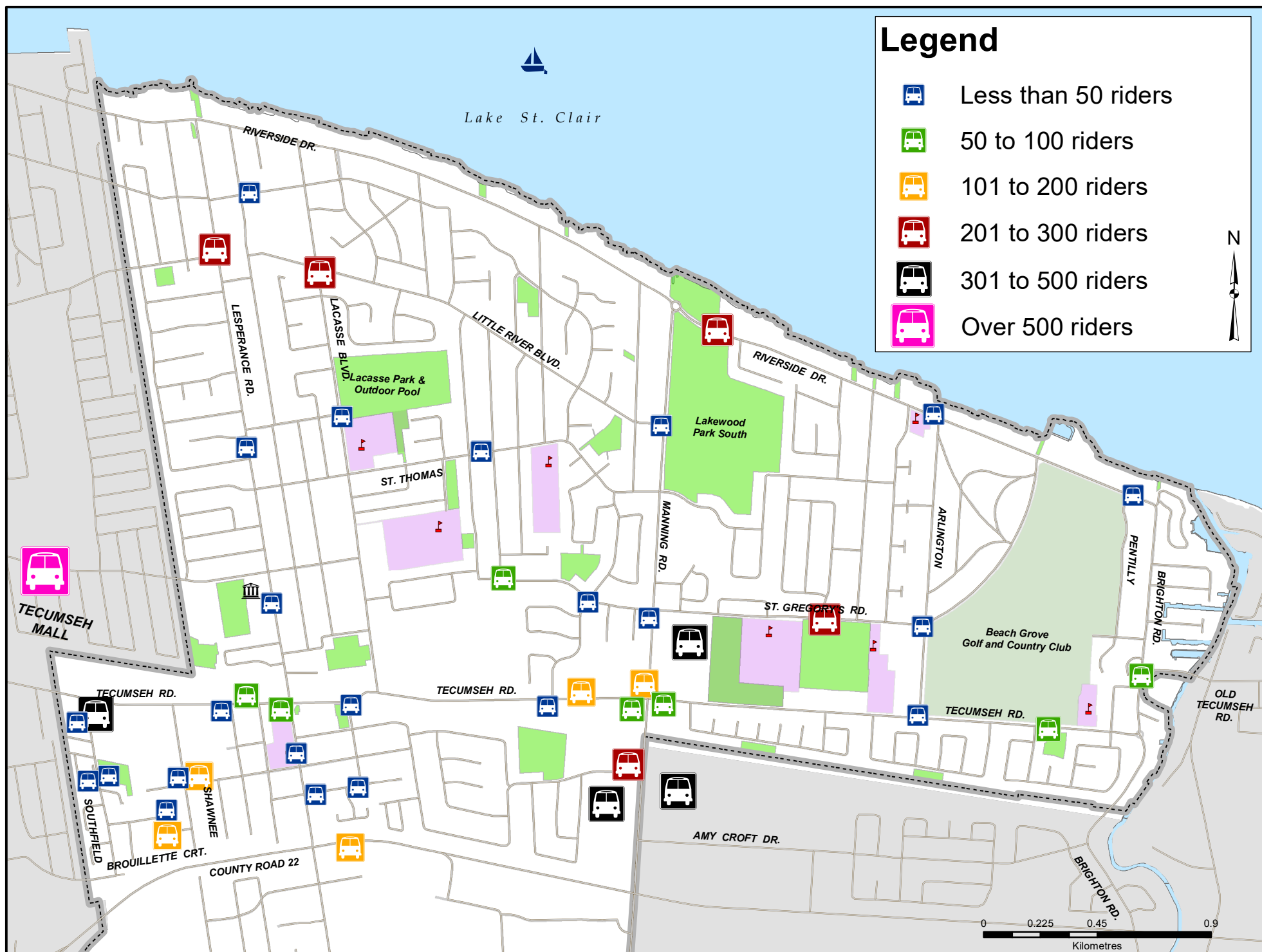
Recommended by:

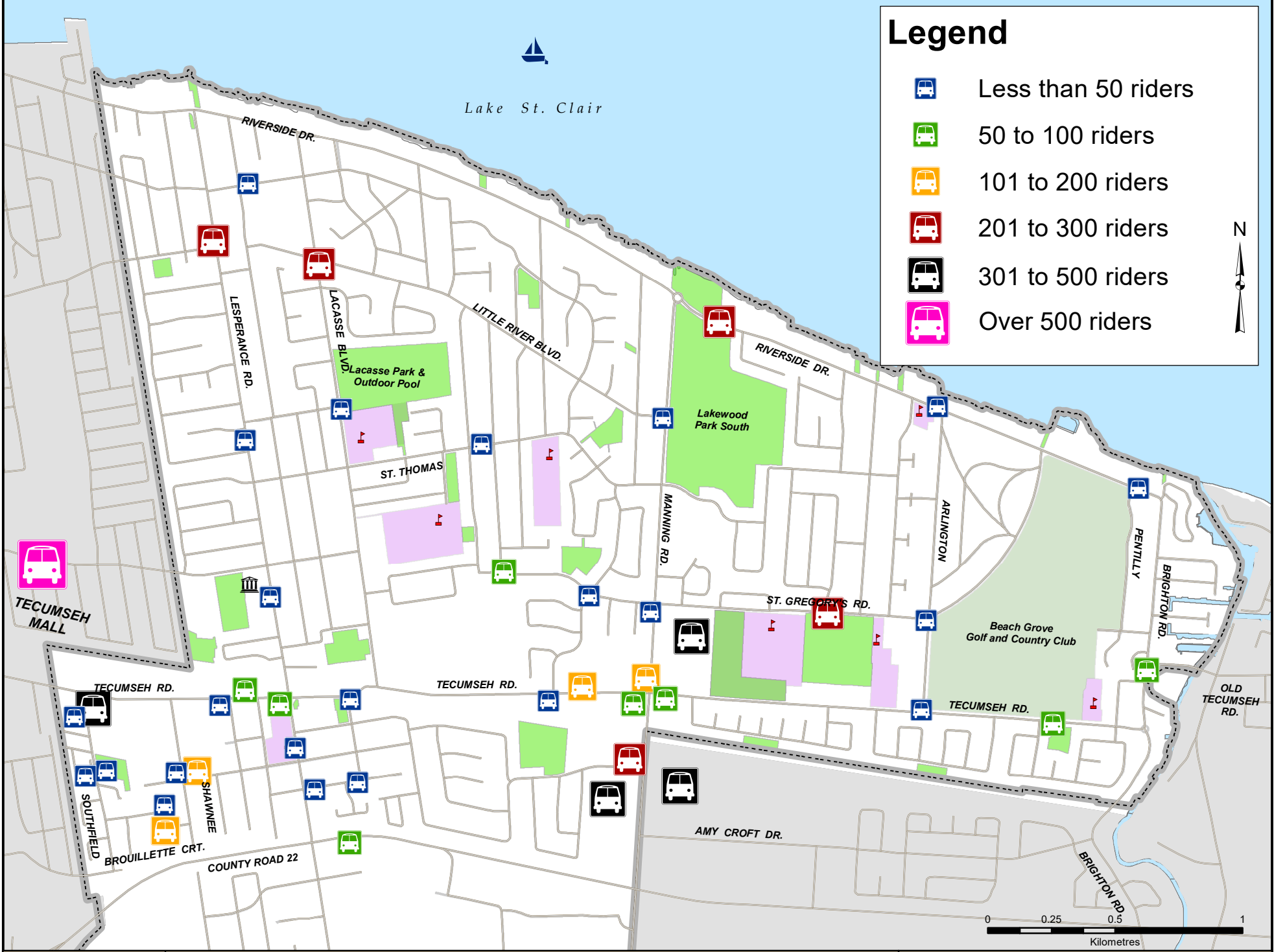
Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1.	Total On-Demand Ridership by Bus Stop – Pick-up Location Requests
2.	Total On-Demand Ridership by Bus Stop – Drop-Off Location Requests
3.	Selected Comments Received
4.	Analysis of Service Delivery Options
5A.	Option 1 – On-Demand/Status Quo

<b>Attachment Number</b>	<b>Attachment Name</b>
5B.	Option 2 – Original Fixed Route
5C.	Option 3 - On-Demand (2 Vehicles)
5D.	Option 4 – Hybrid Fixed Route Tecumseh Road/On-Demand
5E.	Option 5 – Fixed Route Tecumseh Road
5F.	Option 6 – Original Fixed Route (Mon. to Fri.)/On-Demand (Saturdays)

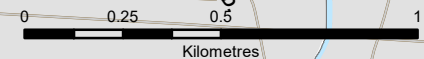






**Legend**

- Less than 50 riders
- 50 to 100 riders
- 101 to 200 riders
- 201 to 300 riders
- 301 to 500 riders
- Over 500 riders



Prepared By:  
Development Services

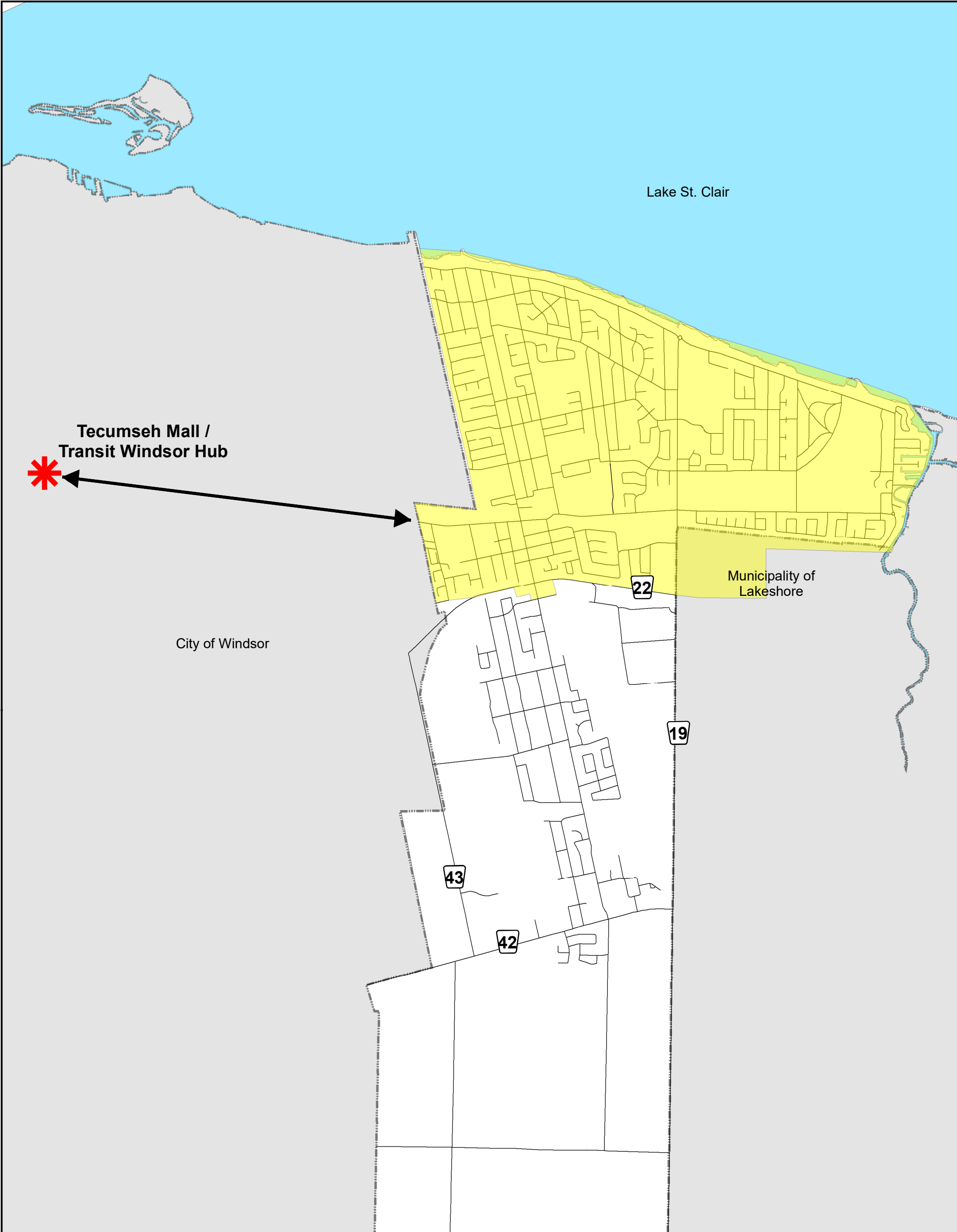
**Attachment 3, DS-2022-47**  
**Tecumseh Transit Service**  
**Selected Comments Received**

Selected Comments Received through the Blaise App
<p>"This is amazing. Just for the fact that I don't have to go around the whole town for just a 10 minute trip is A++ to me. I love it."</p>
<p>"Great drivers, great service, unfortunate that the pick-up/drop-off times can be more than 10-15 minutes later once the trip updates. Wish the call centre was in the area too!"</p>
<p>"This is not a good service it doesn't provide any kind of ease to the passengers. Timings are worst which doesn't match with transit Windsor. Old system was good."</p>
<p>"It was a perfect one. Thanks for the awesome driver."</p>
<p>"The worst! They are always late and I have to attend Doctors appointments which are crucial every week. I am expected to be on time, not late every week."</p>
<p>"The bus was over 20 minutes late but instead of the app to update with a new time, it kept us at the bus stop standing under the hot sun. It is not right we have to pay for subpar service."</p>
<p>"New to Windsor and Tecumseh and Faith was very understanding of my lack of knowledge of the system. She made sure I arrived at my destination safe and sound and was knowledgeable and willing to answer any questions I had."</p>
<p>"The driver is nice, helpful and professional, and the transit is clean. Smooth ride."</p>
<p>"Worst service. I booked bus for 8:20 on app it shows me 7:55 bus arrival time and bus didn't show up I waited about 20 minutes. Please manage the app I am always getting late on my work"</p>
<p>"Your app has been crashing on me since late last night. I uninstalled/reinstalled the app 3x. But it still crashed after inputting my request. Please fix. Also, give my thanks to the call-in operator in New Brunswick (I didn't get his name) for listening and booking my rides for me. Give him a raise!"</p>
<p>"Every day, this bus is late and updates and makes mg child late for school. I have tried numerous different times to remedy this on my own. But it's either my 13 year old has to leave at 650, and arrive at school 1.5 hours early. Or be picked up at 815 and be late for school. This app is not working and we need to go back to a regular schedule."</p>
<p>"The driver has a "Heart of Gold ". Thanks to all the drivers for their dedication and hard work. Long live Tecumseh!"</p>


**Attachment 4, DS-2022-47**  
**Tecumseh Transit Service**  
**Analysis of Service Delivery Options**

Analysis of Transit Service Delivery Options						
Expenses	Option 1 On-Demand Status Quo	Option 2 Former Fixed Route	Option 3 On-Demand Two Vehicles	Option 4 Hybrid Fixed Route Tecumseh Road and On-Demand with Two Vehicles	Option 5 Fixed Route Tecumseh Road	Option 6 Original Fixed Route Mon-Fri On-Demand Sat
First Student	\$250,000	\$250,000	\$400,000	\$400,000	\$250,000	\$250,000
Blaise Transit App	\$10,000	n/a	\$10,000	\$10,000	n/a	\$10,000
Answer 365 Call Centre	\$20,000	n/a	\$30,000	\$15,000	n/a	\$10,000
Total Operational Cost	\$280,000	\$250,000	\$440,000	\$425,000	\$250,000	\$270,000
Annualized Capital (Vehicles)	\$80,000	\$80,000	\$120,000	\$120,000	\$80,000	\$80,000
Total Estimated Annual Cost	\$360,000	\$330,000	\$560,000	\$545,000	\$330,000	\$350,000
Estimated Provincial Gas Tax Contribution (75% of municipal- own spending)	\$270,000	\$247,500	420,000	\$408,750	247,500	262,500
Net Annual Cost	\$90,000	\$82,500	\$140,000	\$136,250	82,500	\$87,500

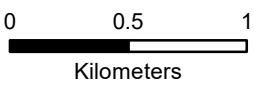
Analysis of Transit Service Delivery Options						
Expenses	Option 1 On-Demand Status Quo	Option 2 Former Fixed Route	Option 3 On-Demand Two Vehicles	Option 4 Hybrid Fixed Route Tecumseh Road and On-Demand with Two Vehicles	Option 5 Fixed Route Tecumseh Road	Option 6 Original Fixed Route Mon-Fri On-Demand Sat
<b>Observed/Anticipated Performance</b>	<ul style="list-style-type: none"> <li>Ridership down 50%</li> <li>Passenger/driver frustration</li> <li>Significant Administration time/resources</li> <li>Less fuel, GHG and vehicle wear</li> </ul>	<ul style="list-style-type: none"> <li>Ridership will increase but not realize full potential</li> <li>Less passenger/driver frustration</li> <li>Less Administration time/resources</li> <li>More fuel, GHG and vehicle wear</li> </ul>	<ul style="list-style-type: none"> <li>Ridership should increase</li> <li>Frustration should diminish</li> <li>Administration time/resources to address questions and technical issues but should be less</li> </ul>	<ul style="list-style-type: none"> <li>70% of riders served by proposed fixed route</li> <li>Ridership should increase particularly as density increases</li> <li>Still offers service accessibility to larger parts of community</li> </ul>	<ul style="list-style-type: none"> <li>Only 70% of existing ridership would be served</li> <li>Headway would be reduced from 1 hr to 0.5 hrs</li> <li>Would align well with areas of intensification and mixed-use</li> <li>Could provide good connectivity to future Lakeshore service</li> </ul>	<ul style="list-style-type: none"> <li>Serves existing ridership and may help restore ridership to pre-pandemic levels</li> <li>On-demand functions better on Saturdays under lower and more evenly spread ridership (i.e. no peak periods)</li> <li>Ridership/driver frustration reduced</li> <li>Less Admin time/resources</li> <li>Marginally less fuel/GHG</li> <li>Enables easier transition to wider use of on-demand in the future (i.e. in conjunction with Lakeshore or off-peak hours such as Sundays or evenings)</li> </ul>
<b>Option Assessment</b>	<ul style="list-style-type: none"> <li>Poor service delivery resulting in reduced ridership</li> <li>Not recommended</li> </ul>	<ul style="list-style-type: none"> <li>On-demand opportunities developed to date lost</li> <li>Not recommended</li> </ul>	<ul style="list-style-type: none"> <li>Requires two vehicles on route at same time resulting in significant cost increase</li> <li>Not recommended at this time</li> </ul>	<ul style="list-style-type: none"> <li>Provides enhanced service but requires two vehicles on the route resulting in significant cost increase</li> <li>Not recommended at this time</li> </ul>	<ul style="list-style-type: none"> <li>Reduced service area</li> <li>Not recommended at this time</li> </ul>	<ul style="list-style-type: none"> <li>Ridership returns to previous levels while optimizing on-demand benefits on Saturdays</li> <li>Retains knowledge gained from the on-demand pilot project and represents good value for money</li> <li><b>Recommended</b></li> </ul>



**Legend**

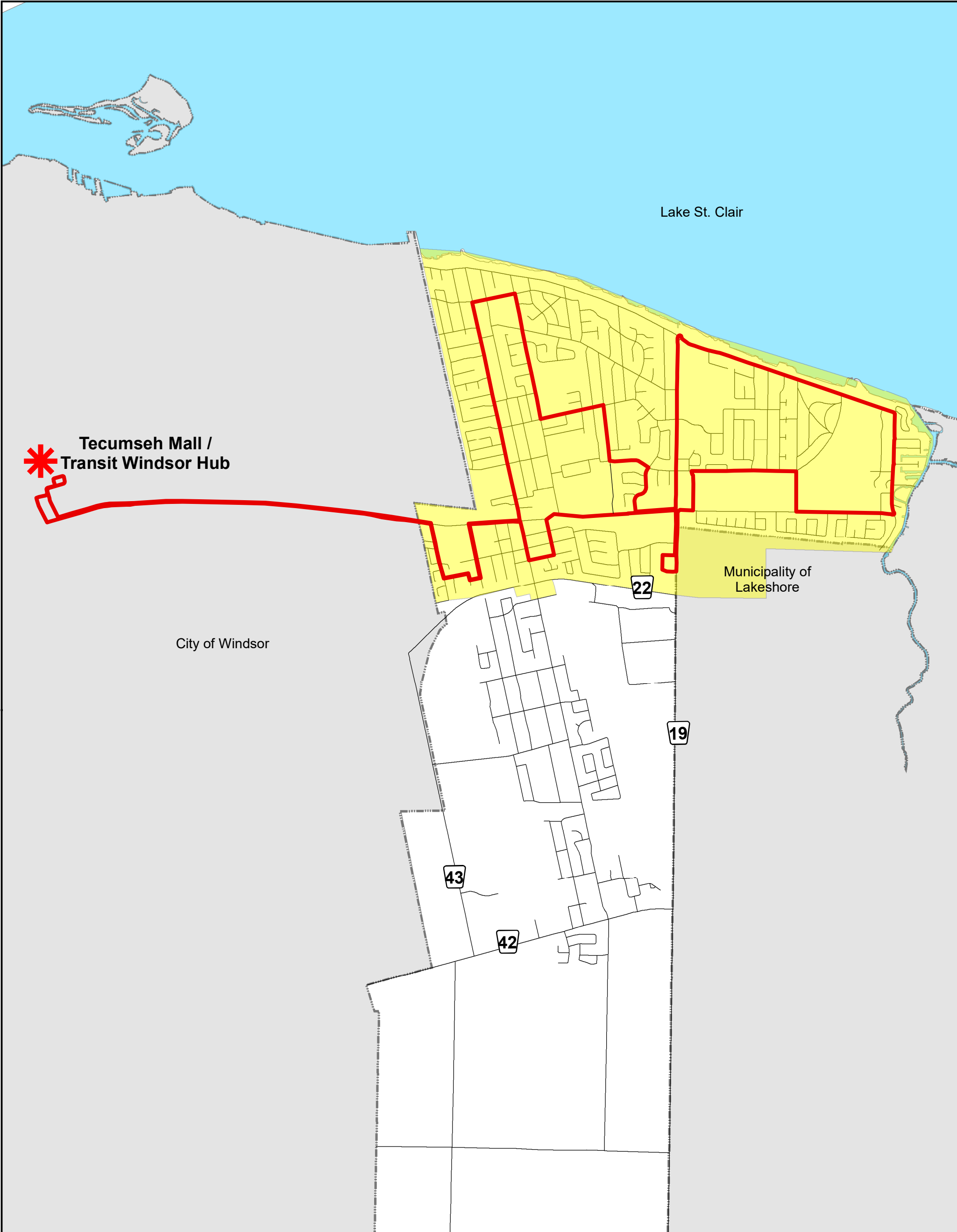
 On-Demand Service Area (1 bus)

**Attachment 5A,DS-2022-47**  
Tecumseh Transit Service  
**Option 1: On-Demand/Status Quo**





Prepared By:  
Development Services



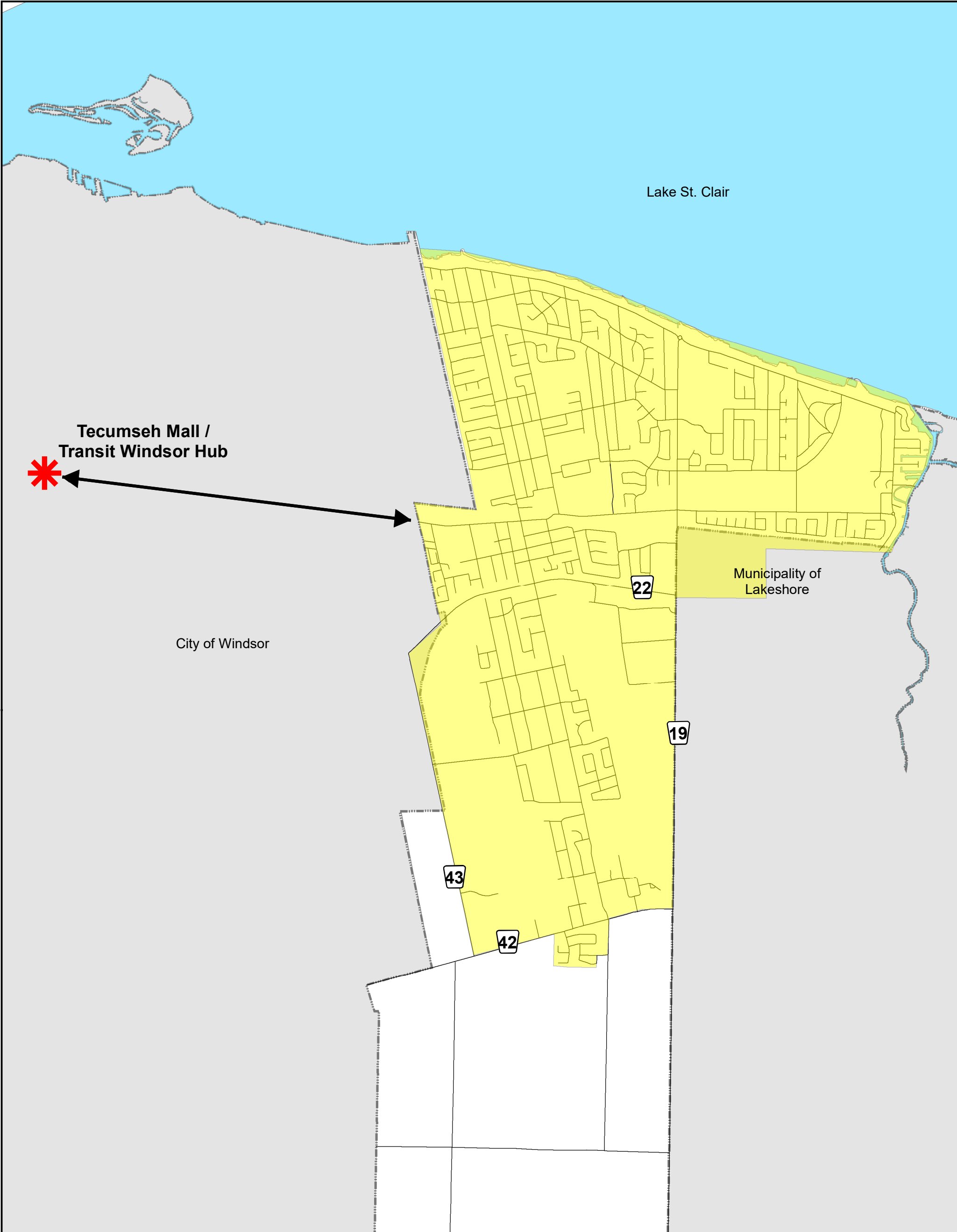


**Legend**

-  Original Fixed Route (1 bus)
-  Service Area

**Attachment 5B,DS-2022-47**  
Tecumseh Transit Service  
**Option 2: Former Fixed Route**



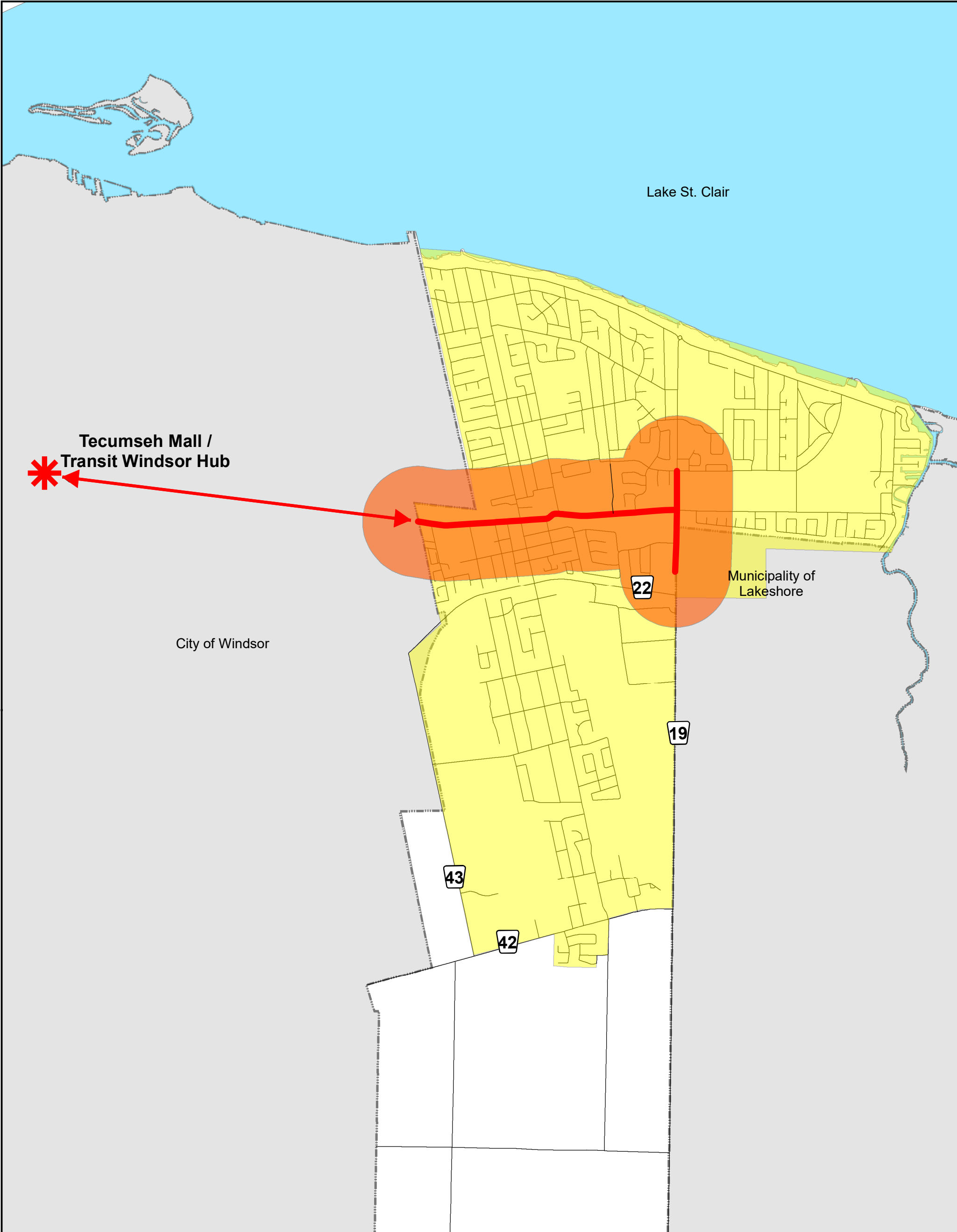


**Legend**

 On-Demand Service Area (2 vehicles TBD)

**Attachment 5C, DS-2022-47**  
Tecumseh Transit Service  
**Option 3: On-Demand (2 Vehicles)**





**Legend**

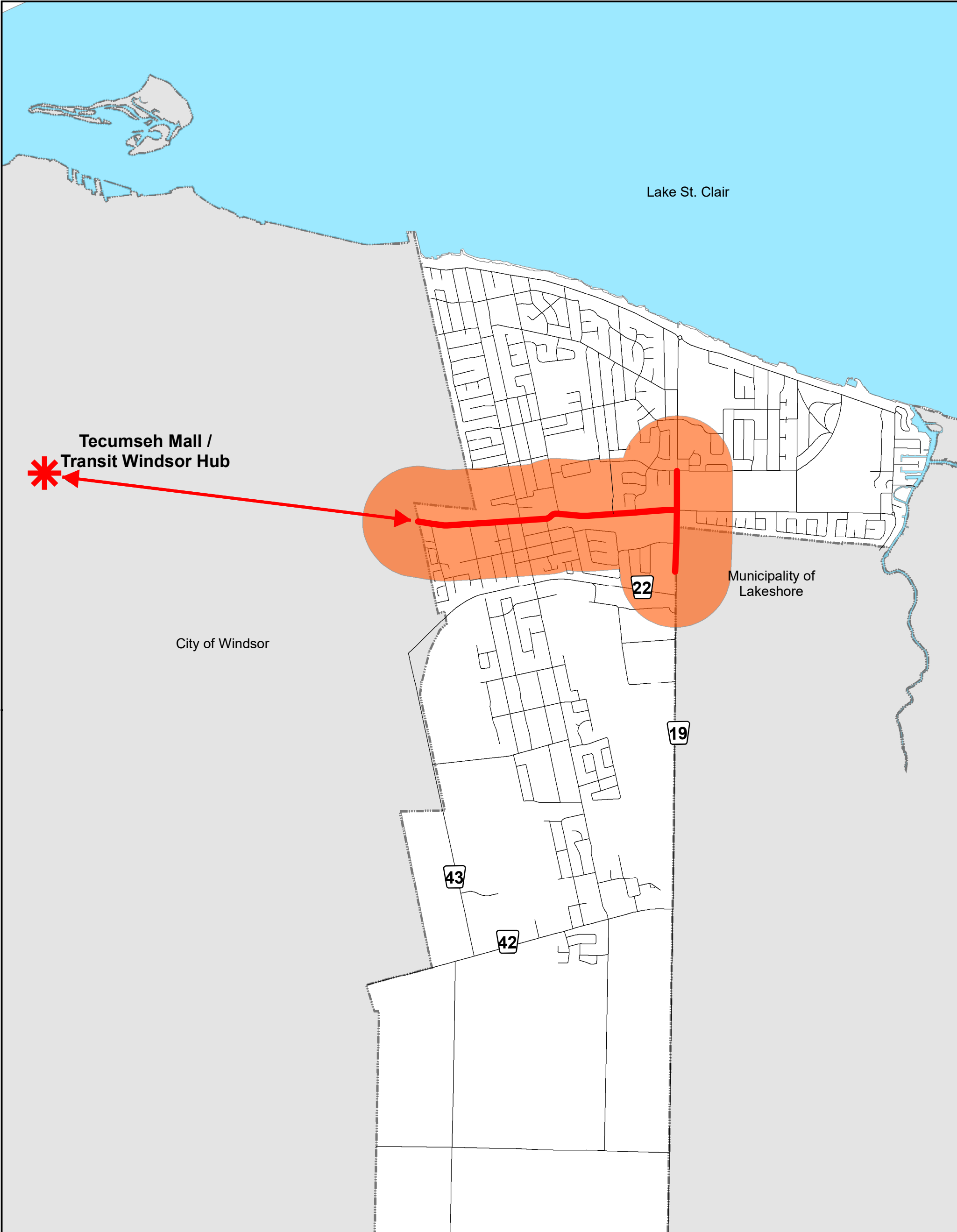
- Fixed East-West Bus Route (Tecumseh Rd./Manning Rd. Areas)
- Fixed Route Service Area (by bus)
- On-Demand Service Area (by van)

**Attachment 5D, DS-2022-47**  
**Tecumseh Transit Service**  
**Option 4: Hybrid Fixed Route Tecumseh Road/**  
**On-Demand**



0 0.5 1  
Kilometers

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Prepared By:  
Development Services

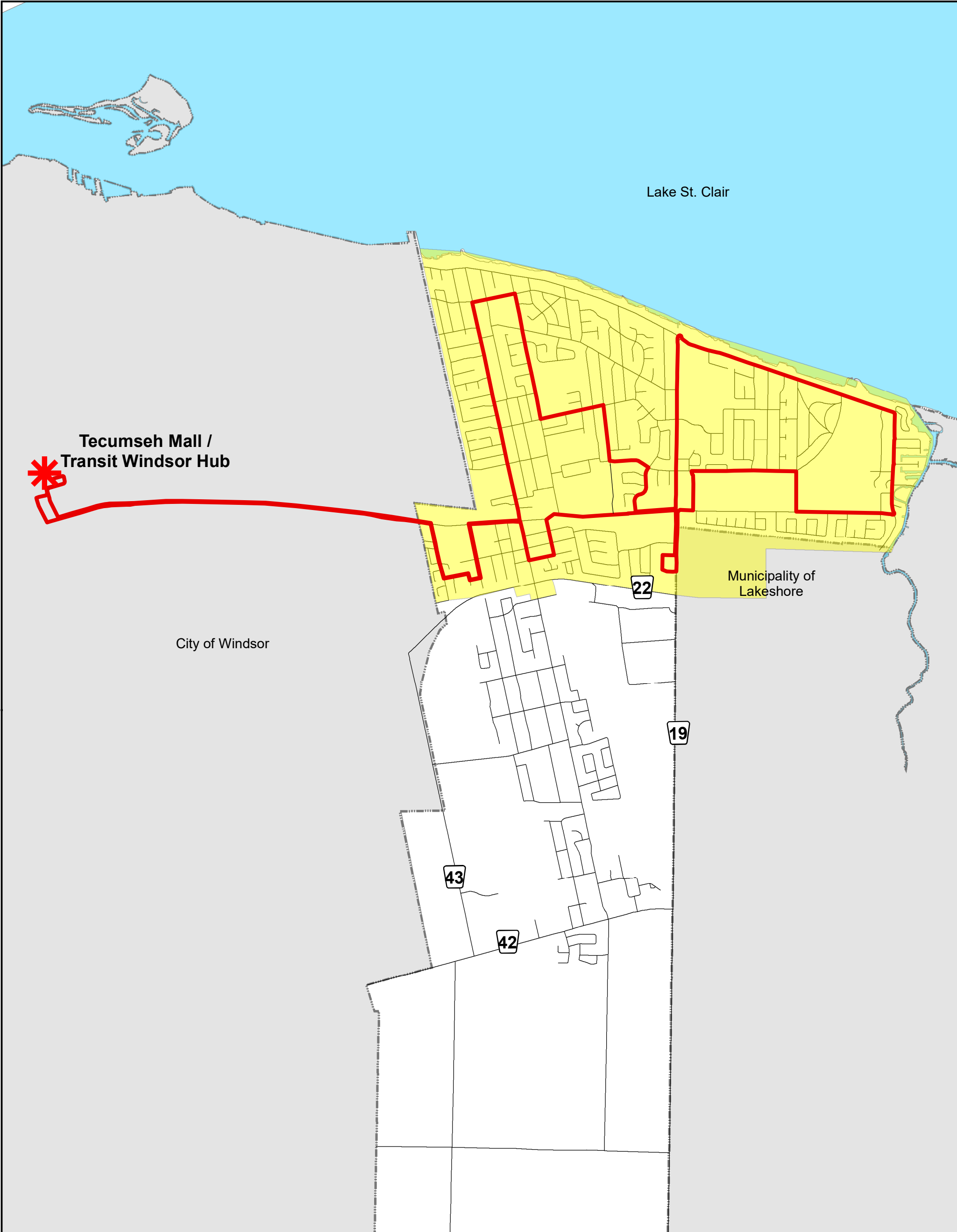


**Legend**



-  Fixed East-West Bus Route (Tecumseh Rd./Manning Rd. Areas)
-  Fixed Route Service Area (by bus)

**Attachment 5E, DS-2022-47**  
**Tecumseh Transit Service**  
**Option 5: Fixed Route Tecumseh Road**

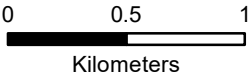




**Legend**

-  Original TTS Fixed Route
-  Service Area (On-Demand Saturdays Only)

**Attachment 5F, DS-2022-47**  
**Tecumseh Transit Service**  
**Option 6: Original Fixed Route (Mon.-Fri)/**  
**On-Demand Saturday**



Prepared By:  
Development Services



## The Corporation of the Town of Tecumseh

Development Services

**To:** Mayor and Members of Council

**From:** Brian Hillman, Director Development Services

**Date to Council:** December 13, 2022

**Report Number:** DS-2022-48

**Subject:** Town-Wide Site Plan Control Designating By-law

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### Recommendations

It is recommended:

**That** Report DS-2022-48, entitled “Town-Wide Site Plan Control Designating By-law,” **be received;**

**And that** a by-law designating the entirety of the Town of Tecumseh as a site plan control area, in accordance with Section 41 of the *Planning Act*, subsection 10.4.1 of the Tecumseh Official Plan and DS-2022-48, **be adopted;**

**And further that** By-laws 2003-82 and 2021-21 **be repealed.**

### Background

In June of 2021, the new Tecumseh Official Plan (“Tecumseh OP”) was approved by the County of Essex (the approval authority). Subsection 10.4 of the Tecumseh OP establishes that the Town of Tecumseh in its entirety shall be designated as a site plan control area. The Tecumseh OP further establishes that the following uses shall be subject to site plan control:

1. medium and high density residential development and commercial, industrial, recreational and institutional developments; and

2. mushroom operations, greenhouse operations and cannabis greenhouse operations.

Currently, there are two by-laws that designate the areas in the Town that are subject to site plan control, being By-law 2003-82 and By-law 2021-21. These two by-laws are summarized as follows:

1. By-law 2003-82 (adopted by Council on October 28, 2003):
  - This by-law was adopted in accordance with Section 56 of the County of Essex Restructuring Order, subsequent to the amalgamation of the former Town of Tecumseh, Village of St. Clair Beach and Township of Sandwich South;
  - It established that all lands in the former Town of Tecumseh and Village of St. Clair Beach were subject to site plan control, however, only certain commercially and industrially-zoned lands, along with all institutionally-zoned lands in the former Township of Sandwich South were subject to site plan control;
  - The result is that some of the older commercial and industrial areas in Oldcastle, the Sylvestre Business Park and along County Road 42 had vacant lots and properties with the potential for new commercial and industrial development that were not subject to site plan control.
2. By-law 2021-21 (adopted by Council on April 13, 2021):
  - This by-law designated mushroom operations, greenhouse operations and cannabis greenhouse operations on agriculturally-zoned lands as subject to site plan control;
  - By-law 2021-21 was adopted in accordance with the policy direction contained in the Tecumseh OP.

In light of the policy in the Tecumseh OP calling for the application of site plan control town-wide, it is appropriate to pass a new by-law in accordance with the Planning Act that will have the effect of designating the entire Town as a site plan control area along with identifying the types of land uses that will be subject to site plan control approval.

## Comments

### Site Plan Control

Site plan control is a tool that is used by the Town in accordance with the provisions of Section 41 of the *Planning Act*, to ensure that commercial, industrial, institutional, and

multi-unit residential development is designed, built and maintained appropriately. More specifically, Section 10.4.2 of the Tecumseh OP establishes the following objectives in using site plan control:

- To ensure a high standard of site design for new development, including landscaping, fencing, hard-surfacing of driveways and parking areas, lighting and on-site servicing including stormwater management;
- To ensure safety and efficiency of vehicular and pedestrian access;
- To minimize incompatibilities between new and existing development;
- To control the location of driveways, parking, loading and garbage facilities;
- To secure easement or grading and alterations necessary to provide for public utilities and site drainage;
- To ensure that the development proposed is built and maintained as approved; and
- To acquire public road widenings as a condition of approvals in locations established by the Tecumseh OP.

In accordance with changes to the *Planning Act*, site plan control approvals are now granted by Town Administration rather than Council. An approval involves the execution of a site plan control agreement, which includes detailed terms and site drawings. These agreements are ultimately registered on the title of the affected property.

### **Proposed New Site Plan Control By-law**

The new site plan control by-law will implement the policies of the Tecumseh OP and recent changes to the *Planning Act* as a result of the passage of Bill 23. The following is a summary of what land uses are proposed to be subject to site plan control:

1. All residential developments with greater than 10 residential units on a parcel of land;
2. All commercial, industrial, recreational or institutional developments, excluding the placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007; and
3. All mushroom operations, greenhouse operations and cannabis greenhouse operations.

Administration recommends that a by-law designating the entirety of the Town of Tecumseh as a site plan control area, in accordance with Section 41 of the *Planning Act*, subsection 10.4 of the Tecumseh OP and DS-2022-48, be adopted and that the existing site plan control by-laws, being By-laws 2003-82 and 2021-21, be repealed.

## Consultations

Public Works & Engineering Services

## Financial Implications

Increased revenue is anticipated as a result of the additional site plan control applications that will be required for those commercial and industrial lands within the former Township of Sandwich South that are currently not subject to site plan control.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐



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

Prepared by:

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

Reviewed by:

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

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None



## The Corporation of the Town of Tecumseh

Development Services

**To:** Mayor and Members of Council

**From:** Brian Hillman, Director Development Services

**Date to Council:** December 13, 2022

**Report Number:** DS-2022-49

**Subject:** Capstone Infrastructure Corporation Municipal Support  
Resolution: IESO Procurement Expedited RFP Submission

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### Recommendations

It is recommended:

**That** Report DS-2022-49, entitled “Capstone Infrastructure Corporation Municipal Support Resolution: IESO Procurement Expedited RFP Submission”, **be received**;

**And that** Council **support** the development, construction and operation of a Long-Term Reliability Project by Capstone Infrastructure Corporation in the Town of Tecumseh, more specifically named the South Shore Battery Electric Storage System Project, with a maximum contract capacity of 200 MW, having the unique Project ID of LT1RFQ-026-03-1, LT1RFQ-026-03-2 and LT1RFQ-026-03-3;

**And further that** it be **acknowledged** that the support for this project shall have the sole purpose of enabling Capstone Infrastructure Corporation to receive Rated Criteria points under the E-LT1 RFP or to satisfy its obligations under any contract awarded under the E-LT1 RFP and does not supersede any applicable permits or approvals under applicable Laws and Regulations that may be required for its Long-Term Reliability Project.

## Background

The Independent Electricity System Operator (IESO) ensures that a reliable source of electricity is provided throughout Ontario. This includes managing and planning the province's current and future energy needs. As the province is entering a period of electrical systems constraints driven by electrical demand, the IESO is securing 3,500 MW of capacity through various procurement streams including the Long-Term Electricity Reliability Services Requests for Proposals (LT1 RFP) and the complementary Expedited Process (E-LT1 RFP). This is being conducted to competitively procure year-round capacity from dispatchable New Build and Eligible Expansion Facilities incorporating electricity generation and storage that is registered or able to become registered in the IESO administered markets (larger than one MW and which can deliver a continuous amount of electricity to a connection point on a distribution system/transmission system for at least four consecutive hours during qualifying hours).

The E-LT1 RFP provides proponents with the opportunity to obtain Rated Criteria points which will be used to position the proposal more favourably in the E-LT1 evaluation process. Three criteria points are available for evidence being provided showing that a Long-Term Reliability Project has received support from the local municipality wherein the project is intended to be located.

The Town has received a request from Capstone Infrastructure Corporation ("Capstone"), a Toronto-based independent power producer (IPP) for a Municipal Support Resolution (MSR) for a proposed Battery Energy Storage System (BESS) for up to 200 MW on agriculturally zoned land in the Town. This project is specifically named the South Shore Battery Electric Storage System Project, with a maximum contract capacity of 200 MW, having the unique Project ID of LT1RFQ-026-03-1, LT1RFQ-026-03-2 and LT1RFQ-026-03-3.

After being assessed by the IESO for financial capability and project experience, Capstone was one of 55 applicants to be qualified as a shortlisted participant for the E-LT1 and LT1 RFPs. Representatives from Capstone will appear as a delegation at the Regular Council meeting of December 13<sup>th</sup> to present the proposed BESS.

## Comments

Battery storage systems are devices that allow energy to be stored when supply is higher than demand, then released back to the grid when demand is higher than supply. There are several benefits for employing battery storage systems, including:

- Storing energy when electricity prices are cheaper (i.e., at off peak rates) and supply is high;

- Allowing the province to store renewable energy (i.e. solar, wind), thereby offsetting the use of fossil fuels, even when it is not sunny or windy;
- Supporting the municipal, provincial and federal commitments to reduce greenhouse gas emissions;
- Approximately 95 percent of a lithium-ion battery can be recycled into new batteries;
- Battery storage is easily scalable for the size of the site available;
- New local storage assets may result in reduced outages during extreme weather events and improve restoration timelines when outages do happen.

Battery storage systems typically comprise a collection of 40 ft containers or cabinets placed on concrete pads, which store the electricity. They include several additional components such as air conditioning units, electrical controls and wiring. The design of the systems must meet provincial sound limits. The sites are always fenced and aside from normal site plan considerations, particular focus is placed upon potential noise generation and sufficient fire suppression.

The storage system is connected to a transformer before connecting to the local distribution system or provincial grid.

## **Benefits**

Capstone has identified the following short and long-term benefits to be derived from the BESS project.

### **Short-Term:**

- Construction work will be sourced locally whenever possible providing short-term employment;
- Permit fees will be paid to the Town;
- Secondary support services will be needed for housing, food, site maintenance, etc.

### **Long-Term:**

- Tax benefits for 20+ years;
- Industry diversification for the municipal tax base;
- Long-term jobs required for site management and continued maintenance;

- BESS will contribute to the safe and reliable electrical grid.

Capstone will be required to consult with regulatory bodies to secure various permits and approvals, including the Ministry of Energy, Ministry of Environment, Conservation and Parks, IESO, Electrical Safety Authority, Essex Region Conservation Authority (if site is within an ERCA regulated area) and Hydro One.

### **Official Plan and Zoning**

The area of the Town under consideration by Capstone comprises properties along both sides of Hydro One's 230 kV transmission line that extends across the southern portion of the Town from Howard Avenue, crossing Highway 3 and continuing easterly to Manning Road. The properties under consideration are designated Agricultural in the Town's Official Plan ("Tecumseh OP") and zoned Agricultural (A) Zone in Zoning By-law 85-18.

The proposal for a battery storage facility is consistent with Official Plan policies, including:

- Section 2.3 Planning Principles, subsection xix), which establishes that the Town shall encourage energy efficient designs and the adoption and use of alternative and renewable energy sources;
- Section 2.3 Planning Principles, subsection xxii), which establishes that the Town shall address Climate Change implications, both mitigation and adaptation, in reviewing development proposals and public sector initiatives;
- Section 3.14 Energy Conservation, Climate Change and Air Quality, subsection 3.14.1 viii), which establishes that the Town shall encourage energy generation from renewable sources.

Sections 3.5 (Electric Power Facilities) and 3.7 (Utilities and Telecommunications) generally support the concept of public and private utilities being permitted in all land use designations of the Official Plan. It is noted, however, that the Official Plan did not contemplate battery storage as a potential use as it was not as prevalent at the time of the Plan's development. Accordingly, if a battery storage facility site is selected in Tecumseh, it is anticipated that an Official Plan amendment would be required

In addition, such a facility is not permitted in the Agricultural Zone of Zoning By-law 85-18. Therefore, a zoning by-law amendment would also be required.

The preceding official plan and zoning by-law amendment would be undertaken concurrently, and the process would involve the holding of a public meeting in accordance with the provisions of the Planning Act, thereby providing the public and other stakeholders with an opportunity to be involved in the decision-making process.

The municipal support being sought at this time is exclusively in relation to the IESO procurement process. It allows Council to make independent and unfettered decisions in relation to any future planning decisions that might be required in relation to Capstone's proposal.

## **Summary**

It is recommended Council support the development, construction and operation of a Long-Term Reliability Project for a BESS by Capstone Infrastructure Corporation in the Town. In addition, it is recommended that Council acknowledge that its support for this project will be for the sole purpose of enabling Capstone Infrastructure Corporation to receive Rated Criteria points under the E-LT1 RFP or to satisfy its obligations under any contract awarded under the E-LT1 RFP and does not supersede any applicable permits or approvals under applicable Laws and Regulations that may be required for its Long-Term Reliability Project.

## **Consultations**

None

## **Financial Implications**

None at this time.

## 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 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:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None





## The Corporation of the Town of Tecumseh

Financial Services

**To:** Mayor and Members of Council

**From:** Tom Kitsos, Director Financial Services & Chief Financial Officer

**Date to Council:** December 13, 2022

**Report Number:** FS-2022-13

**Subject:** Administrative Fees and Charges 2023

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### Recommendations

It is recommended:

**That** By-law No. 2022-99 being a by-law prescribing a tariff of administrative fees and charges for 2023 **be approved**.

### Background

Council has annually approved a by-law of Administrative Fees and Charges to be charged by departments for various municipal goods, programs and services.

As part of the 2006 budget process Council approved increasing fees and charges annually reflective of the previous year's Consumer Price Index (CPI) increase.

### Comments

As per Council's direction, fees and charges are raised annually to reflect the increase in CPI over the course of the year. The CPI increase for September 2022 over September 2021 is 7% (2021 over 2020 was 4%) based on the Ontario All Items Index.

Administration reviewed circumstances where an increase or other adjustment not equal to CPI might be considered including where:

- Fees have not changed for a number of years
- The current fee does not cover all municipal costs
- A new fee for service would be appropriate, and
- Fees are not competitive with other service providers

The 2022 Administrative Fees and Charges By-law included a freeze for rates in areas that were hit particularly hard by the pandemic. All fees in Schedule F, Parks and Recreation, were maintained at 2021 levels with only limited exceptions.

Fees covered by specific legislation, i.e. water, wastewater and building permit fees, are dealt with separately.

A complete list of rates comparing 2023 proposed and 2022 actual rates is attached as schedules “A” to “H” of By-law 2022-99.

## Highlighted Changes

Specific changes to the Fees and Charges Schedules are highlighted below, including:

- A. Rate changes not equal to the general CPI rate increase, because of one of the following:
- Pricing methodology, i.e. round-dollar increments either before or after applicable taxes to facilitate marketing or cash handling respectively
  - Actual service/product costs
  - Matching competitor rates
  - Rates had not changed for several years

B. New Fees and Charges

### Schedule A: General Administration

A. Rate changes not equal to the general CPI rate increase

No increases in Town paraphernalia cost for 2023.

Marriage Licenses – no increase from 2022. Fees are set out in a separate by-law and included in Fees & Charges for ease of reference.

Burial Permit increase to reflect actual cost.

Refund or Misdirected Payment Fee increase to reflect actual cost.

### Schedule B: Community Safety

A. Rate changes not equal to the general CPI rate increase

Code compliance inspection of apartments, boarding and lodging houses made under retrofit, apartments in single family dwelling increase to reflect actual cost.

Fire scene photographs on memory stick increase to reflect storage media provided.

Rental rates:

Room rental increase to reflect increase cleaning cost

Training Tower increase to reflect maintenance cost

Smokehouse decrease reflects savings in operating cost

Confined space decrease reflects users providing own rescue personnel

B. New Fees and Charges

Property Inspection by Request

Review and Inspection of New Construction/Development Applications

Fire Incident Report Copy

Fire Investigation Report

Fire Safety Plan Review

Risk Safety Management Plan Review

Schedule C: Police Services

A. Rate changes not equal to the general CPI rate increase

Technical Traffic Collision Report and Reconstructionist Report increases to reflect OPP Fee Schedule.

Schedule E: Public Works and Engineering Services

A. Rate changes not equal to the general CPI rate increase

Weed cutting increase to reflect actual cost.

General labour charges per hour increase to reflect actual cost.

Schedule F: Community and Recreation Services

A. Rate changes not equal to the general CPI rate increase

Park Pavilion Hourly Rental Rate increase to achieve round dollar fee.

All Other Park Pavilion Rates maintained at 2021 rates.

Summer Weekend Ice Rental increase to be more reflective of increased operating costs during those periods.

Swim Passes maintained at 2021 rates.

Commemorative Programs maintained at 2021 rates.

Special Event fees maintained at 2021 rates.

Public Skating maintained at 2021 rates for most categories.

B. New Fees and Charges

St. Clair Beach Community Centre Room Rentals – Seasonal Contract

Arena Floor (Non-Ice Rental) – Multiple Day Rental

Schedule G: Public Works Water Division

A. Rate changes not equal to the general CPI rate increase

Water Meters increase to reflect actual cost.

Service Calls increase to reflect Water Operator cost.

Watermain Service Tap increase to reflect actual cost.

Inspection of Private Development Watermains increase to reflect actual cost.

Schedule H: Tecumseh Transit

Rates maintained at 2022 levels.

## Consultations

All Departments

## Financial Implications

The net revenue impact from recommended changes in Administrative Fees and Charges was considered during the 2023 budget process.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Schedule A: General Administration
2	Schedule B: Community Safety
3	Schedule C: Police Services
4	Schedule D: Development Services
5	Schedule E: Public Works
6	Schedule F: Community and Recreation Services
7	Schedule G: Water Division
8	Schedule H: Tecumseh Transit

**Schedule A - General Administration**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting	\$ 44.47	\$ 41.60	Y
Photocopies (per page)			
a) 11inch X 17 inch	\$ 0.74	\$ 0.69	Y
b) 11inch X 17 inch (Colour)	\$ 2.95	\$ 2.76	Y
c) 8-1/2 inch x 11 inch	\$ 0.20	\$ 0.19	Y
d) 8-1/2 inch x 11 inch (Colour)	\$ 1.48	\$ 1.38	Y
e) 8-1/2 inch x 14 inch	\$ 0.68	\$ 0.64	Y
f) 8-1/2 inch x 14 inch (Colour)	\$ 1.97	\$ 1.84	Y
g) Bound publications	\$ 9.83	\$ 9.20	Y
Maps, plans on plotter - per square foot	\$ 3.93	\$ 3.68	Y
Maps, plans on plotter - per square foot (Colour)	\$ 6.88	\$ 6.44	Y
Large Format Scanning - per square foot	\$ 4.67	\$ 4.37	Y
Geo-referenced data (reference Policy #43)		-	-
a) Each Segment (layer)	20% of cost	20% of cost	Y
b) Per parcel/entity	\$ 0.22	\$ 0.21	Y
c) Data production service fee	\$ 61.59	\$ 57.61	Y
Digital data on CD/DVD	\$ 61.59	\$ 57.61	Y
Compliance Reports		-	-
a) Building	\$ 90.00	\$ 80.00	N
b) Fire	\$ 75.00	\$ 69.95	N
c) Public Works	\$ 75.00	\$ 70.00	N
d) Tax Certificates	\$ 80.00	\$ 75.00	N
Municipal Paraphernalia		-	-
a) Town pins - each	\$ 0.44	\$ 0.44	Y
b) Town golf shirts - each	\$ 22.79	\$ 22.79	Y
c) Baseball Caps	\$ 9.29	\$ 9.29	Y
d) Town of Tecumseh flags	\$ 33.76	\$ 33.76	Y
e) Canadian flags	\$ 35.40	\$ 35.40	Y
f) Ontario flags	\$ 55.75	\$ 55.75	Y
Return Cheque	\$ 30.00	\$ 30.00	N
Burial permit	\$ 30.00	\$ 15.50	N
Marriage License	\$ 135.00	\$ 130.00	N
Reprint Tax Bills	\$ 10.00	\$ 10.00	N
Tax Registration administration fee (plus costs)	\$ 320.00	\$ 300.00	N
Refund or Misdirected Payment Fee	\$ 25.00	\$ 20.00	N
By-Law Enforcement Administration Fee		-	-
Corrective work performed under any Town of Tecumseh By-law	\$ 140.00	\$ 130.00	N

### Schedule B - Community Safety

#### By-Law No. 2022-99

Type of Fee	2023 Fees	2022 Fees	HST
Property Inspection by request; Determination of occupancy); Licensing (Liquor Licensing ); Change in property use	\$ 200.00	\$ -	Y
Review and inspection of new construction / development applications (collected with certain application fees under Schedule D)	\$ 350.00	\$ -	Y
Code compliance inspection of apartments, boarding and lodging houses made under retrofit, apartments in single family dwelling			
a) Property owner's request	\$ 350.00	\$ 280.34	Y
b) From complaint where violations are found	\$ 500.00	\$ 420.51	Y
Follow-up Inspection where deficiencies remain outstanding	\$ 160.00	\$ 150.00	Y
Fire assistance for private standby beyond normal fire protection at Commercial or Industrial premises, per hour per manned apparatus (minimum 1 hour)	Current MTO rate	Current MTO rate	Y
Fire scene photographs on memory stick (per incident)	\$ 25.00	\$ 10.10	Y
Fire incident report copy, at owner's request (per incident)	\$ 25.00	\$ -	Y
Fire investigation report, at owner's request	\$ 500.00	\$ -	Y
Fire safety plan review	\$ 100.00	\$ -	Y
Risk Safety Management Plan Review Level 1 Propane Facility	\$ 100.00	-	-
Risk Safety Management Plan Review Level 2 Propane Facility	\$ 2,000.00	\$ 1,838.94	Y
Engineering Peer Review of RSMP, in addition to fees above	cost +5%	cost +5%	Y
Room Rental (per day) <b>See NOTE 1</b>	\$ 200.00	\$ 151.37	Y
Training tower rental (per day) <b>See NOTE 1</b>	\$ 400.00	\$ 358.81	Y
Smokehouse rental (per day) <b>See NOTE 1</b>	\$ 400.00	\$ 470.91	Y
Confined space course (per day) <b>See NOTE 1</b>	\$ 200.00	\$ 476.56	Y
False Alarm			
a) Fire Alarm Registration	\$ 30.00	\$ 26.00	Y
b) At Fault False Alarm, per hour per apparatus responding (minimum 1 hour)	Current MTO rate	Current MTO rate	N
	\$ -	-	Y

**NOTE 1: Fee does not apply to Mutual Aid partner agencies**



**Schedule C - Police Services**

**By-Law No. 2022-99**

<b>Type of Fee</b>	<b>2023 Fees</b>	<b>2022 Fees</b>	<b>HST</b>
Criminal Record, Police Record & Vulnerable Sector Check - Employment	\$ 41.00	\$ 41.00	N
Duplicate Copy of Criminal and Police Record Check	\$ 9.74	\$ 9.74	Y
Criminal Record, Police Record & Vulnerable Sector Check - Volunteer	no charge	no charge	n/a
Occurrence Confirmation Reports/Incident Reports	\$ 52.21	\$ 52.21	Y
Technical Traffic Collision Report	\$ 1,678.76	\$ 1,384.07	Y
Reconstructionist Report	\$ 3,109.74	\$ 2,582.30	Y

## Schedule D - Development Services

## By-Law 2022- 99

Type of Fee	Column1	2023 Fees	2022 Fees	HST
Application for Consent per severed lot <b>See Note 1</b>		\$ 694.85	\$ 650.00	N
Change a Conditional approval		\$ 165.70	\$ 155.00	N
Special Meeting Fee		\$ 694.85	\$ 650.00	N
Application Fee Minor Variance		\$ 694.85	\$ 650.00	N
Application Fee Official Plan Amendment	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,958.70	\$ 2,800.00	-
Application Fee Zoning By-law Amendment Regulation	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,958.70	\$ 2,800.00	-
Application Fee Zoning By-law Amendment Minor <b>See Note 2</b> <b>See Note 2</b>	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,479.35	\$ 1,400.00	-
Application Fee Holding removal By-law		\$ 855.20	\$ 800.00	N
Application Fee Temporary Use By-law	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,479.35	\$ 1,400.00	-
Application Fee Renewal Temporary Use By-law		\$ 860.55	\$ 805.00	N
Application Fee Plan of Sub-division/Condominium	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,958.70	\$ 2,800.00	-
Application Fee Part Lot Control By-law		\$ 855.20	\$ 800.00	N
Application Fee Development Control Agreement New	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 3,500.00	\$ 3,500.00	-
	Total	\$ 5,958.70	\$ 5,800.00	-
Application Fee Development Control Agreement Amendment	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,729.35	\$ 1,650.00	-

**Schedule D - Development Services****By-Law 2022- 99**

Application Fee Site Plan Control Agreement new	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 2,958.70</b>	<b>\$ 2,800.00</b>	-
Application Fee Site Plan Control Agreement Major	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 1,729.35</b>	<b>\$ 1,650.00</b>	-
Application Fee Site Plan Control Agreement Minor <b>See Note 3</b> <b>See Note 3</b>	Fee	\$ 855.20	\$ 800.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 1,355.20</b>	<b>\$ 1,300.00</b>	-

**Note 1:** Where multi-lot development is proceeding by consent, one application and **\$700.00 fee** will be required per each new, individual lot proposed to be created.

**Note 2:** A minor zoning by-law amendment application is proposed to include the following: For sites currently zoned Agricultural - any addition to the permitted range of users; for sites already zoned - any change to existing regulations.

**Note 3:** Upon the depletion of the **\$500.00** deposit amount required to cover the costs for outside technical services (including but not limited to, engineering and legal services), the applicant will be required to submit an additional deposit of **\$500.00**. All costs incurred by the Town for outside technical services over and above the deposit will be reimbursed to the Town by the applicant.

**Schedule E - Public Works & Engineering Services**

**By-Law No. 2022-99**

<b>Type of Fee</b>	<b>Column1</b>	<b>2023 Fees</b>	<b>2022 Fees</b>	<b>HST</b>
Sanitary Sewer Inspections				
a) within road and 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 2,149.00</b>	-
b) beyond 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 1,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 1,149.00</b>	-
Storm Sewer Inspections				
a) within road and 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 2,149.00</b>	-
b) beyond 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 1,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 1,149.00</b>	-
Curb Cuts	Fee	\$ 80.00	\$ 75.00	N
	Indemnity	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 580.00</b>	<b>\$ 575.00</b>	-
Road Crossings	Fee	\$ 315.00	\$ 295.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	<b>\$ 2,315.00</b>	<b>\$ 2,295.00</b>	-
Culverts	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 660.00</b>	<b>\$ 649.00</b>	-
Weed cutting				
a) minimum charge	-	\$ 435.00	\$ 358.80	Y
b) hourly rate	-	\$ 500.00	\$ 413.92	Y
Construct a paved driveway entrance	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	<b>\$ 1,160.00</b>	<b>\$ 1,149.00</b>	-
Construct an unpaved driveway entrance	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	<b>\$ 1,160.00</b>	<b>\$ 1,149.00</b>	-
Signs				
a) Handicap, Fire Route & No Parking	-	\$ 70.00	\$ 63.44	N
b) Sign Posts	-	\$ 25.00	\$ 63.44	N
General labour charges per hour	-	\$ 107.33	\$ 79.65	Y
Drainage Tiles Inspection	-	\$ 74.83	\$ 70.00	N
Municipal Drain Apportionment Agreement	-	\$ 208.46	\$ 195.00	N
Inspection of Private-Development-Services installed in ROW				
a) Minimum charge (3)		\$ 1,200.00	\$ 1,200.00	N
Emily Project Access Point (EPAP)		\$ 40.00	\$ 40.00	N

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Park Pavilion Rental	-	-	-
a) Private Use	\$ 119.00	\$ 119.00	Y
b) Commercial Corporations	\$ 204.00	\$ 204.00	Y
c) School Use	\$ 60.00	\$ 60.00	Y
d) Lacasse Pavillion/Leisure Pool Rental Combo	\$ 60.00	\$ 60.00	Y
e) Hourly Rental (Outdoor Program Instruction)	\$ 17.70	\$ 15.00	Y
Room Rentals - Arena	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat)	\$ 42.00	\$ 42.00	Y
b) Private use - Horwood Room (Flat)	\$ 145.00	\$ 140.00	Y
c) Private use - Horwood Room (Hourly)	\$ 30.00	\$ 28.50	Y
d) Private use - Centre Ice Room (Flat)	\$ 163.00	\$ 158.00	Y
e) Private use - Centre Ice Room (Hourly)	\$ 36.00	\$ 33.50	Y
f) Private use - Centre Ice Room Seasonal Contract (Hourly)	\$ 33.50	\$ 32.00	Y
g) Private use - Boardroom (Hourly)	\$ 16.30	\$ 15.30	Y
h) Lobby (Flat)	\$ 26.50	\$ 25.00	Y
i) Kitchen with room rental (Flat)	\$ 25.00	\$ 25.00	Y
j) Kitchen only (Hourly)	\$ 16.50	\$ 15.50	Y
k) Kitchen only (Flat)	\$ 64.00	\$ 60.00	Y
l) Security Deposit for Large Rentals (100 + attendees)	\$ 200.00	\$ -	N
m) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 500.00	N
n) Facility Staff Set-Up & Clean-Up 2 staff for 1 hour	\$ 66.00	\$ 62.00	Y
Audio Visual Equipment	-	-	-
a) Overhead Projector & screen (arena use only) (per day)	\$ 27.25	\$ 25.50	Y
b) Podium/Sound System (per day)	\$ 27.25	\$ 25.50	Y
c) Movie Screen System (4-hours)	\$ 280.00	\$ 260.00	Y
Room Rentals - St. Clair Beach Community Centre	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat 1 room)	\$ 42.00	\$ 42.00	Y
b) Private use - 1 Room (Flat)	\$ 150.00	\$ 145.00	Y
c) Kitchen (Flat)	\$ 26.50	\$ 25.00	Y
d) Private Use - 1-Room (Hourly)	\$ 33.00	\$ 31.50	Y
e) Private Use - 2-Room (Hourly)	\$ 53.00	\$ 50.00	Y
f) Entire Building - All Day Use	\$ 280.00	\$ 265.00	Y
g) Seasonal Contract (Hourly) 1-Room	\$ 31.50	\$ -	Y
h) Seasonal Contract (Hourly) 2-Room	\$ 50.00	\$ -	Y
i) Security Deposit for Large Rentals (100+ attendees)	\$ 200.00	\$ -	Y
g) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 500.00	N
Parks Commemorative Program	-	-	-
a) Park Bench with new concrete pad	\$ 2,000.00	\$ 2,000.00	N
b) Park Bench existing	\$ 1,600.00	\$ 1,600.00	N
c) Tree Planting donation	\$ 500.00	\$ 500.00	N
d) Tree Planting donation with Plaque	\$ 850.00	\$ 850.00	N
e) Park Bench renewal (10-years, same bench, same plaque)	\$ 1,000.00	\$ 1,000.00	N
Court Keys	-	-	-
a) Tennis Court	\$ 28.10	\$ 27.00	Y
b) Tennis Court (1/2 season starting Sept. 1st)	\$ 14.16	\$ 13.25	Y
c) Pickleball/per person	\$ 28.10	\$ 27.00	Y
d) Pickleball/per person (1/2 season starting Sept. 1st)	\$ 14.16	\$ 13.50	Y
e) Tennis/Pickleball Combo Key/per person	\$ 45.13	\$ 43.00	Y
f) Tennis/Pickleball Combo Key/per person (1/2 season)	\$ 22.57	\$ 21.00	Y
g) Lost Key Replacement	\$ 12.00	\$ 12.00	Y
h) Association court time access	Negotiated	Negotiated	
i) Pickleball/person (association Member)	\$ 15.93	\$ 15.00	Y

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Special Event - Lakewood Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)*	\$ 500.00	\$ 500.00	Y
Special Event 1 day	\$ 1,000.00	\$ 1,000.00	Y
Special Event 2 day	\$ 1,750.00	\$ 1,750.00	Y
Special Event 3 day	\$ 2,250.00	\$ 2,250.00	Y
Special Event 4 day	\$ 2,750.00	\$ 2,750.00	Y
Wedding Ceremonies (Lakewood South)	\$ 250.00	\$ 250.00	Y
Wedding Receptions (Lakewood South)	\$ 750.00	\$ 750.00	Y
Special Event - Lacasse Park/McAuliffe Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)	\$ 500.00	\$ 500.00	Y
Special Event 1 day	\$ 750.00	\$ 750.00	Y
Non-profit Triathlon/Cross country/Walkathon Park	-	-	-
Rental (per hour - maximum 5 hours)	\$ 87.50	\$ 87.50	Y
School (per hour - maximum 5 hours)	\$ 52.00	\$ 52.00	Y
Additional Special Event Charges	-	-	-
Special Event - Hosted in Municipal Parking Lot	\$ 200.00	\$ 200.00	Y
Building Key Deposit	\$ 200.00	\$ 200.00	Y
Security Deposit for Noise Bylaw Exemptions	\$ 500.00	\$ 500.00	N
Mapping services (IT Department) - 3 hours	\$ 135.00	\$ 135.00	Y
Food/Beverage Sales	\$ 260.00	\$ 260.00	Y
Greenspace Parking	\$ 1,000.00	\$ 1,000.00	Y
Greenspace Parking - damage deposit	\$ 500.00	\$ 500.00	N
Special Event Hydro (Per day)	\$ 200.00	\$ 200.00	Y
Garbage collection Town Staff (per can/per day)	\$ 3.00	\$ 3.00	Y
Special Event Set-up & Take down (per day)	\$ 320.00	\$ 320.00	Y
Special Event Tent rental (15'x15' - 1 - 3 days)	\$ 230.00	\$ 230.00	Y
Temporary Stage	\$ 300.00	\$ 300.00	Y
Security Fencing:			
8ft high x 6ft wide Panels			
3.5ft high x 7ft wide Panels	-	-	-
a) Per Panel (1 - 5 day event) delivered only	\$ 4.00	\$ 3.75	Y
b) Per Panel (1 month) delivered only	\$ 7.50	\$ 7.00	Y
c) Per Panel (1 - 5 day event) installed	\$ 6.50	\$ 6.00	Y
d) Per Panel (1 month) installed	\$ 10.00	\$ 9.25	Y
Sports Fields rental (Max 4 hr block)	-	-	-
Ball Diamond - Adult	\$ 40.00	\$ 37.17	Y
Ball Diamond - Youth	\$ 24.00	\$ 22.12	Y
Ball Diamond with lights - Adult	\$ 61.50	\$ 57.52	Y
Ball Diamond with lights - Youth	\$ 39.00	\$ 36.28	Y
Soccer Pitch - Adult	\$ 40.00	\$ 37.17	Y
Soccer Pitch - Youth	\$ 24.00	\$ 22.12	Y
User Group: per registrant (Ball/Soccer)	\$ 5.00	\$ 5.00	N

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Ice Rental - hourly	-	-	-
Ice Rental - Prime Time (effective April 1) Monday to Friday; 3:30 PM to Midnight All day Saturday & Sunday	\$ 179.96	\$ 173.76	Y
Ice Rental - Non- Prime Time (effective April 1) Monday to Friday, 6:00 AM to 3:30 PM	\$ 138.36	\$ 138.36	Y
1-8 people: Non-Prime 6am-3pm (Party / small group instruction)	\$ 120.00	\$ 118.89	Y
1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches)	\$ 78.91	\$ 78.91	Y
Summer Weekend Sat/Sun	\$ 138.36	\$ 118.89	Y
Tournament/Event booking 35 hrs or more April - Aug	\$ 120.00	\$ 118.89	Y
Municipal or Municipal partnership program Apr - Aug	\$ 120.00	\$ 118.89	Y
Lifecycle Hourly Capital Surcharge	\$ 5.00	\$ 5.00	Y
Lifecycle Hourly Capital Surcharge for 1/3 and 1/2 ice	\$ 2.50	\$ 2.50	Y
Public Skating	-	-	-
Open/Parent & Tot/Adult Skate	\$ 3.76	\$ 3.54	Y
Additional Parent/tot	\$ 1.77	\$ -	-
Open/Parent & Tot/Adult Skating Card (10 skates + 5 bonus)	\$ 37.61	\$ 35.40	Y
Family rate (up to 5)	\$ 11.73	\$ 11.06	Y
Figure Skating Practice (day use if available)	\$ 8.85	\$ 8.85	Y
Sponsorship (per hour)	\$ 278.76	\$ 265.49	Y
Weekend Public Skating - Individual	\$ 4.43	\$ 4.43	Y
Weekend Public Skating - Family (up tp 5 people)	\$ 13.27	\$ 13.27	Y
Weekend Public Skating - Individual Season Pass	\$ 70.80	\$ 70.80	Y
Weekend Public Skating - Family Season Pass	\$ 212.39	\$ 212.39	Y
Shinny Hockey (per person)	\$ 7.08	\$ 7.08	Y
Shinny Weekday Card	\$ 70.80	\$ 70.80	Y
Senior Shinney Hockey	\$ 5.31	\$ 4.43	Y
Arena Floor (Non ice rentals)	-	-	-
a) Special Events (Not for Profit per hour)	\$ 100.00	\$ 100.00	Y
b) Lacross/ball hockey/inline skating etc (per hour)	\$ 72.57	\$ 68.14	Y
c) Commercial Rental (per day)	\$ 1,528.50	\$ 1,528.50	Y
d) Multiple Day Rental (to be negotiated)	\$ 200.00	Negotiated	Y
Program/Rental Administration Fees	-	-	-
a) Program Transfer/Withdrawal Fee	\$ 11.06	\$ 11.06	Y
b) Rental Cancellation Fee	\$ 28.32	\$ 26.55	Y

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Marketing and Advertising	-	-	-
a) Ice Resurfacer Wrap - 3 year (Fee plus cost of wrap production/installation)	\$ 5,100.00	\$ 5,100.00	Y
b) In-Ice Advertising	\$ 1,000.00	\$ 1,000.00	Y
c) Rink Boards (Max size 32" x120", yearly contract, includes installation)	\$ 600.00	\$ 600.00	Y
d) 2nd Rink Board (Max size 32" x120", yearly contract, includes installation)	\$ 500.00	\$ 500.00	Y
e) Rink Boards Weekly Contract (Max 32" x120")	\$ 17.00	\$ 17.00	Y
f) 2nd Rink Boards Weekly Contract (Max 32" x120")	\$ 14.17	\$ 14.17	Y
g) Rink Board Ad Installation	\$ 40.00	\$ 40.00	Y
h) Illuminated Wall Panel 3' X 15' (yearly contract)	\$ 1,600.00	\$ 1,600.00	Y
i) Illuminated Wall Panel 5' x 9' (yearly contract)	\$ 1,200.00	\$ 1,200.00	Y
j) Illuminated Wall Panel 5' x 5' (A-Side) / '4x8' (B-Side) (yearly contract)	\$ 1,000.00	\$ 1,000.00	Y
k) Event Sponsorship	Negotiated	Negotiated	Y
Pool Rentals	-	-	-
a) Pool with max 24 persons	\$ 75.00	\$ 70.80	Y
b) Pool with max 49 persons	\$ 122.00	\$ 115.04	Y
c) Pool with max 74 persons	\$ 151.00	\$ 141.59	Y
d) Pool with max 100 persons	\$ 189.00	\$ 176.99	Y
e) Pool & Slide with max 24 persons	\$ 132.00	\$ 123.89	Y
f) Pool & Slide with max 49 persons	\$ 179.00	\$ 168.14	Y
g) Pool & Slide with max 74 persons	\$ 208.00	\$ 194.69	Y
h) Pool & Slide with max 100 persons	\$ 245.00	\$ 230.09	Y
i) Pool & Tot Pool with max 24 persons	\$ 118.00	\$ 110.62	Y
j) Pool & Tot Pool with max 49 persons	\$ 165.00	\$ 154.87	Y
k) Pool & Tot Pool with max 74 persons	\$ 203.00	\$ 190.27	Y
l) Pool & Tot Pool with max 100 persons	\$ 222.00	\$ 207.97	Y
m) Pool, Tot Pool and Slide with max 24 persons	\$ 175.00	\$ 163.72	Y
n) Pool, Tot Pool & Slide with max 49 persons	\$ 217.00	\$ 203.54	Y
o) Pool, Tot Pool & Slide with max 74 persons	\$ 255.00	\$ 238.94	Y
p) Pool, Tot Pool & Slide with max 100 persons	\$ 269.00	\$ 252.21	Y
q) Pool, Tot Pool & Slide full capacity (224)	\$ 331.00	\$ 309.73	Y
r) Training Room (Hourly)	\$ 31.00	\$ 29.20	Y
Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages)	-	-	-
a) One Pool with Party Room & Staff	\$ 127.00	\$ 119.47	Y
b) One Pool & Slide with party Room & Staff	\$ 184.00	\$ 172.57	Y
c) Two Pools with Party Room & Staff	\$ 170.00	\$ 159.29	Y
d) Two Pools & Slide with Party Room & Staff	\$ 227.00	\$ 212.39	Y
e) Recreation Swim with Party Room & Staff	\$ 110.00	\$ 103.54	Y
f) Recreation Swim & Slide with Party Room & Staff	\$ 136.00	\$ 127.43	Y



**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Public Swim	-	-	-
a) Tot Time - Adult and 1 child	\$ 3.98	\$ 3.98	Y
b) Tot Time - each additional child	\$ 1.77	\$ 1.77	Y
c) Open Rec Swim - Individual	\$ 3.10	\$ 3.10	Y
d) Open Rec Swim - Family (max 5)	\$ 9.74	\$ 9.74	Y
e) Adult Length	\$ 3.98	\$ 3.98	Y
f) AquaFit	\$ 3.98	\$ 3.98	Y
g) Waterslide	\$ 1.77	\$ 1.77	Y
h) Sponsorship	Negotiated	Negotiated	Y
Swim Card Passes Access to Recreation Swim Programs (12 ticket entries per card)	-	-	-
a) Tot Time - Adult and 1 Child	\$ 39.82	\$ 39.82	Y
b) Open Rec Swim (Individual)	\$ 30.97	\$ 30.97	Y
c) Open Rec Swim (Family) (max 5)	\$ 97.35	\$ 97.35	Y
d) Adult Lengths	\$ 39.82	\$ 39.82	Y
e) AquaFit	\$ 39.82	\$ 39.82	Y
f) Waterslide	\$ 17.70	\$ 17.70	Y
Seasonal Swim Passes Access to all Rec Swims for the summer (Tot Time, Adult Length, AquaFit, Open)	-	-	-
a) Individual Pass	\$ 66.37	\$ 66.37	Y
b) Individual Pass (1/2 season starting August 1st)	\$ 33.19	\$ 33.19	Y
c) Family Pass (max 5)	\$ 141.59	\$ 141.59	Y
d) Family Pass (max 5) (1/2 season starting August 1st)	\$ 70.80	\$ 70.80	Y
Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes)	-	-	-
a) Parent & Tot	\$ 80.00	\$ 75.00	N
b) Preschool	\$ 85.00	\$ 80.00	N
c) Rookie/Ranger/Star	\$ 80.00	\$ 75.00	N
d) Swimmer (Swimmer 1-2: 30 min. class)	\$ 80.00	\$ 75.00	N
e) Swimmer (Swimmer 3-6: 45 min. class)	\$ 85.00	\$ 80.00	N
f) Swimmer H40 ratio 1:4	\$ 106.00	\$ 100.00	N
g) Bronze Star	\$ 95.58	\$ 90.27	Y
h) Bronze Medallion	\$ 192.92	\$ 181.42	Y
i) Bronze Cross	\$ 131.86	\$ 123.89	Y
j) Swim Teams	\$ 215.00	\$ 200.00	N
k) NLS Lifeguard	\$ 287.61	\$ 269.91	Y
l) Semi-Private Swim Lessons (3 persons, each pay) per 30 min. session	\$ 10.62	\$ 9.73	Y
m) Semi-Private Swim Lessons (2 persons, each pay) per 30 min. session	\$ 14.16	\$ 13.27	Y
n) Private Swim Lessons per 30 min. session	\$ 26.55	\$ 24.78	Y
o) Adult Swim Lessons Level 1	\$ 75.22	\$ 70.80	Y
p) Adult Swim Lessons - Level 2/3	\$ 70.80	\$ 66.37	Y
q) Assistant Instructor	\$ 127.43	\$ 119.47	Y
r) Instructor School	\$ 288.50	\$ 269.91	Y
Day Camp	-	-	-
a) Weekly Rate (5 days)	\$ 155.00	\$ 145.00	N
b) Holiday Week Rate (4 days)	\$ 124.00	\$ 120.00	N
c) Daily Rate	\$ 37.00	\$ 35.00	N
d) Field Trip	\$ 18.00	\$ 15.00	N
e) Hot Lunch	\$ 7.00		
f) Specialty Camps (negotiated)	Negotiated	Negotiated	N

**Schedule G - Water Department**

**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
<b>Unauthorized Note 1</b>	1000 + cost	1000 + cost	Y
Illegal Hook up	2000 + cost	2000 + cost	Y
Unauthorized Infrastructure work	2000 + cost	2000 + cost	Y
Unauthorized Hydrant Use	2000 + cost	2000 + cost	Y
Alteration to water service / watermain	2000 + cost	2000 + cost	Y
Damage to Town Equipment / Infrastructure	At cost	At cost	Y
Boil Water Advisory per event	At cost	At cost	N
<b>Fire Hydrants</b>	-	-	-
<b>Fire Hydrants</b>			
Private Hydrant Maintenance	At cost or \$1200	At cost or \$1200	Y
Flow Testing Public Hydrants- Inspection only	\$100 per hydrant	\$100 per hydrant	Y
Flow Testing Public Hydrants per call - Regular Hours	\$550 + \$100 per hydrant	+ \$100 per hydrant	Y
Flow Testing Public Hydrants per call - After Hours	\$900 + \$100 per hydrant	+ \$100 per hydrant	Y
<b>Water Meter</b>	-	-	-
5/8" & 3/4"	\$ 740.00	\$ 605.00	N
1"	\$ 854.00	\$ 700.00	N
1.5"	\$ 1,450.00	\$ 1,200.00	N
2"	\$ 1,650.00	\$ 1,330.00	N
larger than 2"	At cost	At cost	N
<b>Service Call</b>	-	-	-
Turn Water On/Off	\$ 100.00	\$ 100.00	N
After hours callout	\$900 + costs	\$900 + costs	N
<b>Water Service</b>	-	-	-
Watermain Service Tap - 25mm to 50mm diameter - Inspection only	\$ 550.00	\$ 450.00	N
	\$ 400.00	\$ 400.00	N
	\$ 400.00	\$ 400.00	N
Watermain Service Tap - 25mm to 50mm diameter	At cost	At cost	N
Water Service Repair - private	At cost	At cost	N
<b>Inspection of Private Development - watermains equal to or greater than 100 mm (4")</b>	-	-	-
a) Minimum charge	\$ 1,700.00	\$ 1,400.00	N
b) per metre of pipe installed	\$ 15.00	\$ 15.00	N
c) After hours inspection/commissioning - First 4 hours	\$ 800.00	\$ 720.00	N
d) After hours inspection/commissioning - Every additional hour	\$ 110.00	\$ 100.00	N
e) Weekend Sample testing	\$ 1,100.00	\$ 900.00	N
<b>Alterations/Repairs of Distribution System including Service Abandonments</b>	At cost	At cost	N
<b>Indemnity</b>			
Alterations/Repairs & Abandonment in concrete	\$ 5,000.00	\$ 5,000.00	N
Alterations/Repairs & Abandonment in asphalt	\$ 3,000.00	\$ 3,000.00	N
Alterations/Repairs & Abandonment in the boulevard	\$ 1,500.00	\$ 1,500.00	N

**Schedule H - Tecumseh Transit**

**By-Law 2022-99**

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Type of Fee	2023 Fees	2022 Fees	HST
Adult Transit Fare	\$ 2.50	\$ 2.50	N
Senior Transit Fare	\$ 2.00	\$ 2.00	N
Student Transit Fare	\$ 1.50	\$ 1.50	N
Child Transit Fare (under 5)	\$ -	\$ -	N
Veteran Transit Fare	\$ -	\$ -	N
Blind Person Transit Fare	\$ -	\$ -	N
Person Accompanying Disabled Rider Fare	\$ -	\$ -	N
Adult Monthly Bus Pass	\$ 40.00	\$ 40.00	N
Adult 6 Month Bus Pass	\$ 200.00	\$ 200.00	N
Adult 12 Month Bus Pass	\$ 400.00	\$ 400.00	N
Senior Monthly Bus Pass	\$ 35.00	\$ 35.00	N
Senior 6 Month Bus Pass	\$ 175.00	\$ 175.00	N
Senior 12 Month Bus Pass	\$ 350.00	\$ 350.00	N
Student Monthly Bus Pass	\$ 30.00	\$ 30.00	N
Student 6 Month Bus Pass	\$ 150.00	\$ 150.00	N
Student 12 Month Bus Pass	\$ 300.00	\$ 300.00	N



## The Corporation of the Town of Tecumseh

Legislative & Clerk Services

**To:** Mayor and Members of Council  
**From:** Jennifer Alexander, Acting Clerk  
**Date to Council:** December 13, 2022  
**Report Number:** LCS-2022-37  
**Subject:** Civil Marriage Services

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### Recommendations

It is recommended:

**That** Report LCS-2022-37 entitled “Civil Marriage Services”, **be received**;

**And that** Civil Marriage Services offered by the Town **be terminated** effective December 31, 2022;

**And further that** the Acting Clerk prepare a by-law to amend By-Law 2018-09 with the respective revisions to terminate Marriage Ceremony Services and the agreements with the Town’s officiants;

**And furthermore, that** the Acting Clerk prepare correspondence to all Town Officiants terminating their agreements and a notice **be posted** on the Town’s website.

### Background

At the Policies and Priorities Committee meeting held on November 28, 2017, Council approved Corporate Services & Clerk Report No. 43-17 regarding the Issuance of Marriage Licenses and Civil Marriage Ceremonies and implementation of these services. By-law 2018-09 was adopted to authorize the service of Marriage Licences and Civil Marriage Services.

There are only three categories of people who can legally solemnize a wedding ceremony in Ontario: a religious official, Ontario Municipal Clerk or designate, a Judge or Justice of the Peace.

The *Marriage Act*, R.S.O 1990 c.M.3 section 24 authorizes the Clerk of a municipality to solemnize marriages under the authority of a licence. The Act also allows the Clerk to delegate authority to solemnize marriages to a service provider. The Clerk has delegated authority to four officiants to provide Civil Marriage Ceremonies on behalf of the Town.

The fee charged for Civil Marriage Ceremonies is \$250.00 plus HST during office hours and \$350.00 plus HST on evenings and weekends. The Town collects all fees prior to the marriage ceremony and retains a \$75.00 administration fee, when an officiant provides this service.

## Comments

Earlier this year, the Clerk's Service Delivery Review (Service Review) recommended the department focus on core functions of legal and clerk services. The Service Review examined all the Town's Vital Statistics Services which are Death Registrations, Marriage Licensing and Civil Marriage Services and the level of staff support needed by the Clerk's department to offer these services.

In 2022, 21 marriage ceremonies were booked, the highest number of bookings for this service since it launched in 2018. This increase could be from the lack of services provided in the past two years due to the pandemic and the restrictions on gatherings which made couples defer their weddings plans. In 2018 and 2019, this service averaged 10 bookings annually or approximately \$750.00 in net revenue to the Town.

The Service Review identified marriage ceremonies as a discretionary service with limited financial return to the Town. Civil Marriage ceremonies are not regarded as a core service of the department. Rather this is an add-on service for those residents who wish to obtain their marriage licence and if needed, obtain an officiant to provide a marriage ceremony. Instead of offering marriage ceremony services, the Service Review recommended the following:

"That the Clerk's office maintain a roster of wedding officiants within the community and make those names available to interested parties. This action would mean that the Town would no longer serve as a wedding service broker. This action would also be in keeping with the overarching strategy of focusing on core services."

and

"That the appropriate by-law and fee schedule be amended based on the direction of Council."

Staff have reviewed the Service Review recommendations and have observed that the wedding industry in Windsor-Essex is a well-established sector as marriage ceremony services, including marriage officiants, are highly marketed within the region. The recommendation to maintain a roster of officiants would require significant time from staff to maintain up-to-date information. This information is readily available on the internet.

Furthermore, the region has a dedicated wedding magazine which advertises various marriage service providers, and local banquet halls that host wedding shows annually where vendors, including officiants, promote their services. The wedding industry consists of professional experts that can assist couples in officiating their wedding.

It is recommended that the Town terminate civil marriage services and not maintain a roster of wedding officiants as the wedding industry has the capacity to provide this service. Furthermore, By-law 2018-09 should be amended to reflect Council's direction.

## **Consultations**

Chief Administrative Officer

## **Financial Implications**

The financial implications of terminating the civil marriage services to the Legislative and Clerk Services budget is minimal to the department's operating budget. The administration fee for civil marriages is \$75.00 per booking and the annual average booking for civil marriages is 10 or \$750.00 in revenue. It is noted that the \$75.00 fee does not cover the cost of staff time to make arrangements for the service.

## Link to Strategic Priorities

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

## Communications

Not applicable ☐

Website ☒      Social Media ☐      News Release ☐      Local Newspaper ☐

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

Prepared by:

Jennifer Alexander, MPA  
Acting Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None





## The Corporation of the Town of Tecumseh

Legislative & Clerk Services

**To:** Mayor and Members of Council  
**From:** Jennifer Alexander, Acting Clerk  
**Date to Council:** December 13, 2022  
**Report Number:** LCS-2022-39  
**Subject:** Animal Control Services

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### Recommendations

It is recommended:

**That** Report LCS-2022-39 entitled “Animal Control Services” **be received**;

**And that** the tender from Essex County K9 Services in the amount of \$22,000 plus HST annually, for Animal Control Services, **be approved** in advance of the 2023 budget deliberations due to the timing of service renewal;

**And further that** By-Law 2022-092 be given first, second, third and final reading **to authorize** the Mayor and Acting Clerk to execute an Agreement, satisfactory in form to the Town’s Solicitor, between the Town of Tecumseh and Essex County K9 Services regarding Animal Control Services from January 1, 2023 to December 31, 2025.

### Background

The Town has contracted animal control services since amalgamation in 1999. The duties of the Animal Control Officer generally include, but are not limited to, the following:

- being responsible for the duties and powers under the Town’s Dog Control By-law;
- providing suitable and safe vehicles, humane equipment and capturing devices;
- providing direct telephone, page and answering devices;

- procuring property, liability and auto insurance;
- responding directly to calls for service;
- responding to emergency calls on a 24-hour basis, including calls for sick and injured dogs and dogs running-at-large showing signs of danger to the public;
- responding directly to calls concerning dogs running at large from 8:00 am to 6:00 pm and, after 6:00 pm, responding to calls where dogs at large have been confined;
- setting traps, seizing and impounding dogs running at large;
- issuing warnings;
- inspecting properties for issuance of kennel licences;
- employing a high standard of public relations and communication; and
- furnishing statistical information.

The current Agreement for animal control services is set to expire on December 31, 2022 and the appointed animal control officer is retiring.

## Comments

In accordance with the Town's Purchasing Policy, a Request for Proposal (RFP) seeking Animal Control Services was advertised on the Town's website on November 10, 2022 and posted to the Town's Bids and Tenders account.

Following the close of submissions on December 1, 2022, one (1) submission from Essex County K9 Services was received and opened electronically via the Bids and Tenders platform.

Essex County K9 Services has been operating for over a decade in Essex County, with a complement of highly trained staff who adhere to strict operating, animal handling/impounding and public interaction policies and procedures. Their vehicles are professionally labelled and equipped with emergency lighting, GPS units to easily find locations of calls and carry all necessary equipment to perform duties in a safe, humane fashion. Their office is centrally located in Essex enabling quick response time to all served areas.

Essex County K9 Services provides animal control services to the Municipalities of Lakeshore and Leamington and Towns of Essex and Kingsville. Additionally, they work closely with all shelters in the area to help improve animal control standards in Essex County.

In addition to the above-noted duties, Essex County K9 Services also provide urgent response for animal(s) other than cats and dogs in emergency situations. Other animals primarily include sick, injured or orphaned wildlife, such as rabbits, birds, raccoon, etc. As the appointed Animal Control Officer, they will be responsible for delivering sick, or injured wildlife on public property to a local veterinary clinic or licensed rehabilitation centre such as Wings Rehab or Erie Wildlife. Such emergency situations can include,

but are not limited to, a sick or injured animal on the side of the road or other public property, bird with injured wing, sick raccoon wandering, and the like.

Based on experience, qualifications, rapport and evidenced quality of service within Essex County, Administration recommends entering into an agreement for Animal Control Services with Essex County K9 Services.

The agreement is for a three-year term, commencing in 2023 and concluding in 2025. Legislative and Clerks Services will continue to administer the agreement and renewal processes while Community Safety will be the operational contact for the Animal Control Service as required, through the Compliance Division. Community Safety would also report out on animal control statistics for the Town.

## **Consultations**

Financial Services  
Community Safety

## **Financial Implications**

Funding for the annual fee of \$22,000, plus HST for the proposed animal control services has been allocated in the draft 2023 Animal Control budget. Council's advance approval of this budget allocation in advance of general operating budget deliberations is requested due to the timing of this required service renewal. In a normal budget year, budget deliberations would occur in December, however, during an election year, it is our practice to extend budget deliberations to January. As the current animal control service expires at the end of December, Administration is seeking advance approval to ensure seamless animal control services in the Town.

In the previous agreement with Phil Byrne for dog control services, the annual fee was \$13,000. The increase in fees is a result of inflation, rising insurance costs and the additional services offered by the recommended vendor, such as delivering sick or injured wildlife on public property to a local veterinary clinic or licensed rehabilitation centre.

## 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:

Christina Hebert, BA (Hons), MA, Dipl. M.A.  
Deputy Clerk – Clerks Services & Policy Advisor

Reviewed by:

Jennifer Alexander, MPA  
Acting Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None



## The Corporation of the Town of Tecumseh

Legislative & Clerk Services

**To:** Mayor and Members of Council  
**From:** Jennifer Alexander, Acting Clerk  
**Date to Council:** December 13, 2022  
**Report Number:** LCS-2022-40  
**Subject:** Taxi Licensing Services

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### Recommendations

It is recommended:

**That** Report LCS-2022-40 entitled “Taxi Licensing Services,” **be received;**

**And that** Council **repeal** By-Law 2003-85, thereby de-regulating taxicabs, taxicab drivers and taxicab companies within the Town of Tecumseh;

**And further that** any taxicab driver who holds a valid municipal taxi driver’s licence within the City of Windsor or the County of Essex **be permitted** to service the residents of the Town of Tecumseh.

### Background

The Town has been providing Taxicab licensing since 2003. Currently, there are two taxicab companies providing service in Town - Gerry’s Cab and Tecumseh Cab. Each company is owned by an individual from the same family. The Town has issued 12 taxicab plates, which are divided evenly between the two cab companies. There are 25 drivers licensed between both taxicab companies. Taxicabs are only licensed and permitted to operate and accept fares/passengers within the Town.

This service is governed by the Town’s By-law 2003-85, as amended (By-law) for taxi brokers, taxi owners and drivers, and for regulating the fares to be charged. Section 5 of

the By-law outlines the application for the licence process, which includes, but is not limited to: a valid full class G Provincial motor vehicle driver's licence issued under the provisions of the *Highway Traffic Act*, a current *Highway Traffic Act* abstract identifying violations; and a current Criminal Code abstract identifying violations. The By-law also outlines the duties of a taxicab owner and driver.

Licences for owners and drivers must be filed by December 15 each year for renewal for the upcoming year. It has been the Town's best practice to issue renewal notices early to allow ample time for taxi owners and drivers to obtain the required documents for licensing.

## Comments

In May 2022, Council received the Clerk's Service Delivery Review (Review) which was conducted by WSCS Consulting. The Review examined all the Town's Licensing services including taxi licensing and the level of staff support by the Clerk's department to offer this service. The issuing of taxi licences is a discretionary business licensing activity for municipalities and not all area municipalities offer this service.

The Review highlighted that the industry has faced significant challenges through the decline in business throughout the COVID-19 pandemic along with the emergence of other ride-sharing platforms such as Uber and Lyft that have gained popularity for their on-demand convenience and the ability to negotiate lower fare prices. The Review emphasized the global situation with seeing a significant rise in the cost of operating taxicabs primarily due to rising fuel costs, commercial insurance requirements, and increased competition from ridesharing services. Administration has discussed with the two taxi companies this trend, and both have expressed similar concerns with increasing insurance rates, vehicle maintenance costs and the decline of service requests with the strong competition from ridesharing platforms which can accommodate residents' service needs.

The licensed taxi companies in the Town do not offer accessible taxicab service to meet this need in the community. While it is not a requirement for taxi companies to offer this service, the Town has encouraged the companies to meet this need through investigating provincial funding grants to assist with the costs to retrofit a vehicle. To date, residents seeking this accommodation must contact taxicab companies in surrounding municipalities. The By-law prohibits other taxicabs licensed outside the municipality to pick up fares within the Town, with an exception to accommodate accessibility needs.

Furthermore, the Review outlined the level of staff administration to offer this service. At the time of renewal for licences, staff express frustration with the parties when it comes to meeting the licence requirements outlined in the By-law. Staff spend considerable time and effort to address the specific requirements and are not always receiving the information needed to approve the licence, which delays the licensing

process and increases demands on staff time. The Review concluded that the level of effort by staff coupled with lack of cooperation from the industry in complying with the licensing requirements is not time well spent for anyone and is not a high priority service in today's market.

In an effort for the department to focus on core services, the Review recommends:

“That staff be given the direction to investigate the feasibility of a regional approach for taxi and ridesharing licensing options.”

Administration confirms that other municipalities' taxicabs operate throughout the region, including service calls initiated in the Town. While the Town has not objected to neighbouring licensed taxicabs picking up fares to meet the increased demand during holiday periods as a public safety measure, it appears that this practice now extends beyond the holidays. Staff have been advised by residents that if a taxi is not available in a timely manner, they have looked elsewhere. The market for this service has more options available today than it did when this service was first implemented in the Town. The increase in servicing options is reflective of the needs of our residents including those with accessibility needs.

In 2017, the Town of LaSalle deregulated taxi licensing services and permitted taxicabs from other municipalities to service their community, with success. The Town confirmed that LaSalle has not experienced complaints from residents because of deregulating their taxi services. Again, this is a discretionary service for the Town and the marketplace provided alternate options for residents.

It is therefore recommended that Council pass a by-law to repeal By-Law 2003-85, thereby permitting any licensed taxicab companies within the City or the County to operate in the Town.

## **Consultations**

Chief Administrative Officer  
Town of LaSalle

## **Financial Implications**

The taxi licensing annual revenues are \$4,200. The revenue can fluctuate depending on the number of licenses issued for taxi drivers. The revenues do not cover staff costs associated with the licensing process.



## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Jennifer Alexander, MPA  
Deputy Clerk & Manager Legislative Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None



## The Corporation of the Town of Tecumseh

Legislative & Clerk Services

**To:** Mayor and Members of Council  
**From:** Jennifer Alexander, Acting Clerk  
**Date to Council:** December 13, 2022  
**Report Number:** LCS-2022-42  
**Subject:** Animal Services

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### Recommendations

It is recommended:

**That** Report LCS-2022-39 entitled “Animal Services” **be received**;

**And that** The Corporation of the Town of Tecumseh **enter** into an Agreement with the Windsor Essex County Humane Society for the provision of cat intake and spay/neuter services, at an annual cost to the Town of \$7,500, and DocuPet Inc. for the provision of dog tag licensing, at an annual cost to the Town of \$4.00 per tag, in advance of the 2023 budget deliberations due to the timing of service renewal;

**And further that** the Clerk **be authorized** to execute an Agreement between the Town and Windsor Essex County Humane Society, for a one year term commencing January 1, 2023 and concluding December 31, 2023;

**And furthermore, that** the Clerk **be authorized** to execute an Agreement between the Town and DocuPet Inc., for a three-year term commencing January 1, 2023 and concluding December 31, 2025.

## **Background**

### **Cat Intake Program**

The Cat Intake Program with the Windsor Essex County Humane Society (WECHS) allows residents to drop off stray cats to the WECHS at a historical cost to the Town of \$25 for each cat.

The Agreement with the WECHS for the Cat Intake Program has been in place since 2010 and was originally entered into following concerns expressed by Town residents regarding cats entering onto property other than that of their owners. The Agreement with the WECHS has been renewed each year since and is set to expire on December 31, 2022.

Upon drop off, the WECHS examines the stray cats for their disposition, and treats if medically necessary. Healthy and friendly stray cats are adoptable; stray cats that appear to be community cats are spayed or neutered, vaccinated, micro-chipped and returned to the field where trapped to live out their lives without producing any more kittens.

### **Cat Spay & Neuter Voucher Program**

In 2014, the Town launched the Cat Spay and Neuter Voucher Program as an additional opportunity to alleviate cat overpopulation in Tecumseh.

The vouchers, approved for 95 vouchers with a value of \$50 each, are allocated annually for the spay or neuter of feral cats to a maximum of five (5) vouchers per caregiver of feral cats, and owned cats to a maximum of three (3) vouchers available for low-income families.

Vouchers are made available to Tecumseh residents on a first come, first served basis. Caregivers and families of feral cats and owned cats are required to complete an electronic application form and provide proof that they are at least 18 years of age and their primary residence, for at least one year, is in the Town. Application forms and eligibility for low-income vouchers require proof that a family household's before-tax income cannot exceed the Statistics Canada Low Income Cut-Offs.

The College of Veterinarians of Ontario (CVO) requires that vouchers not be restricted for use at veterinarians within a particular boundary and as such, the vouchers can be used anywhere in Essex County. Correspondence is sent annually to all veterinary hospitals in Windsor and Essex County, as required by the CVO, to inquire of their interest to participate in the current year's Program.

All costs and fees for surgeries over and above the \$50 voucher value are the responsibility of the individual seeking service. The Town provides reimbursement of the

\$50 (inclusive of HST) per surgery to participating veterinary hospitals, upon receipt of an invoice and the signed voucher.

## **Dog Tag Licensing Program**

In accordance with the Town's Dog Control By-law No. 2003-91, as amended, every dog owner must make application, annually, to obtain a dog licence(s) and tag(s) for each dog owned. The dog tag forms an important method of identifying a dog to ensure their safe return should it be found running at large, or found and reported by a neighbour. The Dog Tag Licensing Program is a protective initiative intended to offset the costs associated with regulating and controlling dogs running at large, providing a dog catcher and maintaining the Dog Pound.

In 2021, the Town introduced a more convenient online option to renew or purchase a dog tag. The Dog Licence Renewal Application was made available on the Town's website to be completed and submitted electronically, along with the licence fee. Payment is processed using either Visa or Mastercard.

## **Comments**

### **Cat Intake and Cat Spay & Neuter Voucher Programs (Cat Programs)**

The Clerk's Service Delivery Review (Review), conducted by WSCS Consulting earlier this year, recommended the Legislative and Clerks Services Department focus on core functions of legal and clerk services. The Review examined the Town's animal licensing programs and found a significant amount of staff time is spent managing and issuing dog licenses and Cat Spay & Neuter Voucher Program. Many municipalities are now outsourcing their licensing programs very successfully and are seeing increased uptake and revenues.

Both Cat Programs offered by the Town have proven to be very successful and received positive participation from residents. However, as the Review highlighted, the programs are time consuming and impacting staff's time to focus on core department services.

Accordingly, the Review recommended outsourcing the Cat Spay & Neuter Voucher Program to the WECHS, along with the Cat Intake Program as a community grant program, as opposed to the current cumbersome reconciliation process.

Administration has engaged with WECHS to explore a partnership opportunity to offer both Cat Programs on the Town's behalf. WECHS is desirous and able to offer both services to Tecumseh residents, at an annual cost to the Town of \$7,500. This partnership would provide the same level of service to Tecumseh residents while alleviating the level of staff time for administrative support of both programs. WECHS

also has a greater community outreach which may help to assist a greater number of low-income households.

Administration will monitor the inaugural partnership with WECHS to provide both Cat Programs and a report out will be provided to Council prior to the end of the proposed 2023 Agreement term.

## **Dog Tag Licensing Program**

As previously recommended and approved in the Information Technology Services Review (ITSR), completed by Perry Group Consultants in 2021, the Clerk's Review also recommended outsourcing dog licensing service to an external provider to alleviate the staff burden and increase revenues.

By way of an update, Administration is currently engaging the services of DocuPet Inc. (DocuPet) to provide dog licensing services starting in 2023. Their approach to pet licensing is founded on delivering value to the pet owner in such a way that makes the licensing process simple and rewarding via a secure online software pet licensing service with an easy step-by-step process for residents to purchase or renew their dog tag(s). Each dog tag is linked to that pet's secure online profile which includes a unique identification number to help reunite a lost dog. A dog tag(s) is mailed to the dog owner upon purchase and retains the same physical tag for the lifetime of the dog with each annual renewal. The service helps to streamline and automate administrative efforts involved including scheduled email renewal communications, dog tag fulfillment and accessible data tools.

DocuPet's software also provides for 365 licensing which allows the resident to renew based on the calendar date (i.e., purchase tag on February 1, renew the following February 1). This model has shown to be more effective and equitable for those who may acquire a dog later in the year and/or move into the municipality past the traditional 'early bird' deadline. The start up fee of \$4,999 is also waived by implementing the 365 licensing.

Detailed communication to residents will be forthcoming as Administration anticipates launching the Dog Tag Licensing Program with DocuPet in spring 2023. In collaboration with the Town's Communication division and DocuPet's marketing materials and website, residents will receive clear information and guidance regarding the online registration process and lost pet services.

Reporting capabilities are provided by DocuPet which will allow Administration to receive detailed insights on program performance and revenues, as well as effectively monitor the program.

## Consultations

Technology & Client Services  
Windsor Essex County Humane Society  
DocuPet Inc.

## Financial Implications

Historically, the Animal Control Budget has allocated funds for both the Cat Intake Program and Cat Spay & Neuter Voucher Program. Funding in the amount of \$6,250 was provided in the 2022 Budget for the Cat Intake Program (\$1,500) and Cat Spay & Neuter Voucher Program (\$4,750).

Funding for WECHS's annual fee of \$7,500 for the proposed cat program partnership has been allocated in the draft 2023 Animal Control budget.

To reflect rising cost of inflation and costs associated with the Dog Tag Licensing Program, the cost of a dog tag will be increased from \$20.00 to \$22.00 per tag. Under the DocuPet service, dog owners will be receiving additional benefits such as the customized dog tag with unique identification number and lost pet service. As well, the Town's current 'early bird' before March 31st fee structure will be eliminated and tags purchased within the 365 program will be at the flat rate cost of \$22.00 per tag.

Funding for the provision of dog tag licensing, at an annual cost to the Town of \$4.00 per tag, plus applicable credit card transaction fee, has also been allocated in the draft 2023 Animal Control budget.

Based on the Town's average sale of approximately 1200 dog tags yearly, it is anticipated that the cost for DocuPet's service will be \$4,800 [1200 dog tags sold annually x \$4.00 fee per tag], plus applicable credit card transaction fee (approximately \$0.94/tag). The projected revenue, less DocuPet's standard fees, is approximately \$20,472 [1200 dog tags x \$22.00/tag minus the standard fees]. Current revenue collected in 2022 is \$24,420. This revenue does not account for staff time associated with administering the dog-tag program. With DocuPet, staff involvement will be limited to contract administration.

Entering into an agreement with DocuPet before December 31st will secure the current standard fee of \$4.00 per tag for the term of the agreement. As noted, the start up fee of \$4,999 is also waived by implementing the 365 licensing.

The Town will receive the monthly revenue, less the standard dog tag fee collected by DocuPet, to offset the costs associated with regulating and controlling dogs running at large, providing a dog catcher and maintaining the Dog Pound.

Council's advance approval of this budget allocation in advance of general operating budget deliberations is requested due to the timing of this required service renewal. In a

normal budget year, budget deliberations would occur in December, however, during an election year, it is our practice to extend budget deliberations to January. As the current cat intake agreement expires at the end of December and in order to implement DocuPet's services for 2023, Administration is seeking advance approval to ensure seamless animal services in the Town.

## Link to Strategic Priorities

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

Christina Hebert, BA (Hons), MA, Dipl. M.A.  
Deputy Clerk – Clerks Services & Policy Advisor

Reviewed by:

Jennifer Alexander, MPA  
Deputy Clerk & Manager Legislative Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None



## 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:** December 13, 2022

**Report Number:** PWES-2022-26

**Subject:** Amendment to Drainage Assessment Schedules for Works Completed under Section 78 of the Drainage Act in 2021

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### Recommendations

It is recommended:

**That** the Report PWES-2022-26 titled “Amendment to Drainage Assessment Schedules for Works Completed under Section 78 of the Drainage Act in 2021”, **be received**;

**And that** By-law No. 2022-093 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the Dawson Drain (Revenberg Culvert), approved by By-law No. 2021-15, **be given** first, second, third and final reading;

**And further that** By-law No. 2022-094 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the South Talbot Holden Outlet Drain (County Road 11 & South Talbot Road Intersection), approved by By-Law 2021-42, **be given** first, second, third and final reading;

**And furthermore, that** By-law No. 2022-095 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the South Talbot Holden Outlet Drain (Gosselin O’Neil culvert), approved by By-law No. 2019-25, **be given** first, second, third and final reading;

**And further moreover that** By-law No. 2022-096 being a Capital Drain Levying By-Law to provide for the collection of construction drainage assessments for the East Townline Drain (St. Clair Outlet), approved by By-law No. 2019-21, **be given** first, second, third and final reading.

## **Background**

### **Dawson Drain – Revenberg Culvert**

Council, at their meeting on May 25, 2021, adopted the engineer's drainage report by Gerard Rood, P.Eng. of Rood Engineering Inc., dated April 3, 2020, under By-law No. 2021-15, for the repair and improvement to the Dawson Drain under Section 78 of the Drainage Act, R.S.O. 1990 (Act). Construction was completed in 2021 and consisted of a new agricultural access bridge serving CON STR S PT LOT 294 (Roll No. 460-00200) over the Dawson Drain.

### **South Talbot Holden Outlet Drain – County Road 11 & South Talbot Road Intersection**

Council, at their meeting on June 8, 2021, adopted the engineer's drainage report by Mark Hernandez, P.Eng., of Dillon Consulting Ltd., dated March 17, 2021, under By-law No. 2021-42, for the repair and improvement to the South Talbot Holden Outlet Drain under Section 78 of the Act. The design of the proposed drainage works was being completed concurrently and in concert with the County of Essex's County Road 11 & South Talbot Road reconstruction project. Construction was substantially completed in January of 2021 and consisted of the realignment of the South Talbot Holden Outlet Drain as part of the works.

### **South Talbot Holden Outlet Drain – Gosselin O'Neil Culvert**

Council, at their meeting on May 14, 2019, adopted the engineer's drainage report by Mark Hernandez, P.Eng., of Dillon Consulting Ltd., dated March 11, 2019, under By-Law No. 2019-25, for repair and improvement to the South Talbot Holden Outlet Drain under Section 78 of the Act. Construction was substantially completed in 2021 as part of the Town's South Talbot Road Improvement project. The work consisted of a new access bridge serving Pt. Lot 303, South Talbot Road Concession (Roll No. 470-00700) over the South Talbot Holden Outlet Drain as part of a land severance and two road bridge replacements on South Talbot Road.

### **East Townline Drain (St. Clair Outlet)**

Council, at their meeting on June 25, 2019, adopted the engineer's drainage report by Mark Hernandez, P.Eng., of Dillon Consulting Ltd., dated February 13, 2019, under By-law No. 2019-21, for repair and improvement to the East Townline Drain under Section 78 of the Act. Construction was substantially completed in 2021 and consisted of culvert replacements, repairs, drain bank repairs and restoring the East Townline Drain, from County Road 42 to County Road 22, to the engineer's design cross-section and grade.

## **Comments**

### **Municipal Drainage Works Procedures**

Section 4 and 78 of the Drainage Act, R.S.O. 1990 provides that the Town can construct, repair or improve municipal drains in response to a request or petition from an affected landowner, in the Town, experiencing drainage issues. Appointed engineer reports proceed through required meetings and appeal opportunities as legislated under the Act. Assessments are established for each affected property and are legislated by by-law after the timelines for any appeals have expired (Drainage By-Law).

Once a drainage report has been adopted as a provisional by-law, construction, repair or improvement works for the Drain are tendered according to the Town's Procurement By-Law and Purchasing Policy.

After the contract for the drainage works is awarded and following substantial completion of the construction of the recommended works in the adopted drainage report, the Town applies to the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) for grant funds for eligible agricultural lands. These properties must be classified at the Farm Tax Rate to receive the grant monies which are applied for by the Drainage Superintendent and deducted from the gross assessment for each individual property.

Section 62(1) of the Act requires the municipality to adopt a by-law to assess out the actual costs of the drainage works proportionately to the affected landowners, excluding any non-pro-ratable special benefit costs. The non-pro-ratable costs are assessed to the affected landowners and roads as determined by the drainage engineer in accordance with the Section 24 and 26 of the Act. The by-laws for the drains referenced in this report provide for assessing the actual costs of the drainage works proportionately to the affected landowners.

## **Consultations**

Financial Services

## Financial Implications

Original By-Law	Drain Name	Engineer's Estimate	Actual Costs			OMAFRA Grant
			Total Project Cost	Pro-Rateable Cost	Non-Pro-Rateable Cost	
2021-15	Dawson Drain – Revenberg Culvert	\$14,200	\$10,680.46	\$10,680.46	\$0	\$0
2021-42	South Talbot Holden Outlet Branch Drain – County Intersection	\$210,050	\$23,550.80*	\$23,550.80	\$0	\$0
2019-25	South Talbot Holden Outlet Drain – Gosselin O'Neil Culvert	\$376,000	\$350,000	\$325,203.96	\$24,796.04	\$8,166.67
2019-21	East Townline Drain (St. Clair Outlet)	\$544,638	\$410,931.93	\$397,136.44	\$13,615.49	\$110,382.85

\* The actual project costs were substantially lower due to the works being incorporated as part of the County of Essex's County Road 11 and South Talbot Road reconstruction project.

The total project costs listed in the above table include construction, engineering, environmental monitoring, eligible administrative expenses, permit fees, allowances, interest and non-recoverable HST. These project costs are 100% recoverable by affected lands, including the Town's portion, as detailed in the adopted assessment schedules.

The total drainage assessments to the Town are as follows:

- \$325,203.96 for the South Talbot Holden Outlet Drain (Gosselin O'Neil Culvert)
  - Funded from the Road Lifecycle Reserve
- \$155,840.63 for the East Townline Drain (St. Clair Outlet)
  - Funded from the Municipal Drain Lifecycle Reserve

The landowner for the new access bridge over the Dawson Drain paid the total assessment and the County of Essex paid the total assessment for the realignment of the South Talbot Holden Outlet Drain.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Alessia Mussio, E.I.T.  
Drainage Superintendent/Engineering Technologist

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

**From:** Phil Bartnik, Director Public Works & Engineering Services

**Date to Council:** December 13, 2022

**Report Number:** PWES-2022-40

**Subject:** Water and Wastewater Rates for 2023

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### Recommendations

It is recommended:

**That** By-law No. 2022-102, being a by-law to adopt the water and wastewater rates for 2023, based on the recommendation of the 2015 Town of Tecumseh Water and Wastewater Rate Study, and the Mediation Agreement and discussions with the Windsor Utilities Commission, **be adopted**.

### Background

The purpose of the Town of Tecumseh Water and Wastewater Rate Study (Rate Study) is to update water and wastewater rates and charges to ensure a full cost recovery of these services. Full cost recovery is the generation of sufficient revenues to cover the cost of providing water and wastewater services to Town of Tecumseh customers. These services include operations, capital works and the appropriate reserve contributions necessary for asset lifecycle replacement and growth.

The Town's Financial Services department last updated the Rate Study in 2015. The Rate Study is reviewed every five years and was due for a review in 2020. Given the impacts of the COVID-19 pandemic in addition to staff efforts focused on the preparation of emergency response plans due to the potential for lake flooding from high lake levels in 2021, the updated Water and Wastewater Rate Study was deferred and is being presented to Council in the first quarter of 2023.



The Town purchases bulk water from the City of Windsor, which is operated by the Windsor Utilities Commission, via a 50-year agreement signed in 2004. In 2018, Windsor Utilities Commission applied a rate adjustment of 9% to the water rate effective January 1, 2017 through to December 31, 2026. This rate adjustment is discussed in further detail in Financial Services Report No. [FS-2018-14](#).

Future water and wastewater rate increases are reviewed by Council on an annual basis. Typically rate increases are based on the recommendations found in the last updated Rate Study, the Mediation Agreement and discussions with the Windsor Utilities Commission. It is customary for rate adjustments to occur in conjunction with the Town's annual budget process. As the 2023 Rate Study update is not yet adopted, the 2015 Rate Study continues to apply as a guide as it made projections over a 10-year period. Council is advised that the results of the 2023 update are very similar to the 2015 rate structure and projections.

Annual adjustments to the rate study are given public notice. Each year a notice is published in the Essex Free Press and on the Town's website and social media platforms to inform the public of Council's intention to give consideration to a by-law to establish water and wastewater rates for the given year.

## Comments

### 2023 Water and Wastewater Rates

Based on the review of capital servicing, capital financing, operating expenditures and for water/wastewater services provided by the Windsor Utilities Commission (water) and City of Windsor (wastewater), Financial Services, on November 24, 2015, recommended a rate schedule for water and wastewater.

The proposed 2023 water rates continue:

1. the declining block rate structure for large (over 10,200 cubic meters per month) volume water usage;
2. the 2016 \$0.0165 rate reduction to reallocate funding to the sanitary system; and
3. the 2023 rate increase as proposed in the Rate Study is 2%.

Usage in cubic meters	2023 Proposed	2022 Actual	\$ Change	% Change
Less than 10,200	\$1.2747	\$1.2496	0.0251	2%
Greater than 10,200	0.9214	0.9032	0.0182	2%

The proposed 2023 wastewater rates continue:

1. the reduction in the sewer charge for Bonduelle North America (recently renamed to Nortera Foods) at 2/3 of the wastewater rate charged to residential consumers. A discounted rate for Bonduelle is provided on the wastewater volume charge to recognize the high proportion of water which is used in their processing that does not go back into the wastewater system;
2. the 2012 \$0.04 addition to the rates to support subsidy programs implemented to assist homeowners in reducing inflow and infiltration into the sanitary system;
3. the 2016 \$0.0200 rate increase reallocating funding from the water system; and
4. the 2023 rate increase as proposed in the Rate Study.

Wastewater rates proposed for 2023 are:

User				
General	\$1.3354	\$1.3092	\$0.0262	2%
Bonduelle	\$0.8902	0.8728	\$0.0174	2%

These recommended rates are part of a long-term plan for financial sustainability of the Town of Tecumseh's water and wastewater system, which have a historical cost of \$5.6 million and \$4.7 million respectively. Revised long-term projected consumption rates to 2024 are shown on Attachment 1.

## Fixed Charge Rates

The Town's Charge Rate is a fixed monthly charge to all customers based on the size of the meter servicing the property. This charge ensures a contribution to the water and wastewater system regardless of consumption levels. The proposed Fixed Charge Rates for 2023 represent a 6% increase over 2022 levels. The chart below depicts the 2022 rates as well as the proposed 2023 rates for each of water and wastewater and service connections.

Meter Size	2023	2022
5/8" & 3/4"	\$18.98	\$17.91
1"	\$32.93	\$31.08
1.5"	\$64.65	\$60.99
2"	\$96.32	\$90.86
3"	\$161.71	\$152.57
4"	\$261.02	\$246.25
6"	\$464.18	\$437.90

## Other Charges

The Town has previously applied a regular annual increase to a number of charges within the Water and Wastewater Rates By-law.

The 2023 water rate for the **Oasis Water Filling Station** is recommended to be increased at the prevailing CPI rate of 6.9%, or \$0.15, to \$2.39 per cubic meter (\$2.24 in 2022).

Rates for unmetered users are based on a monthly consumption of 330 cubic meters, as well as the fixed rate changes, and reflect the updated metered rates proposed. It is therefore recommended that the **flat rate un-metered wastewater collection and treatment charge** be established at \$55.71 (2022 - \$53.92) and the **flat rate water un-metered consumption charge** be established at \$54.03 (2022 - \$52.28) per month for 2023.

## Consultations

Financial Services  
Legislative Services & Clerk

## Financial Implications

The recommended water and wastewater rates for 2023 will recover the Town's operating and capital servicing costs including an allowance for lifecycle replacement of capital infrastructure.

The impact of the proposed rate increases would increase the cost to a homeowner using 240 cubic meters from \$1,044.00 (2022) to \$1,081.97 (2023), an increase of 3.6%.

## 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:

Brad Dupuis, C. Tech.  
Manager Water 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

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Water and Wastewater Recommended Charges per the 2015 Water and Wastewater Rate Study

## Attachment 1: Water and Wastewater Recommended Charges per the 2015 Water and Wastewater Rate Study

### Recommended Consumption Charges - Water

	2015 Approved	2016	2017	2018	2019	2020	2021	2022	2023	2024
Under 10,200 m <sup>3</sup> /month <sup>1</sup>	1.1550	1.1319	1.1432	1.1547	1.1662	1.1779	1.1896	1.2015	1.2135	1.2257
Over 10,200 m <sup>3</sup> /month <sup>1</sup>	0.8350	0.8183	0.8265	0.8347	0.8431	0.8515	0.8600	0.8686	0.8773	0.8861
Annual % Change <sup>1</sup>		-2%	1%	1%	1%	1%	1%	1%	1%	1%

Table 10.2  
Recommended Fixed Charges - Water

	2015 Approved	2016	2017	2018	2019	2020	2021	2022	2023	2024
5/8" and 3/4"	11.91	12.62	13.38	14.19	15.04	15.94	16.89	17.91	18.98	20.12
1"	20.66	21.90	23.21	24.61	26.08	27.65	29.31	31.07	32.93	34.90
1 1/2"	40.56	42.99	45.57	48.31	51.21	54.28	57.54	60.99	64.65	68.53
2"	60.43	64.06	67.90	71.97	76.29	80.87	85.72	90.86	96.32	102.10
3"	101.46	107.55	114.00	120.84	128.09	135.78	143.92	152.56	161.71	171.41
4"	163.77	173.60	184.01	195.05	206.76	219.16	232.31	246.25	261.02	276.69
6"	291.23	308.70	327.23	346.86	367.67	389.73	413.12	437.90	464.18	492.03
Annual % Change		6%	6%	6%	6%	6%	6%	6%	6%	6%

### Recommended Volume Charges - Wastewater

	Approved 2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Charge per m <sup>3</sup>	1.1397	1.1625	1.1857	1.2095	1.2336	1.2583	1.2835	1.3092	1.3353	1.3620
'Large Consumer' per m <sup>3</sup>	0.7598	0.7750	0.7905	0.8063	0.8224	0.8389	0.8557	0.8728	0.8902	0.9080
Annual % Change		2%	2%	2%	2%	2%	2%	2%	2%	2%

### Recommended Fixed Charges - Wastewater

	2015 Approved	2016	2017	2018	2019	2020	2021	2022	2023	2024
5/8" and 3/4"	11.91	12.62	13.38	14.19	15.04	15.94	16.89	17.91	18.98	20.12
1"	20.66	21.90	23.21	24.61	26.08	27.65	29.31	31.07	32.93	34.90
1 1/2"	40.56	42.99	45.57	48.31	51.21	54.28	57.54	60.99	64.65	68.53
2"	60.43	64.06	67.90	71.97	76.29	80.87	85.72	90.86	96.32	102.10
3"	101.46	107.55	114.00	120.84	128.09	135.78	143.92	152.56	161.71	171.41
4"	163.77	173.60	184.01	195.05	206.76	219.16	232.31	246.25	261.02	276.69
6"	291.23	308.70	327.23	346.86	367.67	389.73	413.12	437.90	464.18	492.03
Annual % Change		6%	6%	6%	6%	6%	6%	6%	6%	6%



## 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:** December 13, 2022

**Report Number:** PWES-2022-44

**Subject:** Lesperance Road VIA Rail Crossing Improvements  
Tender Award and VIA Rail Agreements

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### Recommendations

It is recommended:

**That** the tender for the Lesperance Road VIA Rail Crossing Improvement in the amount of \$2,961,219.48 excluding HST **be awarded** to Rudak Excavating Inc.;

**And that** By-law 2022-090 **be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's solicitor, with Rudak Excavating Inc.;

**And further that** funding allocations, reflecting a total budget requirement of \$4,271,200 with a \$2,139,000 increase to the original allocation **be accommodated** as follows:

- Road Lifecycle Reserve – increase from \$1,849,300 to \$3,745,955
- Watermain Reserve Fund – increase from \$0 to \$79,069
- Wastewater Sewers Reserve Fund – increase from \$0 to \$100,774
- Storm Sewer Lifecycle Reserve – increase from \$282,900 to \$345,292

**And furthermore that** By-law 2022-091 **be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute the Collaborative Work Agreement, satisfactory in form to the Town's solicitor, with VIA Rail Canada Inc.;

**And further moreover that By-law 2022-097 be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute the Infrastructure Contract (Crossing and Permission to Access), satisfactory in form to the Town's solicitor, with VIA Rail Canada Inc.;

**And further moreover that By-law 2022-098 be given** the first, second, third and final reading, to authorize the Mayor and Clerk to execute the Fencing Agreement, satisfactory in form to the Town's solicitor, with VIA Rail Canada Inc.

## Background

In 2014 VIA Rail Canada Inc. (VIA) conducted inspections on all their grade crossings, including the two rail crossings located in the Town of Tecumseh – Lesperance Road north of Tecumseh Road (Mile: 99.31), and Tecumseh Road just west of Lacasse Boulevard (Mile: 99.13). The inspection identified minor improvements that were required such as faded road paint and consideration for additional safety features. The major item that came from the inspections was the crossing inspection at Mile 99.31 (Lesperance Road). It was determined that the gradient for the road approach exceeds the maximum gradient of 2% within 8 metres of the nearest rail and 5% for 10 metres beyond.

In a News Release published May 20, 2021, the Minister of Transport announced more than \$21 million in funding for new projects under the Rail Safety Improvement Program (RSIP) to enhance rail safety in Canada. The Town's Lesperance Road/VIA Rail Improvement project is one of 135 initiatives approved across Canada.

At the January 25, 2022 Regular Meeting of Council, Council approved the recommendations (Motion: RCM-23/22) of Report [PWES-2022-03](#) titled "Approval of 2022 Public Works & Engineering Services Capital Works Projects" that authorized Administration to proceed with the identified 2022 capital works projects including the construction of the Lesperance Road VIA Rail Crossing Improvements.

At the June 28, 2022 Regular Meeting of Council, Council approved the recommendations (Motion: RCM-200/22) of Report [PWES-2022-32](#) titled "Lesperance Road VIA Rail Crossing Improvements – Tender Results".

## Comments

### Tender Call No.1 (Spring 2022)

A tender call was advertised on the Town's website along with being posted on the Town's bids and tenders account on April 28, 2022. One (1) tender submission was



received on May 19, 2022 and was virtually opened in the presence of Administration and the Director Financial Services & Chief Financial Officer.

The single tendered bid received in the amount of \$4,080,279 was significantly over the construction budget (at 243% of the construction estimate). At the June 28, 2022 Regular Council Meeting, Council rejected the single tender due to the bid being significantly over budget. If the single bid was accepted, the total project budget would have been an estimated \$5,218,300.

Administration, through the assistance of Dillon Consulting Ltd. (Dillon), consulted with Contractors to provide the reasoning why they did not submit bids for this project, which may have potentially resulted in an acceptable bid. A combination of the time of work, an influx of other projects in the area, and concerns with VIA requirements were provided as the reasons that certain plan takers did not submit a bid.

### **Tender Call No.2 (Fall 2022)**

A second tender call for the project was advertised on the Town's website along with being posted on the Town's bids and tenders account on October 18, 2022. Dillon also provided notification of the tender to the Windsor Construction Association and reached out to known contractors in the area. Five (5) tenders were received on November 17, 2022 and were virtually opened in the presence of Administration and the Director Financial Services & Chief Financial Officer. The Tender results are summarized as follows:

<b>Tenderer</b>	<b>Total Tender Price (excluding HST)</b>
Rudak Excavating Inc.	\$2,961,219.48 <sup>1</sup>
J & J Lepera Infrastructures Inc.	\$3,045,000.00
GIP Paving Inc.	\$3,295,567.00
SheaRock Construction Group Inc.	\$3,750,000.00
J.C.S. Construction Inc.	\$4,985,331.00 <sup>1</sup>

<sup>1</sup> denotes corrected totals

Some minor mathematical errors were noted in two of the bids submitted. These mathematical errors were identified and corrected by Dillon, with the respective updates reflected in the above table. Updates to bid prices were not significant and did not result in any changes in the original standings of the tenderers. Details on errors and the

respective corrections can be found in Attachment 1 - Summary of Tender Results and Award Recommendation Letter.

In the spring of this year, Administration received one submission during the first tender call of \$4,080,279. In comparison with the lowest construction bid of \$2,961,219.48, the Town has received a bid approximately \$1,119,100 lower than the bid received in the spring of this year.

Administration, in consultation with Dillon, recommends that Council award the Tender for the Lesperance Road VIA Rail Crossing Improvement project in the amount of \$2,961,219.48 excluding HST to Rudak Excavating Inc.

## **VIA Rail Canada Agreements**

To proceed with this project, VIA Rail requires that the Town enters into a “Collaborative Work Agreement”, “Infrastructure Contract” and “Fencing Agreement”.

### **Collaborative Work Agreement**

The Collaborative Work Agreement is an agreement which discusses the general work being completed by the parties as part of the project; the costs associated with the work and the respective cost-shares; and the contract specifications to be used in conjunction including insurance, liability, and safety requirements.

### **Infrastructure Contract**

The Infrastructure Contract (Crossing and Permission to Access) is an agreement entered into by VIA and the Town to: premise access to the area; allow the construction, use, and maintenance of infrastructure within area; and address crossing improvements including the payment of operation and maintenance of such.

The Infrastructure Contract includes three separate subcontracts: Sub-Contract “A” Underground Pipes Crossing; Sub-Contract “B” Permission to Access Premises and Liability Release; and Sub-Contract “C” Railway Crossing. Sub-Contract “C” includes a financial component which will be discussed further in the Financial Implications section of this report.

### **Fencing Agreement**

The Fencing Agreement is an agreement which allows the Town to construct, use, and maintain a fence to reduce trespassing activities and increase pedestrian safety across the VIA Rail corridor at the crossing.

## Consultations

Financial Services  
 Dillon Consulting Ltd.  
 Town Solicitor  
 VIA Rail Canada Inc.

## Financial Implications

Report PWES-2022-03 provided an estimated project cost of \$2,132,200 and funding approval as follows:

<b>Lifecycle Reserve Fund</b>	<b>Amount</b>
Road Lifecycle Reserve Fund	\$1,849,300
Storm Sewer Lifecycle Reserve Fund	\$282,900
<b>Total</b>	<b>\$2,132,200</b>

The tendered/projected costs are summarized below:

<b>Cost Item</b>	<b>Amount</b>
Construction (tender)	\$2,961,300
Engineering	\$646,000
Utility Relocation Allowance	\$5,000
Property Acquisition/Easement	\$250,000
Intellistreet Supply of Poles/Lumaires	\$63,000
VIA Rail Access Permit	\$2,000
Additional VIA Rail Items	\$170,000
Budgetary Contingency	\$100,000
Sub-total	\$4,197,300
Non-rebatable HST (1.76%)	\$73,900
<b>Total<sup>2</sup></b>	<b>\$4,271,200</b>

<sup>2</sup> Denotes rounded total

The total tendered/projected cost is over the \$2,132,200 budget by \$2,139,000. The original budget allocated for this project was based on a preliminary cost estimate provided by Dillon, which had been created prior to the completion of detailed design.

Cost escalation from the original budget can be attributed to the following:

- **Scope changes** – During detailed design, the scope of the project was more well-defined and included items not included in the preliminary cost estimate.
- **Inflation** – The construction industry, like many others, have seen substantial increases in prices related to material and labour.
- **VIA Rail** – Consultations with VIA Rail have taken place over 12 months resulting in additional engineering and solicitor fees for meetings, correspondence, and design revisions not previously anticipated.
- **Scope of work** – The contract includes constrained and complicated work areas which require additional time and care during construction. General contractors indicated they prefer larger road and sewer projects and that the scope of the work along with VIA Rail requirements likely resulted in higher costs.
- **Retendering** – On rejection of the first tender, additional engineering time was used to evaluate tender bids and retender the project to include updated details.

Based on the distribution of costs within the tender, reserve funding is to be adjusted as detailed in the table below. Notwithstanding the RSIP grant awarded, it is customary to request allocation for the full project cost in order to secure authorization to pay for the works upfront and seek reimbursement from the funding agency afterwards. The net project cost is set out in a table further on in the report.

<b>Lifecycle/Reserve Fund</b>	<b>Project Budget</b>	<b>Tendered / Projected Costs</b>	<b>Change</b>
Road Lifecycle Reserve Fund	\$1,849,300	\$3,746,000	\$1,896,700
Watermain Reserve Fund	\$0	\$79,100	\$79,100
Wastewater Sewers Reserve Fund	\$0	\$100,800	\$100,800
Storm Sewer Lifecycle Reserve	\$282,900	\$345,300	\$62,400
<b>Totals</b>	<b>\$2,132,200</b>	<b>\$4,271,200</b>	<b>\$2,139,000</b>

## Rail Safety Improvement Program (RSIP) Funding

In July 2020 the Town applied to the RSIP 2021/2022 Intake for the improvements required at the VIA Rail/Lesperance Road grade crossing. In a letter dated March 19, 2021, the Director of Transportation and Infrastructure Programs for Transport Canada advised the Town of its approval for funding (a Contribution being 80% of eligible costs to a maximum of \$10M) under the Rail Safety Improvement Program. The Government of Canada's investment towards the Town's project will be 80% of eligible costs up to a maximum of \$1,027,200.

Following a subsequent meeting with RSIP staff, Administration inquired with RSIP staff as to the possibility of increased funding for the project under this program due to increased costs discussed above. Although not approved, RSIP staff had confirmed that there exists an opportunity to increase funding for this project, with requests of up to 20% additional funding being approved by the grant program administrators. Requests above 20% would require a lengthier review and approval process.

Administration will be requesting additional funds as part of the agreement amendment at the end of the year.

A summary of the project costs including the approved recoverable from the RSIP, inclusive of the net impact to reserve and lifecycle funds, is outlined in the following table:

<b>Lifecycle / Reserve Fund</b>	<b>Tender Project Cost</b>	<b>Original RSIP Funding</b>	<b>Additional 20% RSIP Funding<sup>3</sup></b>	<b>Net Impact to Reserve Funds</b>
Road	\$3,746,000	\$1,027,200	\$205,400	\$2,513,400
Water	\$79,100	\$0	\$0	\$79,100
Wastewater	\$100,800	\$0	\$0	\$100,800
Storm Sewer	\$345,300	\$0	\$0	\$345,300
<b>Totals</b>	<b>\$4,271,200</b>	<b>\$1,027,200</b>	<b>\$205,400</b>	<b>\$3,038,600</b>

<sup>3</sup> Administration to discuss with RSIP on the potential for a higher percentage increase

## VIA Rail: Infrastructure Contract (Crossing and Permission to Access)

Included within the Infrastructure Contract that is required to commence work, is Sub-Contract “C” which stipulates future financial implications to the Town for the duration of the contract (99 years).

Sub-Contract “C” includes the agreement:

- i) that the cost of maintenance and operation of the automatic warning system is to be equally shared between the Road Authority and VIA Rail;
- ii) that costs of maintaining the roadway approaches to the crossing are paid fully by the Road Authority; and
- iii) that costs of crossing rehabilitation be paid equally by the Road Authority and Via Rail.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Cameron Hedges, P.Eng.  
Engineering Project Manager

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

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Summary of Tender Results and Recommendation Letter



Our File: 21-2044

November 21, 2022

**SENT VIA EMAIL**

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

Attention: Mr. Phil Barnik, P.Eng.  
Director, Public Works and Environ.

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

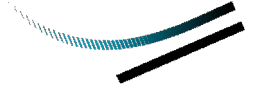
**Lesperance Road VIA Rail Crossing Improvements  
In the Town of Tecumseh  
Summary of Bid Results for November 2022 Re-Tender**

Five bids were received on November 17, 2022, for this project. The bid results are summarized as follows:

Bidder	Total Tender Price (Excluding applicable taxes)
Rudak Excavating Inc.	\$2, 961,219.48 *
J & J Lepera Infrastructures Inc.	\$3,045,000.00
GIP Paving Inc.	\$3,295,567.00
SheaRock Construction Group	\$3,750,000.00
J.C.S. Construction Inc.	\$4,985,331.00 *

**\* Corrected Total Bid Amount**

Based on our review of the bid submissions, mathematical errors were made in the submission of Rudak Excavating Inc. and J.C.S. Construction Inc. The corrected Total Tender Price is shown above.



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

All bidders submitted the required \$150,000 Bid Bond which the Town has retained. All Bidders acknowledged receipt of Addendum No. 1 and Addendum No. 2.

We have confirmed with Mr. Brian Rudak of Rudak Excavating Inc., that Rudak Excavating Inc. is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

Tender acceptance and Contract award is subject to the Town of Tecumseh's Procurement Policies and Procedures as outlined in the Town of Tecumseh Purchasing By-Law No. 2021-60 and Purchasing By-Law Amendment No. 2021-103. The tender shall be awarded to Rudak Excavating Inc. for the Total Tender Price of \$2,961,219.48 (excluding applicable taxes) based on this policy and their lowest tender submission.

Subject to Client's approval of this outcome, we will prepare the necessary agreements for signing.

Yours sincerely,

**DILLON CONSULTING LIMITED**

Laura Herlehy, P.Eng.,  
Project Manager

LH:ldm

Encl.: Rudak Excavating Inc. with Errors Noted



## 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:** December 13, 2022

**Report Number:** PWES-2022-45

**Subject:** 2022 Supply of Various Vehicles Tender Award

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### Recommendations

It is recommended:

**That** the purchase of three (3) Extended Cab Pickup Trucks, in the amount of \$128,468 plus HST plus outfitting costs, **be awarded** to Provincial Chrysler;

**And that** the purchase of one (1) Crew Cab Pickup Truck, in the amount of \$57,883 plus HST plus outfitting costs, **be awarded** to Amherstburg Chevrolet;

**And further that** the annual funding allocation, reflecting a total budget requirement of \$201,843 with a \$50,843 increase to the original allocation **be accommodated** as:

- Fleet Lifecycle Reserve – Increase from \$151,000 to \$201,843

### Background

#### 2021 Various Vehicles

At the February 9, 2021 Regular Meeting of Council, Council authorized Administration to obtain quotations for the 2021 Supply of Various Vehicles within Report [PWES-2021-07](#) (Motion: RCM-42/21). The vehicles authorized in 2021 were:

1. Community and Recreation Services (Maintenance): Extended Cap Pickup Truck, \$30,000
2. Public Works and Engineering Services: Extended Cab Pickup Truck, \$35,000
3. Water Services: Extended Cab Pickup Truck, \$37,000

Council had approved an allocation of \$102,000 for the 3 Extended Cab Pickup Trucks and \$9,000 for the outfitting, for a total of \$111,000.

These vehicles were tendered and awarded in March 2021. Prior to the vehicles being delivered to the Town in January 2022, the vendor requested additional funds (an extra \$10,000 per vehicle) to finalize the purchase due to supply chain issues and manufacturer issues with pricing extended at the time of tender. Administration reviewed the request and after internal discussions rejected the three vehicles and decided to retender these vehicles as part of the 2022 vehicles.

## 2022 Various Vehicles

At the March 8, 2022 Regular Meeting of Council, Council authorized Administration to obtain quotations for the 2021 Supply of Various Vehicles within Report [PWES-2022-07](#) (Motion: RCM-83/22).

Vehicles authorized in 2022 were:

1. Community and Recreation Services: Crew Cab Pickup Truck, \$37,000

Council had approved an allocation of \$37,000 for the Crew Cab Pickup Truck and \$3,000 for the outfitting, for a total of \$40,000.

## Comments

A Request for Tender (RFT) for various vehicles was advertised on the Town's website as well as posted to the Town's Bids and Tenders account on October 18, 2022.

On November 10, 2022, the Purchasing Officer received five (5) submissions in response to the RFT that were opened electronically via the Bids and Tenders platform.

The table below summarizes the bids received (excluding HST).

<b>Company</b>	<b>Item 1 (3) Extended Cab Pickup Trucks</b>	<b>Item 2 Crew Cab Pickup Truck</b>
Provincial Chrysler	\$128,469	\$61,651
Oxford Dodge	\$152,700	\$64,523
Amherstburg Chevrolet	\$151,989	\$57,883
Windsor Chrysler	\$166,963	\$67,125
East Court Ford	\$179,556	\$67,948

The Manager Public Works & Transportation and the Purchasing Officer reviewed the bids submitted. The bids were found to be acceptable in principle and were checked for completeness and the degree to which each submission met the specifications.

The submissions were scored in accordance with the Evaluation and Award Process detailed within the RFT document.

In accordance with the Town's Purchasing Policy Section 4, Town Council is required to approve "irregular results" where the dollar value of the contract is more than \$10,000 or 10% over approved allocation. The submitted quotations are \$50,843 or 34% over the approved allocations.

Administration inquired as to why the costs were significantly higher than allocated and a few issues were identified as impacting the cost of vehicles. There are still supply chain issues related to the COVID-19 pandemic and the availability for microchips used in the vehicle industry. The cost of raw materials and inflation has affected the marketplace and vehicle costs are just priced higher now than two years ago. Lastly, there are no more Government discounts available for municipal fleets. In the past, these discounts were applied to all municipal purchased vehicles and in some instances were quite significant. The dealerships have informed Administration that they are no longer available.

The RFT submitted by Provincial Chrysler was the low bid for Item #1 (Three (3) Extended Cab Pickup Trucks) and Amherstburg Chevrolet was the low bid for Item #2 (Crew Cab Pickup Truck).

## Consultations

Financial Services

## Financial Implications

Item	Cost
Item 1 – 3 Extended Cab Pickup Trucks	\$ 128,469
Item 2 – Crew Cab Pickup Truck	\$57,883
Outfitting	\$12,000
HST non-rebateable (1.76%)	\$3,491
<b>Total</b>	<b>\$201,843</b>
Approved allocation in 2021 (including outfitting)	\$111,000
Approved allocation in 2022 (including outfitting)	\$40,000
<b>Allocation deficit</b>	<b>\$50,843</b>

Purchase of the vehicles will be funded from the Town's Fleet Lifecycle Reserve. The submitted costs are above the estimated and approved allocation.

Administration recommends the allocation deficit to be funded through the Fleet Lifecycle Reserve and going forward will adjust estimated values for vehicle replacements to reflect the current market conditions.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐      Social Media ☐      News Release ☐      Local Newspaper ☐

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

Prepared by:

Kirby McArdle, P.Eng.  
Manager Public Works & Transportation

Reviewed by:

Phil Bartnik, P.Eng.  
Manager Public Works & Transportation

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None





## 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:** December 13, 2022

**Report Number:** PWES-2022-46

**Subject:** 2022 Water Services Vehicle – Tender Award

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### Recommendations

It is recommended:

**That** the purchase of the 2022 Water Services Vehicle and service body, in the amount of \$109,399, **be awarded** to Oxford Dodge;

**And further that** the annual funding allocation, reflecting a total budget requirement of \$114,377 with a \$24,377 increase to the original allocation **be accommodated** as:

- Fleet Lifecycle Reserve – Increase from \$90,000 to \$114,377

### Background

At the March 8, 2022 Regular Meeting of Council, Council authorized Administration to obtain quotations for the 2022 Supply of Various Vehicles within Report [PWES-2022-07](#) (Motion: RCM-83/22), which included a water service vehicle outfitted for all aspects of the job. This vehicle can be described as a pick-up truck chassis with a specialized service body (for materials and tools) in place of the regular truck bed.

## Comments

On October 27, 2022, the Request for Quotation (RFQ) for the Water Services Vehicle was advertised on the Town's website as well as posted to the Town's Bids and Tenders account. In addition, an email was sent to local dealerships advising them of the Town's RFQ posted on the Bids and Tenders platform.

On November 17, 2022, the Purchasing Officer received two (2) submissions in response to the RFQ that were opened electronically via the Bids and Tenders platform. The table below summarizes the bids received:

Company	Quote (excluding HST)
Oxford Dodge	\$109,399
East Court Ford	\$118,840

The Manager Public Works & Transportation and the Purchasing Officer reviewed the bids submitted. The bids were found to be acceptable in principle and were checked for completeness and the degree to which each submission met the specifications.

In accordance with the Town's Purchasing Policy Section 4, Town Council is required to approve expenditures where the dollar value of the contract is more than \$10,000 or 10% over approved allocation. The submitted quotations are a minimum of \$19,399 or 21% over the approved allocations.

Administration inquired as to why the costs were significantly higher than allocated and a few issues were identified as impacting the cost of vehicles. There are still supply chain issues related to the COVID-19 pandemic and the availability of microchips used in the vehicle industry. The rising cost of raw materials has affected the marketplace; vehicle costs are just priced higher now than two years ago in general. This vehicle also has a specialty service body manufactured for it which is greatly affected by raw material cost inflation. Lastly, there are no more government discounts available for municipal fleets. In the past, these discounts were applied to all municipal purchased vehicles and in some instances were quite significant. The dealerships have informed Administration that they are no longer available.

The RFQ submitted by Oxford Dodge was the lowest submitted quotation for the Water Services vehicle and is recommended for award of this RFQ.

## Consultations

Financial Services

## Financial Implications

Item	Cost
Item 1 – Water Service Vehicle	\$ 70,090
Item 2 – Service Body	\$39,309
Outfitting	\$3,000
HST non-rebateable (1.76%)	\$1,978
<b>Total</b>	<b>\$114,377</b>
Approved allocation in 2022 (including outfitting)	\$90,000
<b>Allocation deficit</b>	<b>\$24,377</b>

Purchase of the water service vehicle will be funded from the Town's Fleet Lifecycle Reserve. The submitted costs are above the estimated and approved allocation.

Administration recommends the allocation deficit be funded through the Fleet Lifecycle Reserve and going forward will adjust estimated values for vehicle replacements to reflect the current market conditions.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Kirby McArdle, P.Eng.  
Manager Public Works & Transportation

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-089**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Matassa Incorporated for the drainage repair and improvements to the Curtis Drain.

**Whereas** Matassa Incorporated was awarded the tender for the drainage repair and improvements to the Curtis Drain;

**And Whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Matassa Incorporated, for the drainage works to the Curtis Drain;

**And Whereas** under Section 5 of the *Municipal Act 2001*, S.O. 2001 c.M.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 Matassa Incorporated, dated the 13<sup>th</sup> day of December, 2022, a copy of which Agreement is attached hereto and forms part of the 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 13th day of December, 2022.

---

Gary McNamara, Mayor

---

Jennifer Alexander, Acting Clerk

**FORM OF AGREEMENT  
FOR  
Curtis Drain  
IN THE TOWN OF TECUMSEH**

**THIS AGREEMENT** made (in triplicate) this 25 day of NOVEMBER, 2022

BETWEEN:

**THE CORPORATION OF THE TOWN OF TECUMSEH**  
Hereinafter called the "OWNER"

Of the First Part;

-and-

**Matassa Incorporated**  
Hereinafter called the "CONTRACTOR"

Of the Second Part.

**WHEREAS** the tender of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by The Corporation of the Town of Tecumseh on the **13<sup>th</sup> of December 2022**

**THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender submission dated the **17<sup>th</sup> of November 2022** and the tender contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by R. Dobbin Engineering Inc. all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the price or sum of **\$878,575.00** (H.S.T. Included)



1. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified in the said tender.
2. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said work by the Contractor, its servants, agents or employees.
3. The Contractor further covenants and agrees to furnish in accordance with the above specifications either: a Performance and Maintenance Bond, certified cheque, or irrevocable letter of credit, satisfactory to the Treasurer of the Corporation of the Town of Tecumseh in the amount of 100% of the contract, guaranteeing the faithful performance of the said work, in accordance with the terms of this Agreement.
4. It is understood and agreed that the Contractor will not commence or proceed with the construction work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing so to do.
5. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
6. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

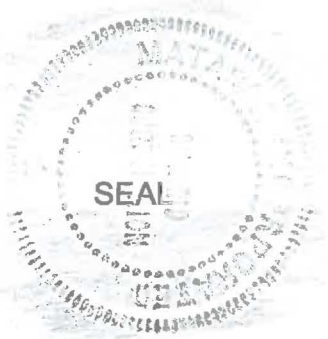
**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

SEAL


Per: \_\_\_\_\_  
Gary McNamara, Mayor

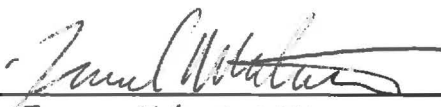
Per: \_\_\_\_\_  
Jennifer Alexander, Acting Clerk

\_\_\_\_\_  
Date



**Matassa Incorporated**

  
\_\_\_\_\_  
Witness\*

Per:   
\_\_\_\_\_  
FRANK MATASSA

\_\_\_\_\_  
Witness\*

Per: \_\_\_\_\_

\*Not necessary if Corporate Seal affixed

We / I have the authority to bind the Corporation

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-090**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Rudak Excavating Inc for the improvements to the Lesperance Road and VIA Rail At-Grade Crossing

**Whereas** Rudak Excavating Inc, was awarded the tender for the improvement to the Lesperance Road and VIA Rail At-Grade Crossing;

**And whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Rudak Excavating Inc. for the improvement to the Lesperance Road and VIA Rail At Grade Crossing;

**And whereas** under Section 5 of the *Municipal Act 2001*, S.O. 2001 c.M.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 Rudak Excavating Inc. dated the 13<sup>th</sup> day of December, 2022, 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 22nd day of December, 2022.

---

Gary McNamara, Mayor

---

Jennifer Alexander, Acting Clerk

**FORM OF AGREEMENT**

**FOR**

**RE-TENDER FOR LESPERANCE ROAD AND VIA RAIL  
AT-GRADE CROSSING IMPROVEMENTS**

**THIS AGREEMENT** made (in triplicate) this 13<sup>th</sup> day of December A.D. 2022

**BETWEEN:**

**CORPORATION OF THE TOWN OF TECUMSEH**  
hereinafter called the "OWNER"

Of the First Part;

- and -

**RUDAK EXCAVATING INC.**  
hereinafter called the "CONTRACTOR"

Of the Second Part.

WHEREAS the tender of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by the Corporation of the Town of Tecumseh on the 13<sup>th</sup> day of December 2022.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender dated the 17<sup>th</sup> day of November 2022 and the contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by DILLON CONSULTING LIMITED AND DIALOG all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the Re-Tender for Lesperance Road and VIA Rail At-Grade Crossing Improvements and for the price or sum of TWO MILLION, NINE HUNDRED AND SIXTY ONE THOUSAND, TWO HUNDRED AND NINETEEN THOUSAND DOLLARS AND FORTY-EIGHT CENTS (H.S.T. Included) (\$2,961,219.48).

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner within the period of time specified in the said tender.

3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said work by the Contractor, its servants, agents or employees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement.

4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond and a Labour and Material Payment Bond each in the amount equivalent to one hundred percent (100%) of the Total Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said work, in accordance with the terms of this agreement.

5. It is understood and agreed that the Contractor will not commence or proceed with the construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.

7. This agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

*OWNER'S SEAL*

**CORPORATION OF THE TOWN OF TECUMSEH**

Owner

\_\_\_\_\_  
GARY MCNAMARA, MAYOR

\_\_\_\_\_  
JENNIFER ALEXANDER, ACTING CLERK

\_\_\_\_\_  
Date

*CONTRACTOR'S SEAL*

**RUDAK EXCAVATING INC.**

Contractor

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**P.O. Box 10, South Woodslee, Ontario N0R 1V0**

Contractor's Address



# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-091**

Being an By-law to authorize the Execution of a Collaborative Work Agreement with the Corporation of the Town of Tecumseh and VIA Rail Canada Inc

**Whereas** The Corporation of the Town of Tecumseh (Town) is desirous of entering into a Collaborative Work Agreement (Agreement) with VIA Rail Canada Inc., for the construction works to be completed at the VIA Rail Crossing at Lesperance Road;

**And whereas** under Section 5 of *the Municipal Act 2001, S.O. 2001 c.M.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 VIA Rail Canada, dated the 13<sup>th</sup> day of December, 2022, a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement
2. **Read** a first, second, third time and finally passed this 13th day of December, 2022.

---

Gary McNamara, Mayor

---

Jennifer Alexander, Acting Clerk

## COLLABORATIVE WORK AGREEMENT

**BETWEEN:**

**CORPORATION OF THE TOWN OF TECUMSEH**  
917 Lesperance Road, Tecumseh, Ontario, N8B 1W9

(hereinafter called "**Tecumseh**")

**AND:**

**VIA RAIL CANADA INC.**  
3, Place Ville-Marie, Suite 500, Montréal, Québec, H3B 2C9

(hereinafter called "**VIA**")

(individually a "**Party**" and collectively, the "**Parties**").

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Definitions

- (a) In this Agreement, the following capitalized terms shall have the meaning ascribed as follows:
  - (i) "**Attorney Fees**" shall include, without limitation, attorneys' costs and fees, of whatever nature, reasonably incurred in the context of (1) a judicial action (judicial and extra judicial costs and fees); and/or (2) a dispute arising from an enforcement or interpretation of this Agreement or any other circumstances directly or indirectly related to the performance or non-performance of this Agreement.
  - (ii) "**Claims**" shall, in particular, include all claims, costs, charges, losses, liabilities, damages, demands, legal actions, Attorney Fees and expenses from whatever nature, source and kind in any manner. "Claims" shall also include any awards made against VIA and its Representatives under any statute for the protection of workmen.
  - (iii) "**Project**" means the Lesperance Road and VIA Grade Crossing Improvements project within the VIA Right-of Way (ROW) limits at or in the vicinity of 99.31 Chatham Subdivision;
  - (iv) "**Representatives**" includes collectively and individually, a Party's directors, officers, shareholders, employees, mandataries, agents, servants, representatives, contractors, subcontractors, consultants and those for whom such Party is in law responsible;
  - (v) "**Work**" means the work to be carried out by the Parties for the Project, as described in Schedule A attached hereto.

#### 2. Term

- (a) This Agreement shall commence upon signature of this Agreement by both Parties ("**Effective Date**") and shall end upon completion of the Work, which the Parties estimate to be December 31, 2023.

- (b) Should either Party breach any of its obligations under this Agreement, the other Party shall have the right to terminate this Agreement upon seven (7) days written notice in the event a default continues for seven (7) days after the non-defaulting Party has given written notice of such default.

### 3. **Work**

- (a) The Parties agree to carry out the Work in accordance with the roles and responsibilities set out in Schedule “A”.
- (b) Tecumseh shall carry out its portion of the Work in accordance with plans preapproved in writing by VIA, and in accordance with VIA’s requirements respecting safe railway operations. No Work shall proceed until this Agreement has been signed and the plans approved by VIA. All drawings must be signed and sealed by a professional competent in the province where the Work will be executed. All federal regulations compliance must be clearly marked in the foot note of the drawings.
- (c) Tecumseh shall assign duly qualified personnel to perform its portion of the Work and shall co-operate with VIA or any other legislative authority to ensure that all work is performed in accordance with all applicable regulations and by-laws and that all permits and authorizations are obtained by Tecumseh. Tecumseh shall be responsible to pay for all charges imposed by such regulations and by-laws. Tecumseh shall also provide VIA with a road closure plan.
- (d) Notwithstanding the expiration or termination of this Agreement, Tecumseh agrees that any and all maintenance of the Work following its completion shall be Tecumseh’s sole and exclusive responsibility.

### 4. **Project Costs**

- (a) The Parties agree that all costs incurred to complete the Work shall be borne exclusively by Tecumseh, except as expressly provided in paragraph (b) of this Section 4. Without limiting the generality of the foregoing, Tecumseh shall bear all the costs incurred for Tecumseh’s entire surfacing of the approach at the crossing (for clarity, outside the range of 18 inches from the railway track measured in a straight perpendicular line). The party shall endeavor to have such costs funded in part through the RSIP Funding. In addition, Tecumseh shall bear all the costs incurred for the VIA’s West signal relocation, which is estimated at \$15,000.00 including labor, equipment and material if required.
- (b) In addition, each party shall bear fifty percent (50%) of the costs for VIA’s replacement/relaying of the tracks (for clarity, within the range of 18 inches from the railway track measured in a straight perpendicular line), which cost shall not exceed \$160,000.00 (i.e. 80 feet at \$2,000.00/foot installed).
- (c) Any amount owed by either Party to the other Party pursuant to this Agreement shall be payable within thirty (30) days following the first Party’s receipt of an invoice from the other Party.

5. **Audit Rights**

Each Party shall maintain proper books and records, in accordance with generally accepted accounting principles, and in such detail as is necessary for proper financial management. Each Party shall have the right to audit the actual direct costs charged to such Party at all reasonable times during the term of this Agreement and for a period of one (1) year thereafter. All audit related costs shall be borne by the Party seeking the right to audit.

6. **Force Majeure**

If either Party is prevented from carrying out any of its obligations hereunder by any event of force majeure, then any scheduled time for performance shall be extended for so long as such event of force majeure continues to prevent the performance of such obligations. Any Party prevented from carrying out any obligations by reason of an event of force majeure shall promptly give the other Party notice of the event of force majeure, including full particulars in respect thereof.

7. **Confidentiality**

- (a) Tecumseh and its Representatives shall maintain confidential all information pertaining to VIA and this Agreement acquired before, during and after the term of this Agreement, and all reports, specifications, drawings and other documentation produced hereunder, and shall not disclose or use same for any purposes other than for the performance of the obligations of this Agreement.
- (b) Tecumseh agrees to comply with all applicable federal and provincial laws relative to the protection of personal information with respect to this Agreement. VIA reserves its right to visit Tecumseh to evaluate and verify Tecumseh's compliance with any applicable federal and provincial law relative to the protection of personal information.
- (c) This Agreement and the information contained herein are confidential, subject to the provisions of the *Access to Information Act*, R.S.C. (1985), c. A-1 and the *Privacy Act*, R.S.C. (1985), c. P-21.
- (d) The provisions of this Section 8 shall survive the expiration or any termination of this Agreement.

8. **Compliance with Laws**

Each Party and its Representatives shall comply with all applicable laws, including environmental laws and the *Railway Safety Act* as well as all federal regulatory requirements and acknowledge having received a copy of the General Safety Rules and agree to fully abide by them. Tecumseh and its Representatives shall exercise caution at all times when near railway tracks or corridor or in the vicinity of an active railway track, or performing work near railway tracks or corridor or in the vicinity of an active railway track, and remain alert to the approach of trains, engines or cars, or other railway equipment from either direction and at any times.

The Work shall be carried out and at all times and maintained in accordance with the *Railway Safety Act*, R.S.C. 1985, c. 32 (4th Supp.) and all rules, requirements, regulations, directives, orders or plans adopted or approved by the Canadian Transportation Agency, Transport Canada, or any predecessor or successor governmental agency or body whose rules, requirements, regulations, directives or plans may have effect on the Work. Tecumseh agrees to observe and perform (and have its Representatives observe and perform) all the terms and conditions of the said rules, requirements, regulations, directives, orders or plans.

9. **Expulsion in the Event of Violation**

Tecumseh and its Representatives acknowledge that should they neglect, fail or refuse to abide fully with the stipulations, terms and conditions of this Agreement, they may be expelled from VIA's property, until such time that the matter has been resolved by VIA at its full satisfaction.

10. **Safety and Caution near Tracks**

- (a) No person shall, without lawful excuse, enter on land on which a line work is situated.
- (b) Tecumseh and its Representatives must keep the railway line clear and shall not place any material or equipment on railway tracks.
- (c) Tecumseh and its Representatives shall not, at any time and in any way, obstruct or impede the operation, the maintenance or the enjoyment of VIA's property by VIA and its Representatives or foul the track with equipment and shall act with care and diligence at all times. If VIA deems, without restriction, that the Works being undertaken or the method used to undertake the Works will impede VIA in any way, VIA may order the Works stopped, recommend a different methodology, require that adequate protective measures be taken and generally impose any measures or any combination of measures that VIA may deem necessary under the circumstances. Tecumseh shall comply with the requirement of this Section, at its risk and expense and without recourse against VIA.
- (d) Tecumseh and its Representatives shall take all necessary measures with respect to safety and fire protection.
- (e) If applicable, Tecumseh and its Representatives shall, prior to the commencement of the Work, ensure that all employees and subcontractors who will be performing the Works participate in a compulsory safety briefing and information session, and shall complete VIA Online Safety Test ([www.erailsafe.com/canada](http://www.erailsafe.com/canada)). VIA shall have the right to verify compliance to the safety rules.

11. **Contractual Liability and Indemnification**

- (a) Tecumseh and its Representatives shall fully indemnify and save harmless VIA and its Representatives, and shall furthermore act as warrantor and take up VIA and its Representatives' defence to answer for all financial consequences for all Claims, including those for bodily injuries, death and any Claims of third parties, of whatever source, nature and kind in any manner, howsoever arising with respect to Tecumseh and its Representatives' obligations under the Agreement provided that Tecumseh may assert any valid defense against a third party Claim and Tecumseh is not a warrantor with respect to the negligent acts or omissions of VIA and its Representatives where Tecumseh has duly performed its obligations under the Agreement.
- (b) Tecumseh and its Representatives are liable for any material loss resulting from their actions, omissions, fault and negligence.
- (c) Tecumseh and its Representatives shall waive all Claims they may have against VIA and its Representatives arising out of an accident or otherwise, resulting from VIA and its Representatives' operations, ownership, use or possession of any property, or any person under VIA and its Representatives' control, provided the claim does not arise from VIA and its Representatives' wilfully reckless act or act of gross negligence.

- (d) Tecumseh agrees to obtain a waiver of liability from its Representatives. Such waiver and indemnity shall apply notwithstanding the failure by Tecumseh to obtain any written and signed waivers from its Representatives. Tecumseh and its Representatives further agree to pay compensation for any damage caused by Tecumseh and its Representatives to the property of VIA and its Representatives or a third party, and to indemnify VIA and its Representatives against any Claim that a third party may present to it regarding damage so caused to its property or injury (including death) arising out of the use of VIA's property.
- (e) Tecumseh and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by VIA and its Representatives, the imposition of any liability on VIA and its Representatives without VIA's prior and express written consent. VIA and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by Tecumseh and its Representatives, the imposition of any liability on Tecumseh and its Representatives without Tecumseh's prior and express written consent.

12. **Insurance**

- (a) Upon the signing of this Agreement and without restricting the generality of Section 11, Tecumseh and its Representatives shall obtain and maintain for the term of this Agreement the following insurance policies:

***Commercial General Liability Insurance*** preferably an "occurrence" form, covering the liability of Tecumseh and its Representatives, for bodily injury, including death, and damage to property for a minimum amount of ten million dollars (\$10,000,000.00) per occurrence. The insurance policy shall include VIA as an additional insured and shall provide for the following coverage: contractual liability, cross liability, contingent liability, liability arising out of the ownership, use and operation of passenger railway equipment and non-owner automobile insurance.

***Automobile Insurance*** covering Tecumseh and its Representatives' liability for any bodily injury, including death, caused by or arising out of or attributable to the vehicles, owned, rented or leased by Tecumseh and its Representatives for a minimum amount of ten million dollars (\$10,000,000.00) per event.

- (b) The policies mentioned above must include a rider specifying an obligation to serve VIA sixty (60) day written notice of any important modification or any termination of coverage. The automobile insurance shall have a standard thirty (30) day written notice.
- (c) Prior to the commencement of this Agreement, Tecumseh shall provide VIA with insurance certificates issued naming VIA as additional insured, dated and signed by an authorized representative of Tecumseh's insurers and evidencing all insurance requirements mentioned above including, if applicable. Notwithstanding the above, VIA reserves the right to ask for a certified copy of one or more insurance policy mentioned under this Section and Tecumseh hereby agree to provide such copy within thirty (30) days of VIA's request.
- (d) New insurance certificates evidencing renewal of the required insurance policies shall be submitted to VIA within thirty (30) days after renewal.
- (e) If Tecumseh fails to obtain or maintain in force the insurance policies provided for under this Section, VIA has the right to obtain such policies of its own initiative and provide proof to

Tecumseh, who shall then pay the associate cost upon VIA's request, or agree to let VIA deduct these cost from any amount owing.

(f) The parties agree that VIA's silence following:

- (1) Tecumseh's failure to comply with this Section or any of its subsections, whether or not VIA is aware of such failure; or
- (2) Tecumseh's issuance of an insurance certificate or a policy that fails to comply with the requirements contained in this Agreement,

does not exonerate Tecumseh from these failures, nor does it constitute a waiver of Tecumseh's obligations by VIA.

- (g) The acquisition and maintenance of the above insurance by Tecumseh and its Representatives shall in no manner be construed as to restrict or waive the liabilities, responsibilities or obligations of Tecumseh and its Representatives under this Agreement.
- (h) With regard to this Agreement, any failure by Tecumseh to comply with the obligations provided for under this Section, or any of its subsections, shall be deemed to be a material and substantial breach of this Agreement. In such circumstances, VIA may withhold all sums and payments owed to Tecumseh, in addition to all rights stipulated by law or by this Agreement, until such failure has been corrected by Tecumseh.

13. **Nature of Relationship**

The Parties acknowledge that Tecumseh is an independent contractor and neither it nor any employee or contractor hired or engaged by it are employees of VIA. VIA and Tecumseh agree that no representations shall be made or act undertaken by either of them which could establish or imply any apparent relationship of agency, partnership or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties, representations or actions of the other party to such effect.

14. **Successors and Assigns**

This Agreement shall not be assignable in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and shall be binding upon and ensure to the benefit of the Parties, their respective successors and permitted assigns.

15. **Notice**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof (hereinafter in this Paragraph called a "Notice") to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by email to such Party addressed:

- (a) Tecumseh Notice  
in the case of a notice to Tecumseh at:

917 Lesperance Road, Tecumseh, Ontario, N8B 1W9

Attention: Kirby McArdle, Manager, Public Works and Transportation

With a second copy to

Attention: Jennifer Alexander, Acting Clerk

- (b) VIA Notice  
in the case of a notice to VIA at:

VIA Rail Canada Inc.  
3 Place Ville Marie, Suite 500  
Montreal, Quebec H3B 2C9

Attention: Paul Charbachi, Senior Engineer, Infrastructure

or at such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Section. Any notice delivered to the Party to whom it is addressed hereinbefore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day, then the notice shall be deemed to have been given and received on the business day next following such day.

16. **Full and Entire Agreement**

The Parties acknowledge that this Agreement faithfully constitutes the expression of their will and their common intention and is, therefore, the complete and entire agreement between the parties.

17. **Applicable Laws**

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein, without giving effect to any choice or conflict of law, rules and other provisions (whether in this province or in any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of this province. The parties elect domicile in the judicial district of Ottawa, in the Province of Ontario.

18. **Counterparts**

This Agreement may be executed in electronic format in one or more counterparts, including counterparts transmitted by email each of which, taken together, shall be deemed an original, and all of which together shall constitute one and the same Agreement.

It is upon the express wish and agreement of the parties that this Agreement is written in the English language. *Cette entente est rédigée dans la langue anglaise selon la volonté et l'entente expresses des parties.*

We have understood, consented to and signed this Agreement.



**CORPORATION OF THE TOWN OF TECUMSEH**

Per: \_\_\_\_\_  
Gary McNamara  
Mayor

Per: \_\_\_\_\_  
Jennifer Alexander  
Acting Clerk

**VIA RAIL CANADA INC.**

Per: \_\_\_\_\_  
Yannick Warin,  
Director, Infrastructure and Bridges

## **SCHEDULE “A”**

### **SCOPE OF WORK**

#### **1. Description of Work**

- Full depth road reconstruction of the rail approach including revising the existing road grades to meet the required maximum approach gradient outlined within the Transport Canada Grade Crossing Standards;
- Relocation of the existing rail signal north of the rail, west of Lesperance Road, to accommodate minimum design requirements of the Transport Canada Grade Crossing Standards (Construction to be done by VIA.)
- Installation of 2.0m wide asphalt sidewalks on both sides of the rail crossing with appropriate spacing from existing rail signals, separated from the road surface by an asphalt buffer zone;
- Repainting of all pavement markings and placement of regulatory signs to meet the standards outlined in Figure 3-1 in the Manual of Uniform Traffic Control Devices for Canada; and
- Hydro excavation of existing underground infrastructure to confirm location and depth. If required, cut and cap of existing abandoned watermains to accommodate proposed steel casing.

#### **2. Roles and Responsibilities**

##### Phase 1 (Design) – To December 2022.

- Tecumseh
  - i. On behalf of the Town, Dillon Consulting Limited has prepared detailed engineering drawings for the roadway improvements and other elements described above, excluding design regarding rail replacement, respiking, asphalt within the tracks, asphalt abutting the tracks., relocation of the railway signal.
- VIA
  - i. VIA has provided final review and comments for the design details on the relocation of the west signal relocation. VIA has confirmed that the east signal can remain. Detailed design of the rail signals including need to modify the signal and arms shall be done by VIA.

##### Phase 2 (Tendering) – October to December 2022.

- The Town will tender all components of the projects as noted below under the Construction phase (Phase 3) for the exception of the west Rail signal relocation.

##### Phase 3 (Construction) - (January 2023 to December 2023)

Tecumseh's general contractor will be responsible for all construction tasks with the exception of the following which shall be completed by VIA and are not part of Tecumseh's scope of work on the Project:

- Rail removal and reinstatement – Completed in September 2022;
- Relocation of the Rail Signal, West of Lesperance Road; and
- Flagging and VIA Inspection.

VIA Rail shall complete west rail signal relocation works including re-instatement of underground signal infrastructure in 2023 in coordination with the roadway works described above. The Town and General Contractor shall coordinate with VIA to schedule this work. VIA Rail shall provide the necessary forces to complete this work prior to the resurfacing of the railway crossing which is tentatively schedule for Spring/Summer 2023.

Note: Tecumseh shall comply with the Notification of Railway Works Regulations to provide notification prior to commencing works.

### **3. Additional Requirements**

- Excess Soil removed within the VIA ROW will be kept onsite and will not be exported. Completion of Excess Soil testing will not be completed within the VIA ROW.
- VIA to provide details on removing and replacing of asphalt within the VIA right-of-way and 18 inches outside the rail.
- VIA will coordinate with the property owner of 12300 Tecumseh Road on the closure of the driveway within the ROW and/or encroachments associated with that property.
- Provisions to allow wiring and communication fiber pulling during future phases of the Tecumseh Road CIP (Community Improvement Plan) Main Street Improvements project.
- Tecumseh's fire hydrant located east of Lesperance Road, south of the rail, may continue in its present location and need not be relocated (except in the event of a railway expansion).

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-092**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Essex County K9 Services for animal control services for the period January 1, 2023 to December 31, 2025.

**Whereas** Essex County K9 Services was awarded the tender for Animal Control Services for Dog Control in the Town of Tecumseh;

**And whereas** the Town is desirous of entering into an Agreement for the provision of animal control services for the period January 1, 2023 to December 31, 2025.

**And Whereas** Essex County K9 Services (Dog Controller) has agreed to provide animal control services to the Town on the terms and conditions set forth in the attached agreement.

**And Whereas** pursuant to the *Municipal Act 2001*, S.O. c.25 the powers of the municipality shall be exercised by by-law.

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

1. **That** the Mayor and Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute the Agreement, dated the 1st day of January, 2023, between The Corporation of the Town of Tecumseh and Essex County K9 Services, 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 full force and take effect on the 1st day of January, 2023.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

---

Jennifer Alexander, Acting Clerk

**THIS AGREEMENT** made as of the 1st day of January, 2023.

Between

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

Of The First Part

-and -

Essex County K9 Services  
(hereinafter called the "Dog Controller")

Of The Second Part

**Whereas** the Town is desirous of entering into an Agreement for the provision of dog control services;

**And Whereas** the Dog Controller has agreed to provide dog control services to the Town on the terms and conditions hereinafter set forth;

**Now This Agreement Witnesseth** that in consideration of two dollars (\$2.00), the covenants and agreement hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the Parties hereto hereby undertake and agree as follows:

### **Term & Recitals**

1. This Agreement shall be in effect for a period of three (3) years, commencing on the 1st day of January 2023, through to and including the 31st day of December, 2025 , or any extension thereof (the "Term"). Notwithstanding the aforementioned, the Town may terminate this Agreement at any time upon providing sixty (60) days' written notice to the Dog Controller.
2. Each party represents and warrants to the other Party that the recitals to this agreement insofar as they relate to the party, are true and correct.

### **Dog Controller Services**

3. The Dog Controller undertakes and agrees to:

- a) Accept responsibility for, and to perform such duties and exercise such powers under certain provisions of By-law No. 2003-91, as may be amended or replaced from time to time, respecting the regulation of dogs within the geographic municipal limits of the Town, and to perform such other duties as may from time to time be assigned or vested in the Dog Controller by the Town respecting dog control;
- b) Provide suitable and safe truck and/or van vehicles, which: (i) have passed motor vehicle safety and structural inspections to certify that the vehicles meet minimum safety requirements; ; (ii) are in good condition and repair; and (iii) are clearly marked with the Dog Controller's business name or otherwise with words which ensure members of the public can readily identify the vehicle as being used for the provision of dog control services for the Town ;
- c) Provide proper and humane equipment and tools for the capturing and holding of captured dogs, pending their delivery to the Lakeshore Dog Pound Facility;
- d) Make reasonable efforts to reunite Stray Dogs (as defined below) with their owners;
- e) Be responsible for providing all gasoline, oil, repair and maintenance required for the vehicle(s) referred to in paragraph 3.b) at the Dog Controller's sole and exclusive expense;
- f) Provide copies of the vehicle registration and insurance coverage to the Town for the vehicles referred to in paragraph 3. b) upon execution of this agreement and otherwise within forty eight (48) hours following the Town's request for same.;
- g) To provide direct telephone and answering services by which the Dog Controller can be accessed 24 hours daily, seven (7) days a week;
- h) Employ a high standard of public relations and communication when communicating with the Town and members of the public;
- i) Respond directly and provide service to the Town on an on-call basis throughout the Term of the Agreement. Incoming calls from the Town and members of the public shall be responded to within a 30- minute period;
- j) Respond to Emergency Calls on a 24-hour basis. An "Emergency Call" shall be defined as follows:
  - i) Calls relating to any Stray Dogs (as defined below) who are reported as being sick or injured; or

- ii) Calls relating to all stray dogs that have been contained by a citizen or citizens as a result of the said dog or dogs being found wandering without an owner ("Stray Dog" or "Stray Dogs"), or
- iii) Calls reporting any Stray Dog as being a danger to the public;
- k) Be responsible for delivering Stray Dogs to the Lakeshore Dog Pound Facility when they are found or reported as wandering without an owner in the municipal boundaries of the Town of Tecumseh. For purposes of this agreement delivering dogs to the Lakeshore Dog Pound Facility shall require the Dog Controller to impound the animal at the said facility;
- l) Deliver all injured and/or sick dogs to a local veterinary clinic approved by the Town in writing for purposes of receiving care. When the animal is released from the care of said veterinary clinic it shall be delivered to the Lakeshore Dog Pound Facility by the Dog Controller;
- m) Deliver all Stray Dogs captured by the Dog Controller who are not deemed sick or injured by the Dog Controller (who shall act reasonably in making such a determination) directly to the Lakeshore Dog Pound Facility;
- n) Prepare and furnish statistical and monthly written reports respecting occurrences and other information as may be required by the Town;
- o) Issue warnings and tickets to persons contravening the provisions of the Town's By-laws which regulate dogs;
- p) Inspect properties for the issuance of Kennel Licenses in accordance with the Town's By-laws concerning the same or otherwise as directed by the Town;
- q) Monitor and patrol Town Parks for the purposes of maintaining the provisions of the Town's By-laws which regulate dogs (including, but not limited to, Stray Dogs);
- r) Provide a current and accurate list of all staff employed by the Dog Controller who shall deliver the services contemplated hereunder (including, but not limited to, those who shall provide the services for temporary periods during vacation time, holidays, weekends or otherwise) to the Town on a regular basis and otherwise upon request of the Town;
- s) Provide appropriately labeled clothing and shall at all times wear said clothing identifying him/her as a "Dog Control Officer". Said clothing shall be clean and presentable;

### **Dog Controller Insurance**

4. The Dog Controller shall provide to the Town evidence of:
  - a) Commercial General Liability insurance including the Town as an Additional Insured, with limits of not less than Two Million (\$2,000,000) Dollars, per occurrence applying to all operations of the Dog Controller and which shall include bodily injury liability, personal injury liability, contractual liability, death and damage to property, including loss of use. Such policy shall be written on a comprehensive basis. The form of this insurance shall in all respects be satisfactory to the Town as evidenced by the Town in writing and shall be maintained continuously from the commencement of this Agreement.
  - b) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than Two Million (\$2,000,000) Dollars, per occurrence for bodily injury, death and damage to property and Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Dog Controller.
  - c) The above policies shall be endorsed to provide the Town with not less than 30- days written notice in advance of any cancellation, change or amendment restricting coverage.

### **Indemnification Of Town**

5. The Dog Controller shall provide evidence of compliance with all requirements of the *Workplace Safety and Insurance Act* and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of this Agreement and a further certificate issued prior to the payment of the final balance due to the Dog Controller.
6. The Dog Controller shall indemnify and hold harmless the Town, it's officers, council members, partners, agents and employees from and against all action, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town and against all loss, liability judgments, claims, suits, demands of expenses which the Town may sustain, suffer or be put to resulting from or arising directly or indirectly out of the actions of the Dog Controller or its , agents, officials, directors, officers, employees , assigns and anyone for whom it is at law responsible, including, but not limited to, its failure to exercise reasonable care, skill or diligence or its omissions in the performance or rendering of any work or service contemplated hereunder to be performed



or rendered by the Dog Controller, its agents, officials, directors, officers, employees, assigns and anyone for whom it is at law responsible, anything in this agreement to the contrary notwithstanding.

7. The Dog Controller shall be, or shall become, familiar with and abide by or otherwise comply with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Dog Controller's responsibility to comply with:
  - a) Environmental Protection Act and Regulations;
  - b) Workplace Safety and Insurance Act;
  - c) Occupational Health and Safety Act;
  - d) Ontario Human Rights Act'
  - e) Safety or other Policies established by the Town;
  - f) Construction Lien Act and regulations; and
  - g) Ministry of Transportation Regulations including the Commercial Vehicle Operating Regulations.
8. The Dog Controller shall indemnify and hold harmless the Town and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.
9. The Dog Controller shall comply with all applicable municipal, provincial and federal laws, regulations and guidelines pertaining to the Dog Controller's services provided herein to the Town including, but not limited to, all labour, police, health, environmental, public health and sanitation laws, ordinances and regulations imposed by public bodies having jurisdiction over such matters.
10. Safety and First Aid: The Dog Controller shall provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*.
11. In the event of a site visit from the Ministry of Labour and in the event any person or persons from the Ministry of Labour gives written warning regarding any contravention to the *Health and Safety Act* to the Dog Controller (or to its agents, officials, directors, officers, employees, assigns and anyone for whom it

is at law responsible), the Dog Controller shall provide a written copy of such written warning to the Town within 24 hours of receipt of same.

12. The Dog Controller shall ensure that all its employees, agents, volunteers, or others for whom the Dog Controller 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"). The Dog Controller shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Dog Controller shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require the Dog Controller to amend its training policies to meet the requirements of the Act and the Regulation.
13. All such indemnifications hereunder (including, but not limited to, paragraphs 5 to 12 both inclusive) in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the Term of the agreement shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

## **Fees**

14. The Town hereby undertakes and agrees, in return for the satisfactory performance of the matters referred to above, to compensate the Dog Controller at the monthly rate of \$991.67 plus HST, payable at the end of the duties for the then current month. If the Dog Controller's services shall commence upon a day other than the first of the month or end on a day other than the last of the month then the Town shall pay a portion of the fixed monthly rate described herein prorated on a per diem basis with respect to a period of 30.4 days.

## **Assignment**

15. The Dog Controller shall not assign or transfer this Agreement without the prior written consent of the Town, which consent may be unreasonably withheld.

### **Extension of Term**

16. Provided the Dog Controller shall not be in default of performance of any of the provisions hereunder, the Parties may by mutual agreement in writing extend the Term of this agreement for an additional two (2) years provided the parties have done so at least six (6) months before the expiration of the then current Term. The terms and conditions of such extension shall be the same as those contained in this agreement.

### **Notice Provisions**

17. Any notice, request or demand given under this Agreement shall be sufficiently given if delivered personally or mailed by prepaid registered mail to the Parties at their designated addresses hereinafter set out or to such other respective addresses designated by a party on written notice given to the other party in accordance hereunder:

Town	Director Legislative Services & Clerk The Corporation of the Town of Tecumseh 917 Lesperance Road Tecumseh, Ontario NBN 1W9
Dog Controller	Essex County K9 Services 78 Division Road North, RR3 Cottam, ON N0R 1B0

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. "Business Day" means Monday through Friday from 9am to 5pm local time in Tecumseh, Ontario, and excludes weekends and public holidays.

### **Time of the Essence**

18. Time is of the essence in this agreement.

### **Applicable Law**

19. This agreement shall be governed in all regards by the laws of the Province of Ontario and parties hereto shall attorn to the courts in the City of Windsor.

### **Enurement**

20. This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties and their respective administrators and their organizational successors and assigns.

### **Waiver**

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

### **Severability**

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

### **Entire Agreement**

23. 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.

### **Execution in Counterpart**

24. This Agreement may be executed in counterparts by Telefax, e-mail, electronically scanned copy **or** similar system reproducing the original with necessary signatures and initials, each of which so executed shall be deemed to be an original, such counterparts together shall constitute on and the same instrument and shall be binding on all parties hereto.

**IN WITNESS WHEREOF** the parties hereto have hereunder set their hands and seals by the hands of their proper signing Officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Signed, Sealed and Delivered**  
In the presence of

**The Corporation of The Town of Tecumseh**

By:

\_\_\_\_\_  
Name: Gary McNamara  
Title: Mayor

\_\_\_\_\_  
Name: Jennifer Alexander  
Title: Acting Clerk

**Dog Controller**  
By

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Name: Essex County K9 Services

# The Corporation of the Town of Tecumseh

## By-Law Number 2022 - 093

A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the Dawson Drain (Revenberg Drain)

**Whereas** By-Law 2021-015 was passed by The Corporation of the Town of Tecumseh to authorize the construction, repair and/or improvement of the Dawson Drain (Revenberg Drain) on May 25, 2021;

**And Whereas** such construction, repair and/or improvement have been completed and the actual costs of construction, repair and/or improvement vary from the estimate previously adopted.

**And Whereas** under the provisions of the *Drainage Act*, R.S.O., 1990, Chap. D.17, Section 62(1), the Council of The Corporation of the Town of Tecumseh shall apply every surplus or deficiency proportionately according to the assessment schedules and the rates imposed by it for the said drainage works.

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

1. **That** the Treasurer for The Corporation of the Town of Tecumseh, is hereby authorized to levy and collect upon such lands as described in the drainage by-laws for the following drains in accordance with the attached amended amounts which reflect actual costs, such rates to be levied and collected in the same manner as taxes.
2. **That** the actual amounts attached in [Appendix A](#) for the Dawson Drain (Revenberg Drain) form part of this by-law.

This By-law shall come into full force and effect upon the final passing thereof.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

**Appendix A – Complete Capital – 2022 Taxes**

<b>Original By-Law No.</b>	<b>Name of Drain</b>	<b>Engineer's Estimate</b>	<b>Total Project Cost</b>	<b>Pro-Rateable Cost</b>	<b>Non-Pro-Rateable Cost</b>	<b>OMAFRA Grant</b>
2021-15	Dawson Drain – Revenberg Culvert	\$14,200	\$10,680.46	\$10,680.46	\$0	\$0

# The Corporation of the Town of Tecumseh

## By-Law Number 2022 - 094

A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the South Talbot Holden Outlet Drain. (County Road 11 and South Talbot Road Intersection),

**Whereas** By-Law 2021-042 was passed by The Corporation of the Town of Tecumseh to authorize the construction, repair and/or improvement of South Talbot Holden Outlet Drain (County Road 11 & South Talbot Road Intersection) on 14<sup>th</sup> of September 2021,

**And Whereas** such construction, repair and/or improvement have been completed and the actual costs of construction, repair and/or improvement vary from the estimate previously adopted.

**And Whereas** under the provisions of the *Drainage Act*, R.S.O., 1990, Chap. D.17, Section 62(1), the Council of The Corporation of the Town of Tecumseh shall apply every surplus or deficiency proportionately according to the assessment schedules and the rates imposed by it for the said drainage works.

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

1. **That** the Treasurer for The Corporation of the Town of Tecumseh, is hereby authorized to levy and collect upon such lands as described in the drainage by-laws for the following drains in accordance with the attached amended amounts which reflect actual costs, such rates to be levied and collected in the same manner as taxes.
2. **That** the actual amounts attached in [Appendix A](#) for the South Talbot Holden Outlet Drain. (County Road 11 and South Talbot Road Intersection), form part of this by-law.

This By-law shall come into full force and effect upon the final passing thereof.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk



### Appendix A – Complete Capital – 2022 Taxes

Original By-Law No.	Name of Drain	Engineer's Estimate	Total Project Cost	Pro-Rateable Cost	Non-Pro-Rateable Cost	OMAFRA Grant
2021-42	South Talbot Holden Outlet Branch Drain – County Intersection	\$210,050	\$23,550.80*	\$23,550.80	\$0	\$0

\* The actual project costs were substantially lower due to the works being incorporated as part of the County of Essex's County Road 11 and South Talbot Road reconstruction project.

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022 - 095**

A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the South Talbot Holden Outlet Drain (Gosselin O'Neil Culvert).

**Whereas** By-Law 2019-025 was passed by The Corporation of the Town of Tecumseh to authorize the construction, repair and/or improvement of South Talbot Holden Outlet Drain (Gosselin O'Neil Culvert). on 14<sup>th</sup> of May 2019,

**And Whereas** such construction, repair and/or improvement have been completed and the actual costs of construction, repair and/or improvement vary from the estimate previously adopted;

**And Whereas** under the provisions of the *Drainage Act*, R.S.O., 1990, Chap. D.17, Section 62(1), the Council of The Corporation of the Town of Tecumseh shall apply every surplus or deficiency proportionately according to the assessment schedules and the rates imposed by it for the said drainage works.

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

1. **That** the Treasurer for The Corporation of the Town of Tecumseh, is hereby authorized to levy and collect upon such lands as described in the drainage by-laws for the following drains in accordance with the attached amended amounts which reflect actual costs, such rates to be levied and collected in the same manner as taxes.
2. **That** the actual amounts attached in [Appendix A](#) for the South Talbot Holden Outlet Drain (Gosselin O'Neil Culvert), form part of this by-law.
3. This By-law shall come into full force and effect upon the final passing thereof.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

**Appendix A – Complete Capital – 2022 Taxes**

<b>Original By-Law No.</b>	<b>Name of Drain</b>	<b>Engineer's Estimate</b>	<b>Total Project Cost</b>	<b>Pro-Rateable Cost</b>	<b>Non-Pro-Rateable Cost</b>	<b>OMAFRA Grant</b>
2019-25	South Talbot Holden Outlet Drain – Gosselin O'Neil Culvert	\$376,000	\$350,000	\$325,203.96	\$24,796.04	\$8,166.67

# The Corporation of the Town of Tecumseh

## By-Law Number 2022 - 096

A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of the East Townline Drain (St. Clair Outlet)

**Whereas** By-Law 2019-021 was passed by The Corporation of the Town of Tecumseh to authorize the construction, repair and/or improvement of East Townline Drain (St. Clair Outlet). on 25<sup>th</sup> of June 2019,

**And Whereas** such construction, repair and/or improvement have been completed and the actual costs of construction, repair and/or improvement vary from the estimate previously adopted.

**And Whereas** under the provisions of the *Drainage Act*, R.S.O., 1990, Chap. D.17, Section 62(1), the Council of The Corporation of the Town of Tecumseh shall apply every surplus or deficiency proportionately according to the assessment schedules and the rates imposed by it for the said drainage works.

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

1. **That** the Treasurer for The Corporation of the Town of Tecumseh, is hereby authorized to levy and collect upon such lands as described in the drainage by-laws for the following drains in accordance with the attached amended amounts which reflect actual costs, such rates to be levied and collected in the same manners as taxes.
2. **That** the actual amounts attached in [Appendix A](#) for the East Townline Drain-St. Clair Outlet, form part of this by-law.
3. This By-law shall come into full force and effect upon the final passing thereof.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

**Appendix A – Complete Capital – 2022 Taxes**

<b>Original By-Law No.</b>	<b>Name of Drain</b>	<b>Engineer's Estimate</b>	<b>Total Project Cost</b>	<b>Pro-Rateable Cost</b>	<b>Non-Pro-Rateable Cost</b>	<b>OMAFRA Grant</b>
2019-21	East Townline Drain (St. Clair Outlet)	\$544,638	\$410,931.93	\$397,136.44	\$13,615.49	\$110,382.85

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-097**

Being a by-law to authorize the execution of a Infrastructure Contract (Crossing and Permission to Access) Agreement between The Corporation of the Town of Tecumseh and VIA Rail Canada

**Whereas** The Corporation of the Town of Tecumseh (Town) has applied to VIA Rail Canada (VIA) for permission to construct, use and maintain a construct, two (2) 44 m long steel casings across the railway owned by VIA at Mile 99.31 on the Chatham Subdivision, located in the Town.

**And Whereas** under Section 5 of the *Municipal Act 2001*, S.O. 2001 c.M.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 Infrastructure Contact Agreement between The Corporation of the Town of Tecumseh and VIA Rail Canada, dated the 13<sup>th</sup> day of December, 2022, a copy of which Agreement is attached hereto and forms part of the 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 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk



## **INFRASTRUCTURE CONTRACT (CROSSING AND PERMISSION TO ACCESS)**

<b>VIA Contract No.</b>	38672
<b>Other Party</b>	Corporation of the Town of Tecumseh
<b>VIA Contract Administrator</b>	Paul Charbachi
<b>VIA Department</b>	VIA Infrastructure / Transportation and safety

## INFRASTRUCTURE CONTRACT (CROSSING AND PERMISSION TO ACCESS)

BETWEEN:

**VIA RAIL CANADA INC.**

3, Place Ville-Marie, Suite 500, Montréal, Québec,  
H3B 2C9

(Hereinafter “**VIA**”)

AND:

**Corporation of the Town of Tecumseh**

917 Lesperance Road, Tecumseh, Ontario, N8B 1W9

(Hereinafter the “**Applicant**”)

**THE PARTIES AGREE AS FOLLOWS:**

### **GENERAL TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

1.1 In this Contract, unless the context requires otherwise, the following terms and expressions have the meaning mentioned below:

- 1.1.1 “VIA and its Representatives” The terms “VIA and its Representatives” shall include, collectively and individually, VIA, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom VIA is in law responsible.
- 1.1.2 “Applicant and its Representatives” The terms “Applicant and its Representatives” shall include, collectively and individually, the Applicant, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom the Applicant is in law responsible.
- 1.1.3 “Claims” The term “Claims” shall, in particular, include all claims, costs, charges, losses, liabilities, damages, demands, legal actions, Attorney Fees and expenses from whatever nature, source and kind in any manner. “Claims” shall also include any awards made against VIA and its Representatives under any statute for the protection of workmen.
- 1.1.4 “Attorney Fees” The terms “Attorney Fees” shall include, without limitation, attorneys’ costs and fees, of whatever nature, reasonably incurred in the context of:

VIA	Applicant
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- (i) a judicial action (judicial and extra judicial costs and fees); and/or
- (ii) a dispute arising from an enforcement or interpretation of this Contract or any other circumstances directly or indirectly related to the performance or non-performance of this Contract.

1.1.5 “Extrinsic Elements” The term “Extrinsic Elements” shall include any document or information, whether written or oral, regardless of the nature of the medium, with the exception of the information and documents specifically mentioned in this Contract. For example, an Extrinsic Element shall include any negotiation, correspondence, draft contract, letter of intent, etc.

## 2. PREAMBLE, SUBCONTRACTS AND APPENDICES

- 2.1 The preamble to this Contract, its attached Subcontracts to the extent that they have been checked and all its Appendices form an integral part hereof.
- 2.2 In the event of this Contract’s interpretation, the stipulations, terms and conditions of the Sub-Contracts shall prevail over those of the preamble, of the Appendices and of the General Terms and Conditions.

## 3. COMPLIANCE WITH LAWS

- 3.1 The Applicant and its Representatives shall comply with all applicable laws, including environmental laws and the *Railway Safety Act* as well as all federal regulatory requirements and acknowledge having received a copy of the General Safety Rules attached as Appendix “A” and agree to fully abide by them. The Applicant and its Representatives shall exercise caution at all times when near railway tracks or corridor or in the vicinity of an active railway track, or performing work near railway tracks or corridor or in the vicinity of an active railway track, and remain alert to the approach of trains, engines or cars, or other railway equipment from either direction and at any times.
- 3.2 The Works (as defined in Infrastructure Sub-Contract “A” attached hereto) shall be constructed and at all times maintained at the Applicant’s sole cost and expense in accordance with the *Railway Safety Act*, R.S.C. 1985, c. 32 (4th Supp.) and all rules, requirements, regulations, directives, orders or plans adopted or approved by the Canadian Transportation Agency, Transport Canada, or any predecessor or successor governmental agency or body whose rules, requirements, regulations, directives or plans may have effect on the Works. The Applicant agrees to observe and perform all the terms and conditions of the said rules, requirements, regulations, directives, orders or plans with respect to construction and maintenance of the Works.

## 4. EXPULSION IN THE EVENT OF VIOLATION

- 4.1 The Applicant and its Representatives acknowledge that should they neglect, fail or refuse to abide fully with the stipulations, terms and conditions of this Contract, they may be expelled from the

Premises (as defined in Infrastructure Sub-Contract “B” attached hereto), up until such time that the matter has been resolved at VIA’s full satisfaction.

## **5. SAFETY AND CAUTION NEAR TRACKS**

- 5.1 No person shall, without lawful excuse, enter on land on which a line work is situated.
- 5.2 The Applicant and its Representatives must keep the railway line clear and shall not place any material or equipment on railway tracks.
- 5.3 The Applicant and its Representatives shall not, at any time and in any way, obstruct or impede the operation, the maintenance or the enjoyment of VIA’s property by VIA and its Representatives or foul the track with equipment and shall act with care and diligence at all times. If VIA deems, without restriction, that the Works being undertaken or the method used to undertake the Works will impede VIA in any way, VIA may order the Works stopped, recommend a different methodology, require that adequate protective measures be taken and generally impose any measures or any combination of measures that VIA may deem necessary under the circumstances. The Applicant shall comply with the requirement of this Section, at its risk and expense and without recourse against VIA.
- 5.4 The Applicant and its Representatives shall take all necessary measures with respect to safety and fire protection.
- 5.5 If applicable, the Applicant and its Representatives shall, prior to the commencement of the Works, ensure that all employees and subcontractors who will be performing the Works participate in a compulsory safety briefing and information session, and shall complete VIA Online Safety Test ([www.erailsafe.com/canada](http://www.erailsafe.com/canada)). VIA shall have the right to verify compliance to the safety rules.

## **6. CONTRACTUAL LIABILITY AND INDEMNITY**

- 6.1 The Applicant and its Representatives shall fully indemnify and save harmless VIA and its Representatives, and shall furthermore act as warrantor and take up VIA and its Representatives’ defence to answer for all financial consequences for all Claims, including those for bodily injuries, death and any Claims of third parties, of whatever source, nature and kind in any manner, howsoever arising with respect to the Applicant and its Representatives’ obligations under the Contract provided that the Applicant may assert any valid defense against a third party Claim and the Applicant is not a warrantor with respect to the negligent acts or omissions of VIA and its Representatives where the Applicant has duly performed its obligations under the Contract.
- 6.2 The Applicant and its Representatives are liable for any material loss resulting from their actions, omissions, fault and negligence.
- 6.3 The Applicant and its Representatives shall waive all Claims they may have against VIA and its Representatives arising out of an accident or otherwise, resulting from VIA and its Representatives’ operations, ownership, use or possession of any property, or any person under

VIA	Applicant
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VIA and its Representatives' control, provided the claim does not arise from VIA and its Representatives' wilfully reckless act or act of gross negligence.

- 6.4 The Applicant agrees to obtain a waiver of liability from its Representatives. Such waiver and indemnity shall apply notwithstanding the failure by the Applicant to obtain any written and signed waivers from its Representatives. The Applicant and its Representatives further agree to pay compensation for any damage caused by the Applicant and its Representatives to the property of VIA and its Representatives or a third party, and to indemnify VIA and its Representatives against any Claim that a third party may present to it regarding damage so caused to its property or injury (including death) arising out of the use of VIA's property.
- 6.5 The Applicant and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by VIA and its Representatives, the imposition of any liability on VIA and its Representatives without VIA's prior and express written consent. VIA and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by the Applicant and its Representatives, the imposition of any liability on the Applicant and its Representatives without the Applicant's prior and express written consent.

## 7. INSURANCE

- 7.1 Upon the signing of this Contract and without restricting the generality of Section 6 "Contractual Liability and Indemnity" of the General Terms and Conditions of this Contract, the Applicant and its Representatives shall obtain and maintain for the term of this Contract the following insurance policies:
- 7.1.1 **Commercial General Liability Insurance** preferably an "occurrence" form, covering the liability of the Applicant and its Representatives, for bodily injury, including death, and damage to property for a minimum amount of ten million dollars (\$10,000,000.00) per occurrence. The insurance policy shall include VIA as an additional insured and shall provide for the following coverage: contractual liability, cross liability, contingent liability, liability arising out of the ownership, use and operation of passenger railway equipment and non-owner automobile insurance.
- 7.1.2 **Automobile Insurance** covering the Applicant and its Representatives' liability for any bodily injury, including death, caused by or arising out of or attributable to the vehicles, owned, rented or leased by the Applicant and its Representatives for a minimum amount of ten million dollars (\$10,000,000.00) per event.
- 7.2 The policies mentioned in Section 7 "Insurance" must include a rider specifying an obligation to serve VIA sixty (60) day written notice of any important modification or any termination of coverage. The automobile insurance shall have a standard thirty (30) day written notice.
- 7.3 Prior to the commencement of this Contract, the Applicant shall provide VIA with insurance certificates issued with VIA as an additional insured, dated and signed by an authorized representative of the Applicant's insurers and evidencing all insurance requirements mentioned

VIA	Applicant
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above including, if applicable. Notwithstanding the above, VIA reserves the right to ask for a certified copy of one or more insurance policy mentioned under Section 7 “Insurance” and the Applicant hereby agree to provide such copy within thirty (30) days of VIA’s request.

- 7.4 New insurance certificates evidencing renewal of the required insurance policies shall be submitted to VIA within thirty (30) days after renewal.
- 7.5 If the Applicant fails to obtain or maintain in force the insurance policies provided for under Section 7 “Insurance”, VIA has the right to obtain such policies of its own initiative and provide proof to the Applicant, who shall then pay the associate cost upon VIA’s request, or agree to let VIA deduct these cost from any amount owing.
- 7.6 The parties agree that VIA’s silence following:
- (a) the Applicant’s failure to comply with Section 7 “Insurance” or any of its subsections, whether or not VIA is aware of such failure; or
  - (b) the Applicant’s issuance of an insurance certificate or a policy that fails to comply with the requirements contained in this Contract,

does not exonerate the Applicant from these failures, nor does it constitute a waiver of the Applicant’s obligations by VIA.

- 7.7 The acquisition and maintenance of the above insurance by the Applicant and its Representatives shall in no manner be construed as to restrict or waive the liabilities, responsibilities or obligations of the Applicant and its Representatives under this Contract.
- 7.8 With regard to this Contract, any failure by the Applicant to comply with the obligations provided for under Section 7 “Insurance”, or any of its subsections, shall be deemed to be a material and substantial breach of this Contract. In such circumstances, VIA may withhold all sums and payments owed to the Applicant, in addition to all rights stipulated by law or by this Contract, until such failure has been corrected by the Applicant.

## **8. CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING**

- 8.1 The Applicant and its Representatives shall maintain confidential all information pertaining to VIA and this Contract acquired before, during and after the term of this Contract, and all reports, specifications, drawings and other documentation produced hereunder, and shall not disclose or use same for any purposes other than for the performance of the obligations of this Contract.
- 8.2 The Applicant agrees to comply with all applicable federal and provincial laws relative to the protection of personal information with respect to this Contract. VIA reserves its right to visit the Applicant to evaluate and verify the Applicant’s compliance with any applicable federal and provincial law relative to the protection of personal information.

VIA	Applicant
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8.3 This Contract and the information contained herein are confidential, subject to the provisions of the *Access to Information Act*, R.S.C. (1985), c. A-1 and the *Privacy Act*, R.S.C. (1985), c. P-21.

8.4 The provisions of Sections 8.1, 8.2 and 8.3 of this Contract shall survive the expiration or any termination of this Contract.

## 9. AMENDMENT

9.1 In no case shall this Contract be amended without the written consent of the parties.

## 10. NO ASSIGNMENT

10.1 This Contract is binding upon VIA and its Representatives and upon the Applicant and its Representatives. However, neither this Contract, in whole or in part, nor any right, interest or privilege granted hereunder may be assigned or sublicensed without the prior written consent of VIA (unless it is to a parent subsidiary or affiliate of the Applicant as defined in the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 in which case no consent is required). Said consent may not be unreasonably withheld.

10.2 Notwithstanding the above, in the event of the transfer of the Railway for continued operations, VIA will have the right to assign this Contract to any subsequent owner.

## 11. SURVIVAL OF THE OBLIGATIONS

11.1 All obligations and liabilities that, by their nature, shall survive the termination or expiration of this Contract shall remain in full force and effect.

## 12. VIOLATION OF INTELLECTUAL PROPERTY RIGHTS

12.1 In no way may this Contract be interpreted as granting the Applicant the right to reproduce, in any manner howsoever, the names, logos, texts, trademarks or works protected by copyright without the consent of VIA and its Representatives.

12.2 The Applicant acknowledges that trademarks and copyrighted works are valuable assets for VIA.

## 13. NOTICES

13.1 Unless otherwise specified, all notices, accounts, statements, reports, documents or instructions to be given by any party under the terms of this Contract must be given in writing at the following address:

**VIA:**                   **VIA RAIL CANADA INC.**  
                               3, Place Ville-Marie, Suite 500  
                               Montreal, Quebec,  
                               H3B 2C9  
                               Contract No.: 38672

VIA	Applicant
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**Applicant:** **Corporation of the Town of Tecumseh**  
917 Lesperance Road, Tecumseh, Ontario, N8B 1W9  
Contract No.: 38672  
Attention: Kirby McArdle,  
Manager Public Works and Transportation

With a second copy to  
Attention: Jennifer Alexander, Acting Clerk

13.2 Notice shall be sufficiently given if delivered by courier or facsimile, or if mailed by prepaid registered mail to the above address or to such other place as may be specified in writing. Any notice or other document, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender, and if mailed, on the third business day following the date on which it was mailed. In the event of an actual or imminent disruption of postal service in Canada, the notice shall be delivered by courier.

## 14. DEFAULT

14.1 If a party must perform an obligation under this Contract in a time allowed, the mere lapse of time for performing it shall have the effect to constitute that party in default.

## 15. NECESSARY MEASURES

15.1 If the Applicant fails, at any time, to fulfill its obligations provided in this Contract, VIA, at its option, may upon reasonable notice, undertake the necessary measures to ensure safety, at the risk and expense of the Applicant.

**16. TITLE OF THE PREMISES**

16.1 The Applicant agrees not to register this Contract or to file or to register any caveat or other encumbrance based on this Contract against the title of the Premises without first obtaining VIA's written consent.

## 17. APPLICABLE LAWS

17.1 This Contract shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein, without giving effect to any choice or conflict of law, rules and other provisions (whether in this province or in any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of this province. The parties elect domicile in the judicial district of Ottawa, in the Province of Ontario.

## 18. SECURITY CLEARANCE

- 18.1 At VIA's request, the Applicant and its Representatives shall provide and cause all persons assigned to this Contract to provide personal data for security clearance purposes. Such security clearance may include finger printing.

## **19. FULL AND ENTIRE CONTRACT**

- 19.1 The parties acknowledge that this Contract faithfully constitutes the expression of their will and their common intention and is, therefore, the complete and entire agreement between the parties. It is understood that any Extrinsic Element does not represent the expression of the will of the parties nor their common intention and will not be used for the interpretation or application this Contract. Accordingly, the parties expressly agree not to adduce any Extrinsic Element as evidence in any dispute or litigation.

## **20. ACKNOWLEDGEMENT**

- 20.1 The parties acknowledge that:

20.1.1 this Contract is written in easily legible type in plain language that is easily understood by the parties and constitutes the expression of will of the parties. The parties have entirely read and understood this Contract. If needed, the parties received adequate explanations on the nature and scope of the clauses in this Contract from an advisor of their choice; and

20.1.2 the parties negotiated this Contract jointly and this Contract shall be construed neither against nor in favour of either party, but rather so that each clause is given the meaning derived from this contract as a whole.

## **21. LANGUAGE**

- 21.1 It is upon the express wish and agreement of the parties that this Contract is written in the English Language. *Ce contrat est rédigé dans la langue anglaise selon la volonté et l'entente expresses des parties.*

## **TERMS AND CONDITIONS FOR WORKS**

## **22. MAINTENANCE OR WORK ON VIA'S PROPERTY**

- 22.1 No maintenance work on VIA's property or any work that could affect VIA's property shall be done without first notifying VIA and obtaining VIA's written consent.
- 22.2 In no case shall the Applicant and its Representatives perform Works on VIA's property or any work that could affect VIA's property without an agent of VIA present, at the expense of the Applicant.

## **23. PLAN AND SAFE RAILWAY OPERATIONS**

VIA	Applicant
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- 23.1 The Applicant shall carry out the Works as shown on the Plan approved by VIA, and in accordance with VIA's requirements respecting safe railway operations. No Works shall proceed until this Contract has been signed and Plan has been approved by VIA.

## **24. ARRANGEMENTS WITH UTILITY COMPANIES**

- 24.1 The Applicant shall be fully responsible, at the expense of the Applicant, for making arrangements with, locating, taking necessary precaution, and notifying utility companies, including fiber optics companies, affected by the planned Works and shall provide VIA in writing with location of such utilities.

## **25. PERFORMANCE OF THE WORK**

- 25.1 The Applicant shall assign duly qualified personnel to perform the Works and shall co-operate with VIA or any other legislative authority to ensure that all work is performed in accordance with all applicable regulations and by-laws and that all permits and authorizations are obtained by the Applicant. The Applicant shall be responsible to pay for all charges imposed by such regulations and by-laws. The Applicant shall also provide VIA with a road closure plan.

## **26. IMPROVEMENT OF THE RAILWAY LINE**

- 26.1 Should it become necessary or expedient for the purpose of repair or improvement of the railway line that the Works be removed, relocated or modified, the Applicant shall, at its risk and expense, comply with the request of VIA, provided that VIA shall use good faith efforts to minimize any impact on the Works or interruption in the Applicant's provisioning of its services using the Works in connection with planning and executing any such repair or improvement of the railway line. VIA shall only request such removal where it is the only practical option available to VIA. If the Applicant fails to comply with the request of VIA to remove, relocate or modify the Works within a reasonable period of time, VIA shall have the right to execute or have executed, at the risk and expense of the Applicant, any work required to remove, relocate or modify the said Works.

## **27. ENVIRONMENTAL OBLIGATIONS**

- 27.1 The Applicant shall, upon written notice from VIA, carry out all measures which VIA, without restriction, considers necessary to keep the Works free and clear of all environmental contaminants or residue (hereinafter referred to as "**Environmental Contamination**") resulting from the Applicant's occupation or use of the Premises, such condition to be confirmed (at the option of VIA and at the sole expense of the Applicant) by a post-termination environmental inspection/audit of the Premises to be carried out by VIA. The Applicant shall be solely responsible for the cost of all work carried out to correct any Environmental Contamination which occurs on the Premises, or which occurs on other lands as a result of the Applicant's occupation or use of the Premises, and will complete such work in a timely fashion and in all cases in accordance with applicable laws and regulations.

VIA	Applicant
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- 27.2 Notwithstanding the foregoing, in the event that VIA, at any time, suspects that a potential source of Environmental Contamination may be either present on the Premises or at risk of escaping from or onto the Premises as a result of the Works of the Applicant, VIA shall have the right to enter upon the Premises, at all reasonable times and from time to time, in order to inspect the Premises and conduct or require the Applicant to conduct, at the Applicant's expense, such tests as may be required to verify the condition of the Premises. The Applicant shall, at its expense, take any and all action as shall be required to prevent such Environmental Contamination, which is attributable to the Works of the Applicant, from occurring or escaping from or onto the Premises.
- 27.3 The Applicant shall notify VIA in a reasonably prompt manner of all Environmental Contamination that the Applicant suspects is occurring on or escaping onto the Premises from adjacent lands or resulting from third party occupation to the extent such Environmental Contamination is caused by or related to the Applicant's Works.
- 27.4 If the Applicant fails to correct any Environmental Contamination caused by its Works within a reasonable timeframe to the satisfaction of VIA and of any public authority having jurisdiction, VIA and its Representatives may execute or have executed such work. VIA may charge the Applicant for all the costs incurred by VIA in correcting such Environmental Contamination, including, without limitation, judicial and extrajudicial fees and costs, plus fifteen per cent (15%) for overhead. The Applicant shall pay VIA's invoice or invoices for such costs within thirty (30) days of receipt of each invoice. In the event such remedial work is carried out by any public authority, the cost of such work shall be borne by the Applicant.
- 27.5 The Applicant shall comply with the provisions of any federal, provincial or municipal laws applicable to the Applicant's Works on the Premises with respect to maintaining a clean environment. If any public authority having jurisdiction with respect to environmental protection or fire protection requires the installation of equipment or apparatus on the Premises as a result of the Applicant's Works to improve the environment or to improve fire protection facilities, then the Applicant shall promptly install such equipment or apparatus or take such measures as may be required by such public authority. The Applicant shall be solely responsible for the cost of all work carried out to comply with the requirements of a public authority where such requirements are imposed as a result of the Applicant's Works.
- 27.6 Upon expiration or termination of this Contract, the Applicant shall leave the Premises in a clean and tidy condition, free of any Environmental Contamination resulting from the Applicant's occupation or use of the Premises. If the Applicant has installed any facility on or under the Premises, the Applicant shall remove such facility, subject to the provisions of Section 31 of the General Terms and Conditions. The Applicant shall have the burden of proving that any Environmental Contamination which could reasonably have been caused by the Applicant's Works or use of the Premises has not resulted from or occurred during its occupation or use of the Premises.
- 27.7 The responsibility of the Applicant and its Representatives to VIA and its Representatives with respect to the environmental obligations contained herein shall continue to be enforceable by VIA notwithstanding the termination of this Contract.

VIA	Applicant
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**28. APPLICANT'S AND OTHER'S PROPERTY**

- 28.1 The Applicant's property, and any other person's property, shall, while located on the Premises to fulfill any obligation covered by the present Contract, be deemed to be there at the risk of the Applicant as to damages, loss or theft attributable to any cause whatsoever except to the extent caused by VIA's negligence or willful conduct or breach of the terms of this Contract.

**29. CANCELLATION OF THE WORKS**

- 29.1 If the Applicant cancels the Works less than 24 hours before they were scheduled to be performed, a five hundred dollars (\$500) fee shall be billed to the Applicant and a new application to schedule the Works shall be filled by the Applicant and submitted to VIA.

**30. QUALITY CONTROL**

- 30.1 All drawings must be signed and sealed by a professional competent in the province where the Works will be executed. All federal regulations compliance must be clearly marked in the foot note of the drawings.
- 30.2 A quality control as well as a detailed methodology report must be supplied to VIA.

**31. REMOVAL OF THE WORKS**

- 31.1 Prior to the expiry of this Contract (under Section 2.1 of Infrastructure Sub-Contract "A") or, in the event of cancellation of this Contract, the Applicant shall, within a period of six (6) months, at its risk and expense, remove from VIA's property all Works constructed under this Contract. Should the Applicant fail to comply with the requirements of this Section, VIA reserves its right, without restriction, to do the work that the Applicant should have done in accordance with this Section, or to have the work done, at the risk and expense of the Applicant. Under such circumstances, all the material located on VIA's property shall become the property of VIA, without compensation to the Applicant and without prejudice to VIA's right to recourse against the Applicant for compensation for any costs or damages incurred by VIA as a result of VIA's default.

*[The signatures are found on the following page]*

VIA	Applicant
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We have understood, consented to and signed this Contract.

<b>VIA RAIL CANADA INC.</b>		<b>CORPORATION OF THE TOWN OF TECUMSEH</b>	
Signature:		Signature:	
Name:	Paul Charbachi	Name:	
Title:	Sr. Engineer, Infrastructure	Title:	
Location:		Location:	
Date:		Date:	

**INFRASTRUCTURE SUB-CONTRACT “A”**  
**UNDERGROUND PIPES CROSSING** ■

**WHEREAS** the Applicant hereby applies to VIA for permission to construct, use and maintain two (2) 44m long steel casings (406mm dia. and 508mm dia.) (hereinafter the “**Works**”) across the railway line owned by VIA at Mile 99.31 on the Chatham Subdivision, located in the municipality of The Corporation of the Town of Tecumseh, Province of Ontario as per drawings.

NOW THEREFORE, the parties agree as follows:

**1. PERMISSION TO CONSTRUCT, USE AND MAINTAIN**

- 1.1 VIA grants the Applicant permission to construct, use and maintain the Works across the railway line owned by VIA located at 99.31 Chatham Subdivision (hereinafter the “**Premises**”) for the duration of this Contract.

**2. TERM**

- 2.1 This Contract shall become effective on upon last signature and shall continue for a period of ninety-nine (99) years (hereinafter the “**Initial Term**”). Upon mutual agreement of the parties prior to the expiration of the Initial Term, this Contract may be renewed and extend. The Contract may be terminated at any time by either party, for a serious reason as determined by such party, acting reasonably, on the provision of a one (1) year written notice in writing to the other party. In the event of any failure by either party to comply with any provisions of this Contract, and upon such party being notified in writing by defaulting party alleging such failure and failing to remedy the failure within ninety (90) days of receiving such notice, the Contract may be forthwith terminated upon the non-defaulting party providing written notice of termination to the defaulting party.
- 2.2 The Works shall not start prior to the commencement of this Contract.

VIA	Applicant
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**INFRASTRUCTURE SUB-CONTRACT “B”**  
**PERMISSION TO ACCESS PREMISES AND LIABILITY RELEASE**

**WHEREAS** the Applicant hereby applies to VIA to have access to the property owned or occupied by VIA located at 99.31 Chatham Subdivision (hereinafter the “**Premises**”);

NOW THEREFORE, the parties agree as follows:

**1. PERMISSION**

- 1.1 VIA grants the Applicant permission to have access to the Premises only for crossing improvement of Lesperance Road and associate underground work such as relocation fo rail signals as requested by VIA and installation of two (2) 44m long steel casings to remain empty for future utilities. The Applicant undertakes not to use its permission to have access to the Premises for any other purposes. Any work required by the Applicant on the Premises *other* than the installation of the two (2) steel casings, will require VIA’s prior written consent on a case-by-case basis; provided, however that the Applicant shall have no obligation to pay an additional time the fee indicated in Section 3 of Infrastructure Sub-Contract “A” so long as such work is for the purpose of housing utilities in the casings.

**2. TERM**

- 2.1 VIA grants the Applicant permission to have access to the Premises for the duration of this Contract, being from ninety-nine (99) years from this Contract’s last signature date.

**3. COST**

- 3.1 In consideration of the rights granted by this Contract, the Applicant agrees to pay VIA the sum of One thousand eight hundred two dollars and fifty cents dollars (\$1802.50) plus any applicable taxes. This fee is payable in advance by certified cheque.

VIA	Applicant
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**INFRASTRUCTURE SUB-CONTRACT “C”**  
**RAILWAY CROSSING** [REDACTED]

For the purpose of this Sub-Contract “C”, the Applicant is hereinafter called “Road Authority”.

**WHEREAS** Order No. 22-08584 of the Canadian Transportation Agency, attached as Appendix “D”, authorized The Corporation of the Town of Tecumseh to construct Lesperance Road Crossing located in the Municipality of Tecumseh, Province of Ontario (hereinafter the “**Highway**”) across the railway owned by VIA at mileage 99.31 of the Chatham subdivision (hereinafter the “**Railway**”);

**WHEREAS** the owner of the right-of-way and the Railway at this location is now VIA;

**WHEREAS** VIA is the Senior party at this location;

**WHEREAS** the mileage at the crossing of the Highway and the Railway (hereinafter the “**Crossing**”) is now 99.31 Chatham Subdivision.;

**WHEREAS** VIA has upgraded the warning system at the Crossing by installing a constant warning device and gates;

NOW THEREFORE, the parties agree as follows:

**1. WARNING DEVICE**

1.1 The Crossing is now equipped with flashing light, bell and gates.

**2. TERM**

2.1 This Contract shall become effective upon signature of both parties and shall continue until either VIA discontinues its Railway operations, or until the Road Authority closes the Highway, at this location, or upon written consent of both parties.

**3. COSTS**

3.1 The cost of maintenance and operation of the automatic warning system is to be borne and paid fifty percent (50%) by the Road Authority and Fifty (50%) by VIA.

3.2 The cost of maintaining the Highway approaches to the Crossing shall be paid by CORPORATION OF THE TOWN OF TECUMSEH .

3.3 The cost of Crossing rehabilitation shall be paid Fifty (50%) by the Road Authority and Fifty (50%) by VIA .

VIA	Applicant
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#### 4. ACCOUNTS

- 4.1 VIA shall prepare all accounts on a monthly basis for work performed by VIA and send same to the Road Authority for payment using rates as stipulated in the latest *Guide to Railway Charges for Crossing Maintenance and Construction* as issued by the Canadian Transportation Agency. In the event that the Canadian Transportation Agency should discontinue publishing same, the accounts shall be prepared in accordance with standard rates adopted by the railway industry in Canada, or in their absence, in accordance with standard rates adopted by VIA. If there should be no standard rates in effect for work done by VIA, the accounts shall be based on actual costs plus allowances for VIA's overheads.

#### 5. SIGHT LINE CLEARING

- 5.1 All initial and on-going sight line clearing is to be in accordance with *Transport Canada Railway-Highway Crossing at Grade Regulations* and TC Grade Crossings Standards (or any subsequent amendment thereof). The physical work associated with the sight line clearing of Road Authority's property shall be the responsibility of the Road Authority and the costs associated therewith shall be paid by the Road Authority. The physical work associated with the sight line clearing of VIA's property shall be the responsibility of VIA and the costs associated therewith shall be paid by VIA.

#### 6. CONTRACT FOR FURTHER RECONSTRUCTION

- 6.1 If, at any time during the continuance of this Contract, either party wishes to widen, relocate, make more narrow, or otherwise upgrade the Crossing, the terms associated with the further reconstruction will be agreed to by the parties by means of a written contract between them. The same legal and regulatory compliance requirements as this Contract will apply to the contract for further reconstruction.

#### 7. TERMINATION OF THIS CONTRACT

- 7.1 Upon termination of this Contract, unless terminated by a Crossing relocation or reconstruction, the terms of which are to be set out in a subsequent agreement, VIA Rail Canada Inc. as the initiator of the original Crossing, shall be responsible for all future costs associated with the existence of the Crossing, including the cost of maintaining the Crossing or dismantling the Crossing and restoring VIA's and the Road Authority property to its original or mutually agreed upon condition.
- 7.2 Notwithstanding the termination of this Contract, unless terminated by a Crossing relocation or reconstruction, the obligations of VIA Rail Canada Inc. set forth in this Section shall survive any such termination and shall remain in force until discharged.

#### 8. COPY TO THE CANADIAN TRANSPORTATION AGENCY

VIA	Applicant
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- 8.1 Upon execution, VIA may file a copy of this Contract with the Canadian Transportation Agency.

VIA	Applicant
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**APPENDIX “A”**  
**GENERAL SAFETY RULES**

*See contract documents in the related rail request application*

VIA	Applicant
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**APPENDIX “B”**  
**PLAN OF THE WORKS**

See attached stamped drawings

VIA	Applicant
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**APPENDIX “C”**  
**PERMISSION TO ACCESS VIA’S PROPERTY**  
**AND RELEASE OF LIABILITY**

In consideration of VIA Rail Canada Inc. (hereinafter “**VIA**”) permitting the Corporation of the Town of Tecumseh (hereinafter the “**Applicant**”) and its employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom the Applicant is in law responsible (hereinafter the “**Applicant and its Representatives**”) to enter upon the property owned or occupied by VIA located at Lesperance Road, Tecumseh (hereinafter the “**Premises**”) for the purposes of crossing improvement of Lesperance Road and associate underground work such as relocation fo rail signals as requested by VIA and installation of two (2) 44m long steel casings to remain empty for future utilities (hereinafter the “**Permission**”) at Mile 99.31 on the Chatham Subdivision.

**LIABILITY AND INDEMNITY**

The Applicant and its Representatives shall fully indemnify and save harmless VIA and its Representatives, and shall furthermore act as warrantor and take up VIA and its Representatives’ defence to answer for all financial consequences for all Claims, including those for bodily injuries, death and any Claims of third parties, of whatever source, nature and kind in any manner, howsoever arising with respect to the Applicant and its Representatives’ obligations under the Contract provided that the Applicant may assert any valid defense against a third party Claim and the Applicant is not a warrantor with respect to the negligent acts or omissions of VIA and its Representatives where the Applicant has duly performed its obligations under the Contract.

The Applicant and its Representatives are liable for any material loss resulting from their actions, omissions, fault and negligence.

The Applicant and its Representatives shall waive all Claims they may have against VIA and its Representatives arising out of an accident or otherwise, resulting from VIA and its Representatives’ operations, ownership, use or possession of any property, or any person under VIA and its Representatives’ control, provided the claim does not arise from VIA and its Representatives’ wilfully reckless act or act of gross negligence.

The Applicant agrees to obtain a waiver of liability from its Representatives. Such waiver and indemnity shall apply notwithstanding the failure by the Applicant to obtain any written and signed waivers from its Representatives. The Applicant and its Representatives further agree to pay compensation for any damage caused by the Applicant and its Representatives to the property of VIA and its Representatives or a third party, and to indemnify VIA and its Representatives against any Claim that a third party may present to it regarding damage so caused to its property or injury (including death) arising out of the use of VIA’s property.

The Applicant and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by VIA and its Representatives, the imposition of any liability on

VIA	Applicant
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VIA and its Representatives without VIA's prior and express written consent. VIA and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by the Applicant and its Representatives, the imposition of any liability on the Applicant and its Representatives without the Applicant's prior and express written consent.

## **SAFETY AND CAUTION NEAR TRACKS**

No person shall, without lawful excuse, enter on land on which a line work is situated.

The Applicant and its Representatives must keep the railway line clear and shall not place any material or equipment on railway tracks.

The Applicant and its Representatives shall not, at any time and in any way, obstruct or impede the operation, the maintenance or the enjoyment of VIA's property by VIA and its Representatives or foul the track with equipment and shall act with care and diligence at all times. If VIA deems, without restriction, that the Works being undertaken or the method used to undertake the Works will impede VIA in any way, VIA may order the Works stopped, recommend a different methodology, require that adequate protective measures be taken and generally impose any measures or any combination of measures that VIA may deem necessary under the circumstances. The Applicant shall comply with the requirement of this Section, at its risk and expense and without recourse against VIA.

The Applicant and its Representatives shall take all necessary measures with respect to safety and fire protection.

If applicable, the Applicant and its Representatives shall, prior to the commencement of the Works, ensure that all employees and subcontractors who will be performing the Works participate in a compulsory safety briefing and information session, and shall complete VIA Online Safety Test ([www.erailsafe.com/canada](http://www.erailsafe.com/canada)). VIA shall have the right to verify compliance to the safety rules.

## **COMPLIANCE WITH LAWS**

The Applicant and its Representatives shall comply with all applicable laws, including environmental laws and the *Railway Safety Act* as well as all federal regulatory requirements and acknowledge having received a copy of the General Safety Rules attached as Appendix "A" and agree to fully abide by them. The Applicant and its Representatives shall exercise caution at all times when near railway tracks or performing work near railway tracks and remain alert to the approach of trains, engines or cars from either direction and at any times.

The Works shall be constructed and at all times maintained at the Applicant's sole cost and expense in accordance with the *Railway Safety Act*, R.S.C. 1985, c. 32 (4th Supp.) and all rules, requirements, regulations, directives, orders or plans adopted or approved by the Canadian Transportation Agency, Transport Canada, or any predecessor or successor governmental agency or body whose rules, requirements, regulations, directives or plans may have effect on the Works. The Applicant agrees to

VIA	Applicant
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observe and perform all the terms and conditions of the said rules, requirements, regulations, directives, orders or plans.

### **MAINTENANCE OR WORK ON VIA'S PROPERTY**

No maintenance work on VIA's property or any work that could affect VIA's property shall be done without first notifying VIA and obtaining VIA's written consent.

In no case shall the Applicant and its Representatives perform work on VIA's property or any work that could affect VIA's property without an agent of VIA present, at the expense of the Applicant.

### **FLAGGING PROTECTION**

Under no circumstances may equipment be used within ten (10) meters of the nearest track without flagging protection provided by VIA at the expense of the Applicant. This minimum distance may be increased/decreased by VIA, dependent on the type of work to be done. Said protection must be arranged at least ten (10) working days in advance of the beginning of the work.

This Permission expires ninety-nine (99) years from its last signature date.

<b>VIA RAIL CANADA INC.</b>		<b>CORPORATION OF THE TOWN OF TECUMSEH</b>	
Signature:		Signature:	
Name:	Paul Charbach	Name:	
Title:	Sr. Engineer, Infrastructure	Title:	
Location:		Location:	
Date:		Date:	

VIA	Applicant
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**APPENDIX “D”**  
**ORDER NO. [INSERT THE ORDER'S NUMBER]**  
**OF THE [INSERT THE NAME OF THE AGENCY OR AUTHORITY]**

VIA	Applicant
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# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-098**

Being a by-law to authorize the execution of a Fencing Agreement  
between The Corporation of the Town of Tecumseh and VIA Rail Canada

**Whereas** The Corporation of the Town of Tecumseh (Town) has applied to VIA Rail Canada (VIA) for permission to construct, use and maintain a fence to reduce trespassing activities at the intersection of Lesperance Road and Tecumseh Road East near the railway line owned by VIA located in the Town;

**And Whereas** the Town is desirous of entering into an Agreement with VIA for the fencing improvements to the intersection of Lesperance Road and Tecumseh Road East;

**And Whereas** under Section 5 of the *Municipal Act 2001*, S.O. 2001 c.M.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 Fencing Agreement between The Corporation of the Town of Tecumseh and VIA Rail Canada, dated the 13<sup>th</sup> day of December, 2022, a copy of which Agreement is attached hereto and forms part of the 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 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk



## FENCING AGREEMENT

<b>VIA Contract No.</b>	
<b>Other Party</b>	
<b>VIA Contract Administrator</b>	
<b>VIA Department</b>	



## FENCING AGREEMENT

**BETWEEN:** **VIA RAIL CANADA INC.**  
[INSERT VIA'S COMPLETE ADDRESS]

(Hereinafter “VIA”)

**AND:** [INSERT THE APPLICANT'S NAME]  
[INSERT THE APPLICANT'S COMPLETE ADDRESS]

(Hereinafter the “Applicant”)

**WHEREAS** the Applicant hereby applies to VIA for permission to construct, use and maintain a fence to reduce trespassing activities at the intersection of Lesperance Rd and Tecumseh Rd East (hereinafter the “**Works**”) near the railway line owned by VIA located in the municipality of Tecumseh, Province of Ontario, as shown on the plan (hereinafter the “**Plan**”), attached as Appendix “A”.

NOW THEREFORE, the parties agree as follows:

### 1. DEFINITIONS

1.1. In this Agreement, unless the context requires otherwise, the following terms and expressions have the meaning mentioned below:

1.1.1. “Applicant and its Representatives” The term “Applicant and its Representatives” shall include, collectively and individually, the Applicant, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom the Applicant is in law responsible.

1.1.2. “Attorney Fees” The term “Attorney Fees” shall include, without limitation, attorneys’ costs and fees, of whatever nature, reasonably incurred in the context of:

- (i) a judicial action (judicial and extra judicial costs and fees); and / or
- (ii) a dispute arising from an enforcement or interpretation of this Agreement or any other circumstances directly or indirectly related to the performance or non-performance of this Agreement.

- 1.1.3. “Claims” The term “Claims” shall, in particular, include all claims, costs, charges, losses, liabilities, damages, demands, legal actions, Attorney Fees and expenses of whatever nature, source and kind in any manner.
- 1.1.4. “Extrinsic Elements” The term “Extrinsic Elements” shall include any document or information, whether written or oral, communicated between the parties or not, expressly or tacitly, regardless of the nature of the medium, with the exception of information and documents specifically mentioned in this Agreement. For example, the term Extrinsic Elements shall include any discussion, talk, negotiation, offer, proposal, electronic recording, electronic mail, correspondence, letter, memorandum, statement, promise, commitment, understanding, agreement, preliminary document, letter of intent, draft contract, preliminary contract, invitation to tender, tender and other contract previously entered into by the parties with regard to the subject matter of this Agreement.
- 1.1.5. “VIA and its Representatives” The term “VIA and its Representatives” shall include, collectively and individually, VIA, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom VIA is in law responsible.

## 2. PREAMBLE AND APPENDICES

- 2.1. The preamble to this Agreement and all its Appendices shall form an integral part hereof.

## 3. PERMISSION TO CONSTRUCT, USE AND MAINTAIN

- 3.1. VIA grants the Applicant permission to construct, use and maintain the Works across the railway line owned by VIA located at [INSERT THE ADDRESS] (hereinafter the “Premises”) for the duration of this Agreement.

## 4. TERM

- 4.1. This Agreement shall become effective on [INSERT THE START DATE FOR THE CONTRACT] and shall continue for a period of forty-nine (49) years (hereinafter the “Initial Term”). Upon mutual agreement of the parties prior to the expiration of the Initial Term, this Agreement may be renewed for an additional period of forty-nine (49) years. The Contract may be terminated at any time by either party, for a serious reason as determined by such party, acting reasonably, on the provision of a one (1) year written notice in writing to the other party. In the event of any failure by either party to comply with any provisions of this Agreement, and upon such party being notified in writing by defaulting party alleging such failure and failing to remedy the failure within ninety (90) days of receiving such notice, the Contract may be forthwith terminated upon the non-defaulting party providing written notice of termination to the defaulting party.
- 4.2. The Works shall not start prior to the commencement of this Agreement.

## **5. COMPLIANCE WITH LAWS**

- 5.1. The Works shall be constructed and at all times maintained at the Applicant's sole cost and expense in accordance with the *Railway Safety Act*, R.S.C. 1985, c. 32 (4th Supp.) and all rules, requirements, regulations, directives, orders or plans adopted or approved by the Canadian Transportation Agency, Transport Canada, or any predecessor or successor governmental agency or body whose rules, requirements, regulations, directives or plans may have effect on the Works. The Applicant agrees to observe and perform all the terms and conditions of the said rules, requirements, regulations, directives, orders or plans with respect to construction and maintenance of the Works.

## **6. PLAN AND SAFE RAILWAY OPERATIONS**

- 6.1. The Applicant shall carry out the Works as shown on the Plan, and in accordance with VIA's requirements respecting safe railway operations. No Works shall proceed until this Agreement has been signed and Plan has been approved by VIA.

## **7. PRESENCE OF VIA'S AGENT**

- 7.1. In no case shall the Applicant and its Representatives perform Works on VIA's property or any work that could affect VIA's property without an agent of VIA present, at the expense of the Applicant.

## **8. ARRANGEMENTS WITH UTILITY COMPANIES**

- 8.1. The Applicant shall be fully responsible, at its sole expense, for making arrangements with, locating, taking necessary precaution, and notifying utility companies, including fiber optics companies, affected by the planned Works.

## **9. MAINTENANCE OR WORK ON VIA'S PROPERTY**

- 9.1. No maintenance work on VIA's property or any work that could affect VIA's property shall be done without first notifying VIA and obtaining VIA's prior written consent.

## **10. SAFETY AND CAUTION NEAR TRACKS**

- 10.1. The Applicant and its Representatives shall exercise caution at all times when performing work near railway tracks and shall remain alert to the approach of trains, engines or cars from either direction at any time.
- 10.2. The Applicant and its Representatives shall not place any material or equipment on railway tracks.
- 10.3. The Applicant and its Representatives shall not, at any time and in any way, obstruct or impede the operation, the maintenance or the enjoyment of VIA's property by VIA and its Representatives or foul the track with equipment and shall act with care and diligence at

all times. If VIA deems, without restriction, that the Works being undertaken or the method used to undertake the Works will impede VIA in any way, VIA may order the Works stopped, recommend a different methodology, require that adequate protective measures be taken and generally impose any measures or any combination of measures that VIA may deem necessary under the circumstances. The Applicant shall comply with the requirement of this Section, at its risk and expense and without recourse against VIA.

- 10.4. The Applicant and its Representatives shall take all necessary measures with respect to safety and fire protection.
- 10.5. The Applicant and its Representatives shall, prior to the commencement of the Works, ensure that all employees and subcontractors who will be performing the Works participate in a compulsory safety briefing and information session, and shall complete VIA Online Safety Test ([www.erailsafe.com/canada](http://www.erailsafe.com/canada)). VIA shall have the right to verify compliance to the safety rules.

## **11. PERFORMANCE AND MAINTENANCE OF THE WORK**

- 11.1. The Applicant shall assign duly qualified personnel to perform the Works and shall co-operate with VIA or any other legislative authority to ensure that all work is performed in accordance with all applicable regulations and by-laws and that all permits and authorizations are obtained by the Applicant. The Applicant shall be responsible to pay for all charges imposed by such regulations and by-laws.
- 11.2. The Applicant shall be solely responsible for the maintenance of the Works, at its own cost. If the Applicant requests VIA to perform the Works' maintenance, VIA's services will be invoiced to the Applicant. In any event, VIA shall invoice the Applicant for flagging costs.
- 11.3. The Works will be subject to annual inspections by VIA. In addition, in the event of an intrusion or other event that could alter the Works, a special inspection will be held by VIA. All costs associated with the inspections incurred by VIA, whether annual or special, shall be paid by the Applicant and will be charged by VIA to the Applicant. The costs are determined in accordance with the Canadian Transportation Agency.
- 11.4. The Applicant is solely responsible for maintaining the vegetation and general cleanliness in the surroundings of the Works of both the Applicant's property and the property owned by VIA. However, maintenance of the surroundings of the Works on VIA property will be done by VIA and its Representatives, but at the sole Applicant's expense.

## **12. IMPROVEMENT OF THE RAILWAY LINE**

- 12.1. Should it become necessary or expedient for the purpose of repair or improvement of the railway line that the Works be removed, relocated or modified, the Applicant shall, at its risk and expense, comply with the request of VIA, provided that VIA shall use good faith efforts to minimize any impact on the Works or interruption in the Applicant's provisioning

of its services using the Works in connection with planning and executing any such repair or improvement of the railway line. VIA shall only request such removal where it is the only practical option available to VIA. If the Applicant fails to comply with the request of VIA to remove, relocate or modify the Works within a reasonable period of time, VIA shall have the right to execute or have executed, at the risk and expense of the Applicant, any work required to remove, relocate or modify the said Works.

### 13. ENVIRONMENTAL OBLIGATIONS

- 13.1. The Applicant shall, upon written notice from VIA, carry out all measures which VIA, without restriction, considers necessary to keep the Works free and clear of all environmental contaminants or residue (hereinafter referred to as "**Environmental Contamination**") resulting from the Applicant's occupation or use of the Premises, such condition to be confirmed (at the option of VIA and at the sole expense of the Applicant) by a post-termination environmental inspection/audit of the Premises to be carried out by VIA. The Applicant shall be solely responsible for the cost of all work carried out to correct any Environmental Contamination which occurs on the Premises, or which occurs on other lands as a result of the Applicant's occupation or use of the Premises, and will complete such work in a timely fashion and in all cases in accordance with applicable laws and regulations.
- 13.2. Notwithstanding the foregoing, in the event that VIA, at any time, suspects that a potential source of Environmental Contamination may be either present on the Premises or at risk of escaping from or onto the Premises as a result of the Works of the Applicant, VIA shall have the right to enter upon the Premises, at all reasonable times and from time to time, in order to inspect the Premises and conduct or require the Applicant to conduct, at the Applicant's expense, such tests as may be required to verify the condition of the Premises. The Applicant shall, at its expense, take any and all action as shall be required to prevent such Environmental Contamination, which is attributable to the Works of the Applicant, from occurring or escaping from or onto the Premises.
- 13.3. The Applicant shall notify VIA in a reasonably prompt manner of all Environmental Contamination that the Applicant suspects is occurring on or escaping onto the Premises from adjacent lands or resulting from third party occupation to the extent such Environmental Contamination is caused by or related to the Applicant's Works.
- 13.4. If the Applicant fails to correct any Environmental Contamination caused by its Works within a reasonable timeframe to the satisfaction of VIA and of any public authority having jurisdiction, VIA and its Representatives may execute or have executed such work. VIA may charge the Applicant for all the costs incurred by VIA in correcting such Environmental Contamination, including, without limitation, judicial and extrajudicial fees and costs, plus fifteen per cent (15%) for overhead. The Applicant shall pay VIA's invoice or invoices for such costs within thirty (30) days of receipt of each invoice. In the event

such remedial work is carried out by any public authority, the cost of such work shall be borne by the Applicant.

- 13.5. The Applicant shall comply with the provisions of any federal, provincial or municipal laws applicable to the Applicant's Works on the Premises with respect to maintaining a clean environment. If any public authority having jurisdiction with respect to environmental protection or fire protection requires the installation of equipment or apparatus on the Premises as a result of the Applicant's Works to improve the environment or to improve fire protection facilities, then the Applicant shall promptly install such equipment or apparatus or take such measures as may be required by such public authority. The Applicant shall be solely responsible for the cost of all work carried out to comply with the requirements of a public authority where such requirements are imposed as a result of the Applicant's Works.
- 13.6. Upon expiration or termination of this Agreement, the Applicant shall leave the Premises in a clean and tidy condition, free of any Environmental Contamination resulting from the Applicant's occupation or use of the Premises. If the Applicant has installed any facility on or under the Premises, the Applicant shall remove such facility, subject to the provisions of Section 21. The Applicant shall have the burden of proving that any Environmental Contamination which could reasonably have been caused by the Applicant's Works or use of the Premises has not resulted from or occurred during its occupation or use of the Premises.
- 13.7. The responsibility of the Applicant and its Representatives to VIA and its Representatives with respect to the environmental obligations contained herein shall continue to be enforceable by VIA notwithstanding the termination of this Agreement.

#### **14. ACKNOWLEDGEMENT OF VIA'S PROPERTY RIGHTS**

- 14.1. In addition to any other amounts payable by the Applicant pursuant to this Agreement and as an acknowledgement of the property rights of VIA in the lands of the railway line occupied by the Works, the Applicant shall immediately pay to VIA a fee of one thousand five hundred(\$1,500.00) plus applicable taxes (G.S.T., H.S.T and/or Q.S.T.). All sums payable to VIA shall be payable to the order of VIA, care of its authorized representative, at the address specified in Section 20 of this Agreement. The Applicant shall also pay all taxes, rates and assessments of any other nature that may be levied from time to time during the course of this Agreement against VIA's property as a result of the Works constructed by the Applicant. VIA's G.S.T. / H.S.T. Registration Number is 105521785 RT0001 and VIA's Q.S.T. Registration Number is 1001106674 TQ0001. Subject to Section 12, where Works is performed at the request of VIA, VIA will not charge the Applicant fees usually associated with Works of the Applicant.

## 15. APPLICANT'S AND OTHER'S PROPERTY

- 15.1. The Applicant's property, and any other person's property, shall, while located on the Premises to fulfill any obligation covered by the present Contract, be deemed to be there at the risk of the Applicant as to damages, loss or theft attributable to any cause whatsoever except to the extent caused by VIA's negligence or willful conduct or breach of the terms of this Agreement.

## 16. CONTRACTUAL LIABILITY AND INDEMNITY

- 16.1. The Applicant and its Representatives shall fully indemnify and save harmless VIA and its Representatives and shall furthermore act as warrantor and take up VIA and its Representatives' defence to answer for all financial consequences for all Claims, including those for bodily injuries, death and any Claims of third parties, from whatever source, nature and kind in any manner, howsoever arising with respect to the Applicant and its Representatives' obligations under the Contract provided that the Applicant may assert any valid defense against a third party Claim and the Applicant is not a warrantor with respect to the negligent acts or omissions of VIA and its Representatives where the Applicant has duly performed its obligations under the Contract.
- 16.2. Applicant and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by VIA and its Representatives, the imposition of any liability on VIA and its Representatives without VIA's prior and express written consent. VIA and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by the Applicant and its Representatives, the imposition of any liability on the Applicant and its Representatives without the Applicant's prior and express written consent.
- 16.3. The Applicant and its Representatives are liable for any material loss resulting from their actions, omissions, fault and negligence.
- 16.4. The Applicant and its Representatives shall waive all Claims they may have against VIA and its Representatives arising out of an accident or otherwise, resulting from VIA and its Representatives' operations, ownership, use or possession of any property, or any person under VIA and its Representatives' control, provided the claim does not arise from VIA and its Representatives' wilfully reckless act or act of gross negligence. Prior to the commencement of the construction, the Applicant and its Representatives shall sign VIA's standard release form attached as Appendix "B" ("**Permission to Access VIA's Property and Release of Liability**"), as it pertains to the Works.

## 17. INSURANCE

- 17.1. Upon the signing of this Agreement and without restricting the generality of Section 16 "Contractual Liability and Indemnity" of this Agreement, the Applicant and its

Representatives shall obtain and maintain for the term of this Agreement the following insurance policy:

- 17.1.1. a ***Commercial General Liability Insurance***, preferably an “occurrence” form, covering the liability of the Applicant for bodily injury, including death and property damage for a minimum amount of five million dollars (\$5,000,000.00) per occurrence. The insurance policy wording shall contain no exclusion related to services or work in proximity of railway tracks or any such exclusion shall be removed by endorsement. Such insurance shall include VIA as “additional insured” but only with respect to the Applicant work under this Agreement, and shall contain cross, contractual and non-owned automobile liability coverage.
- 17.2. The policies mentioned in Section 17 “Insurance” must include a rider specifying an obligation to serve VIA sixty (60) day written notice of any important modification or any resiliation of coverage. The automobile insurance shall have a standard thirty (30) day written notice.
- 17.3. Prior to the commencement of this Agreement, the Applicant shall provide VIA with insurance certificate issued with VIA as an additional insured, dated and signed by an authorized representative of the Applicant’s insurers and evidencing all insurance requirements mentioned above including, if applicable, that services or work near tracks ARE NOT excluded under the commercial liability policy. Notwithstanding the above, VIA reserves the right to ask for a certified copy of the insurance policy mentioned under Section 17 “Insurance” and the Applicant hereby agree to provide such copy within thirty (30) days of VIA’s request.
- 17.4. New insurance certificate evidencing renewal of the required insurance policy shall be submitted to VIA within thirty (30) days after renewal.
- 17.5. If the Contractor fails to obtain or maintain in force the insurance policy provided for under Section 17 “Insurance”, VIA has the right to obtain such policies of its own initiative and provide proof to the Applicant, who shall then pay the associate cost upon VIA’s request.
- 17.6. The parties agree that VIA’s silence following:
- (a) the Applicant’s failure to comply with Section 17 “Insurance” or any of its subsections, whether or not VIA is aware of such failure; or
  - (b) the Applicant’s issuance of an insurance certificate or a policy that fails to comply with the requirements contained in this Agreement,
- does not exonerate the Applicant from these failures, nor does it constitute a waiver of the Applicant’s obligations by VIA.



- 17.7. The acquisition and maintenance of the above insurance by the Applicant and its Representatives shall in no manner be construed as to restrict or waive the liabilities, responsibilities or obligations of the Applicant and its Representatives under this Agreement.
- 17.8. With regard to this Agreement, any failure by the Applicant to comply with the obligations provided for under Section 17 “Insurance”, or any of its subsections, shall be deemed to be a material and substantial breach of this Agreement. In such circumstances, VIA may withhold all sums and payments owed to the Applicant, in addition to all rights stipulated by law or by this Agreement, until such failure has been corrected by the Applicant.

## **18. CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING**

- 18.1. The Applicant and its Representatives shall maintain confidential all information pertaining to VIA and its Representatives and this Agreement acquired before, during and after the term of this Agreement, and all reports, specifications, drawings and other documentation produced hereunder, and shall not disclose or use same for any purposes other than for the performance of the obligations of this Agreement.
- 18.2. The Applicant agrees to comply with all applicable federal and provincial laws relative to the protection of personal information with respect to this Agreement.
- 18.3. This Agreement and the information contained herein are confidential, subject to the provisions of the *Access to Information Act*, R.S.C. (1985), c. A-1 and the *Privacy Act*, R.S.C. (1985), c. P-2
- 18.4. The provisions of Sections 18.1, 18.2 and 18.3 of this Agreement shall survive the expiration or any termination of this Agreement.

## **19. NO ASSIGNMENT**

- 19.1. This Agreement is binding upon VIA and its Representatives and upon the Applicant and its Representatives. However, neither this Agreement, in whole or in part, nor any right, interest or privilege granted hereunder may be assigned or sublicensed without the prior written consent of VIA (unless it is to a parent subsidiary or affiliate of the Applicant as defined in the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 in which case no consent is required). Said consent may not be unreasonably withheld.

## **20. NOTICES**

- 20.1. Unless otherwise specified, all notices, accounts, statements, reports, documents or instructions to be given by any party under the terms of this Agreement must be given in writing at the following address:

**VIA: VIA RAIL CANADA INC.**  
[INSERT VIA’S ADDRESS]

Contract No.: [INSERT VIA'S CONTRACT NUMBER]  
Attention: [INSERT VIA'S CONTRACT ADMINISTRATOR'S  
 NAME],  
 [INSERT HIS / HER TITLE]  
 [INSERT HIS / HER FACSIMILE NUMBER]

**Applicant:** [INSERT THE APPLICANT'S NAME]  
 [INSERT THE APPLICANT'S ADDRESS]  
 Contract No.: [INSERT VIA'S CONTRACT NUMBER]  
Attention: [INSERT THE APPLICANT'S CONTRACT  
 ADMINISTRATOR'S NAME],  
 [INSERT HIS / HER TITLE]

With a second copy to:  
 Attention: Jennifer Alexander, Acting Clerk

- 20.2. Notice shall be sufficiently given if delivered by courier or facsimile, or if mailed by prepaid registered mail to the above address or to such other place as may be specified in writing. Any notice or other document, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender, and if mailed, on the third business day following the date on which it was mailed. In the event of an actual or imminent disruption of postal service in Canada, the notice shall be delivered by courier.

## 21. REMOVAL OF WORKS

- 21.1. Prior to the expiry of this Agreement or, in the event of cancellation of this Agreement, the Applicant shall, within a period of six (6) months, at its risk and expense, remove from VIA's property all Works constructed under this Agreement. Should the Applicant fail to comply with the requirements of this Section, VIA reserves its right, without restriction, to do the work that the Applicant should have done in accordance with this Section, or to have the work done, at the risk and expense of the Applicant. Under such circumstances, all the material located on VIA's property shall become the property of VIA, without compensation to the Applicant and without prejudice to VIA's right to recourse against the Applicant for compensation for any costs or damages incurred by VIA as a result of VIA's default.
- 21.2. In the event that the Works must be removed and changed to another type of work, such as a sound barrier, such removal, change and mitigation action to avoid trespassing will be at the sole Applicant's expense.

**22. TITLE OF THE PREMISES**

- 22.1. The Applicant agrees not to register this Agreement or to file or to register any caveat or other encumbrance based on this Agreement against the title of the Premises without first obtaining VIA's written consent.

**23. APPLICABLE LAWS**

- 23.1. This Agreement shall be governed by and constructed in accordance with the laws of the province where the Works are executed and the laws of Canada applicable therein, without giving effect to any choice or conflict of law, rules and other provisions (whether in this province or in any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of this province.

**24. FULL AND ENTIRE CONTRACT**

- 24.1. The parties acknowledge that this Agreement faithfully constitutes the expression of their will and their common intention and is, therefore, the complete and entire agreement between the parties.
- 24.2. It is understood that any Extrinsic Element does not represent the expression of the will of the parties nor their common intention and will not be used for the interpretation or application of this Agreement (or both).
- 24.3. Accordingly, the parties expressly agree not to adduce any Extrinsic Element as evidence in any dispute or litigation between the parties arising from or related to, notably, the interpretation or the application of this Agreement (or both).

**25. AMENDMENT**

- 25.1. In no case shall this Agreement be amended without the written consent of the parties.

**26. SURVIVAL OF THE OBLIGATIONS**

- 26.1. All obligations and liabilities that, by their nature, shall survive the termination or expiration of this Agreement shall remain in full force and effect.

**27. ACKNOWLEDGMENT**

- 27.1. The parties acknowledge that:
- 27.1.1. this Agreement is written in easily legible type in plain language that is easily understood by the parties and constitutes the expression of will of the parties. The parties have entirely read and understood this Agreement. If needed, the parties

received adequate explanations on the nature and scope of the clauses in this Agreement from an advisor of their choice; and

- 27.1.2. the parties negotiated this Agreement jointly and this Agreement shall be construed neither against nor in favour of either party, but rather so that each clause is given the meaning derived from this Agreement as a whole.

## 28. COUNTERPARTS

Each counterpart of this Agreement may be provided in electronic format and shall be deemed to be an original when duly signed by the parties, it being understood, however, that all of these counterparts shall constitute one and same agreement.

## 29. LANGUAGE

- 29.1. It is upon the express wish and agreement of the parties that this Agreement is written in the English Language. *Ce contrat est rédigé dans la langue anglaise selon la volonté et l'entente expresses des parties.*

We have understood, consented and signed this Agreement.

<b>VIA RAIL CANADA INC.</b>		<b>[INSERT THE APPLICANT'S NAME]</b>	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Location:		Location:	
Date:		Date:	

**APPENDIX “A”**

**PLAN OF THE WORKS**

*See attached document*

VIA	Applicant
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**APPENDIX “B”****PERMISSION TO ACCESS VIA’S PROPERTY  
AND RELEASE OF LIABILITY**

In consideration of VIA permitting the Applicant and its Representatives to enter upon the Premises for the purposes of [INSERT THE PURPOSE OF THIS PERMISSION] (hereinafter the “**Permission**”) at Mile [INSERT THE MILEAGE] on the [INSERT THE NAME OF THE SUBDIVISION] Subdivision.

The Applicant and its Representatives shall fully indemnify and save harmless VIA and its Representatives and shall furthermore act as warrantor and take up VIA and its Representatives’ defence to answer for all financial consequences for all Claims including those for bodily injuries, death and any Claims of third parties, from whatever source, nature and kind in any manner, howsoever arising with respect to the Applicant and its Representatives’ obligations under the Contract provided that the Applicant may assert any valid defense against a third party Claim and the Applicant is not a warrantor with respect to the negligent acts or omissions of VIA and its Representatives where the Applicant has duly performed its obligations under the Contract.

The Applicant and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by VIA and its Representatives, the imposition of any liability on VIA and its Representatives without VIA’s prior and express written consent. VIA and its Representatives agree that in no event they will enter into any settlement which involves the admission of liability by the Applicant and its Representatives, the imposition of any liability on the Applicant and its Representatives without the Applicant’s prior and express written consent.

The Applicant and its Representatives are liable for any material loss resulting from their actions, omissions, fault and negligence.

The Applicant and its Representatives shall waive all Claims it may have against VIA and its Representatives, including but not limited to, Claims arising out of an accident, Claims for the damage or the loss of machinery or of equipment brought on the Premises, or otherwise resulting from VIA and its Representatives’ operations, ownership, use or possession of any property, or any person under VIA and its Representatives’ control, provided the claim does not arise from VIA and its Representatives’ wilfully reckless act or act of gross negligence.

Claims referred to herein shall include any awards made against VIA and its Representatives under any statute for the protection of workmen.

The Applicant and its Representatives shall not, at any time and in any way, obstruct or impede the operation, the maintenance or the enjoyment of VIA’s property by VIA and its Representatives or foul the track with equipment and shall act with care and diligence at all times. If VIA deems, without restriction, that the Works being undertaken or the method used to undertake the Works

VIA	Applicant
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will impede VIA in any way, VIA may order the Works stopped, recommend a different methodology, require that adequate protective measures be taken and generally impose any measures or any combination of measures that VIA may deem necessary under the circumstances. The Applicant shall comply with the requirement of this Section, at its risk and expense and without recourse against VIA.

The Applicant and its Representatives shall comply with and conform to all VIA's rules and regulations regarding security and behavior on the Premises and railway right of way including all orders, rules and regulations of the Department of Transport and of the Canadian Transportation Agency or other authority having jurisdiction respecting the Premises, the goods and property placed and stored therein, the activities pursued thereon and the use of such Premises by the Applicant.

In no case shall the Applicant and its Representatives perform work on VIA's property or any work that could affect VIA's property without an agent of VIA present, at the expense of the Applicant.

Under no circumstances may equipment be used within ten (10) meters of the nearest track without flagging protection provided by VIA at the expense of the Applicant. For greater certainty, whether the Applicant request VIA to provide flagging protection or not, the costs of this protection shall be assumed exclusively by the Applicant. If the Applicant specifically requests VIA to provide flagging protection, VIA's services will be invoiced to the Applicant. The minimum distance of ten (10) meters may be increased/decreased by VIA, dependent on the type of work to be done. Said protection must be arranged at least ten (10) working days in advance of the beginning of the work.

VIA	Applicant
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## The Corporation of the Town of Tecumseh

Financial Services

**To:** Mayor and Members of Council

**From:** Tom Kitsos, Director Financial Services & Chief Financial Officer

**Date to Council:** December 13, 2022

**Report Number:** FS-2022-13

**Subject:** Administrative Fees and Charges 2023

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### Recommendations

It is recommended:

**That** By-law No. 2022-99 being a by-law prescribing a tariff of administrative fees and charges for 2023 **be approved**.

### Background

Council has annually approved a by-law of Administrative Fees and Charges to be charged by departments for various municipal goods, programs and services.

As part of the 2006 budget process Council approved increasing fees and charges annually reflective of the previous year's Consumer Price Index (CPI) increase.

### Comments

As per Council's direction, fees and charges are raised annually to reflect the increase in CPI over the course of the year. The CPI increase for September 2022 over September 2021 is 7% (2021 over 2020 was 4%) based on the Ontario All Items Index.



Administration reviewed circumstances where an increase or other adjustment not equal to CPI might be considered including where:

- Fees have not changed for a number of years
- The current fee does not cover all municipal costs
- A new fee for service would be appropriate, and
- Fees are not competitive with other service providers

The 2022 Administrative Fees and Charges By-law included a freeze for rates in areas that were hit particularly hard by the pandemic. All fees in Schedule F, Parks and Recreation, were maintained at 2021 levels with only limited exceptions.

Fees covered by specific legislation, i.e. water, wastewater and building permit fees, are dealt with separately.

A complete list of rates comparing 2023 proposed and 2022 actual rates is attached as schedules “A” to “H” of By-law 2022-99.

## Highlighted Changes

Specific changes to the Fees and Charges Schedules are highlighted below, including:

- A. Rate changes not equal to the general CPI rate increase, because of one of the following:
- Pricing methodology, i.e. round-dollar increments either before or after applicable taxes to facilitate marketing or cash handling respectively
  - Actual service/product costs
  - Matching competitor rates
  - Rates had not changed for several years

B. New Fees and Charges

### Schedule A: General Administration

A. Rate changes not equal to the general CPI rate increase

No increases in Town paraphernalia cost for 2023.

Marriage Licenses – no increase from 2022. Fees are set out in a separate by-law and included in Fees & Charges for ease of reference.

Burial Permit increase to reflect actual cost.

Refund or Misdirected Payment Fee increase to reflect actual cost.

### Schedule B: Community Safety

A. Rate changes not equal to the general CPI rate increase

Code compliance inspection of apartments, boarding and lodging houses made under retrofit, apartments in single family dwelling increase to reflect actual cost.

Fire scene photographs on memory stick increase to reflect storage media provided.

Rental rates:

Room rental increase to reflect increase cleaning cost

Training Tower increase to reflect maintenance cost

Smokehouse decrease reflects savings in operating cost

Confined space decrease reflects users providing own rescue personnel

B. New Fees and Charges

Property Inspection by Request

Review and Inspection of New Construction/Development Applications

Fire Incident Report Copy

Fire Investigation Report

Fire Safety Plan Review

Risk Safety Management Plan Review

Schedule C: Police Services

A. Rate changes not equal to the general CPI rate increase

Technical Traffic Collision Report and Reconstructionist Report increases to reflect OPP Fee Schedule.

Schedule E: Public Works and Engineering Services

A. Rate changes not equal to the general CPI rate increase

Weed cutting increase to reflect actual cost.

General labour charges per hour increase to reflect actual cost.

Schedule F: Community and Recreation Services

A. Rate changes not equal to the general CPI rate increase

Park Pavilion Hourly Rental Rate increase to achieve round dollar fee.

All Other Park Pavilion Rates maintained at 2021 rates.

Summer Weekend Ice Rental increase to be more reflective of increased operating costs during those periods.

Swim Passes maintained at 2021 rates.

Commemorative Programs maintained at 2021 rates.

Special Event fees maintained at 2021 rates.

Public Skating maintained at 2021 rates for most categories.

B. New Fees and Charges

St. Clair Beach Community Centre Room Rentals – Seasonal Contract

Arena Floor (Non-Ice Rental) – Multiple Day Rental

Schedule G: Public Works Water Division

A. Rate changes not equal to the general CPI rate increase

Water Meters increase to reflect actual cost.

Service Calls increase to reflect Water Operator cost.

Watermain Service Tap increase to reflect actual cost.

Inspection of Private Development Watermains increase to reflect actual cost.

Schedule H: Tecumseh Transit

Rates maintained at 2022 levels.

## Consultations

All Departments

## Financial Implications

The net revenue impact from recommended changes in Administrative Fees and Charges was considered during the 2023 budget process.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Schedule A: General Administration
2	Schedule B: Community Safety
3	Schedule C: Police Services
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5	Schedule E: Public Works
6	Schedule F: Community and Recreation Services
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**Schedule A - General Administration**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting	\$ 44.47	\$ 41.60	Y
Photocopies (per page)			
a) 11inch X 17 inch	\$ 0.74	\$ 0.69	Y
b) 11inch X 17 inch (Colour)	\$ 2.95	\$ 2.76	Y
c) 8-1/2 inch x 11 inch	\$ 0.20	\$ 0.19	Y
d) 8-1/2 inch x 11 inch (Colour)	\$ 1.48	\$ 1.38	Y
e) 8-1/2 inch x 14 inch	\$ 0.68	\$ 0.64	Y
f) 8-1/2 inch x 14 inch (Colour)	\$ 1.97	\$ 1.84	Y
g) Bound publications	\$ 9.83	\$ 9.20	Y
Maps, plans on plotter - per square foot	\$ 3.93	\$ 3.68	Y
Maps, plans on plotter - per square foot (Colour)	\$ 6.88	\$ 6.44	Y
Large Format Scanning - per square foot	\$ 4.67	\$ 4.37	Y
Geo-referenced data (reference Policy #43)		-	-
a) Each Segment (layer)	20% of cost	20% of cost	Y
b) Per parcel/entity	\$ 0.22	\$ 0.21	Y
c) Data production service fee	\$ 61.59	\$ 57.61	Y
Digital data on CD/DVD	\$ 61.59	\$ 57.61	Y
Compliance Reports		-	-
a) Building	\$ 90.00	\$ 80.00	N
b) Fire	\$ 75.00	\$ 69.95	N
c) Public Works	\$ 75.00	\$ 70.00	N
d) Tax Certificates	\$ 80.00	\$ 75.00	N
Municipal Paraphernalia		-	-
a) Town pins - each	\$ 0.44	\$ 0.44	Y
b) Town golf shirts - each	\$ 22.79	\$ 22.79	Y
c) Baseball Caps	\$ 9.29	\$ 9.29	Y
d) Town of Tecumseh flags	\$ 33.76	\$ 33.76	Y
e) Canadian flags	\$ 35.40	\$ 35.40	Y
f) Ontario flags	\$ 55.75	\$ 55.75	Y
Return Cheque	\$ 30.00	\$ 30.00	N
Burial permit	\$ 30.00	\$ 15.50	N
Marriage License	\$ 135.00	\$ 130.00	N
Reprint Tax Bills	\$ 10.00	\$ 10.00	N
Tax Registration administration fee (plus costs)	\$ 320.00	\$ 300.00	N
Refund or Misdirected Payment Fee	\$ 25.00	\$ 20.00	N
By-Law Enforcement Administration Fee		-	-
Corrective work performed under any Town of Tecumseh By-law	\$ 140.00	\$ 130.00	N

### Schedule B - Community Safety

#### By-Law No. 2022-99

Type of Fee	2023 Fees	2022 Fees	HST
Property Inspection by request; Determination of occupancy); Licensing (Liquor Licensing ); Change in property use	\$ 200.00	\$ -	Y
Review and inspection of new construction / development applications (collected with certain application fees under Schedule D)	\$ 350.00	\$ -	Y
Code compliance inspection of apartments, boarding and lodging houses made under retrofit, apartments in single family dwelling			
a) Property owner's request	\$ 350.00	\$ 280.34	Y
b) From complaint where violations are found	\$ 500.00	\$ 420.51	Y
Follow-up Inspection where deficiencies remain outstanding	\$ 160.00	\$ 150.00	Y
Fire assistance for private standby beyond normal fire protection at Commercial or Industrial premises, per hour per manned apparatus (minimum 1 hour)	Current MTO rate	Current MTO rate	Y
Fire scene photographs on memory stick (per incident)	\$ 25.00	\$ 10.10	Y
Fire incident report copy, at owner's request (per incident)	\$ 25.00	\$ -	Y
Fire investigation report, at owner's request	\$ 500.00	\$ -	Y
Fire safety plan review	\$ 100.00	\$ -	Y
Risk Safety Management Plan Review Level 1 Propane Facility	\$ 100.00	-	-
Risk Safety Management Plan Review Level 2 Propane Facility	\$ 2,000.00	\$ 1,838.94	Y
Engineering Peer Review of RSMP, in addition to fees above	cost +5%	cost +5%	Y
Room Rental (per day) <b>See NOTE 1</b>	\$ 200.00	\$ 151.37	Y
Training tower rental (per day) <b>See NOTE 1</b>	\$ 400.00	\$ 358.81	Y
Smokehouse rental (per day) <b>See NOTE 1</b>	\$ 400.00	\$ 470.91	Y
Confined space course (per day) <b>See NOTE 1</b>	\$ 200.00	\$ 476.56	Y
False Alarm			
a) Fire Alarm Registration	\$ 30.00	\$ 26.00	Y
b) At Fault False Alarm, per hour per apparatus responding (minimum 1 hour)	Current MTO rate	Current MTO rate	N
	\$ -	-	Y

**NOTE 1: Fee does not apply to Mutual Aid partner agencies**

**Schedule C - Police Services**

**By-Law No. 2022-99**

<b>Type of Fee</b>	<b>2023 Fees</b>	<b>2022 Fees</b>	<b>HST</b>
Criminal Record, Police Record & Vulnerable Sector Check - Employment	\$ 41.00	\$ 41.00	N
Duplicate Copy of Criminal and Police Record Check	\$ 9.74	\$ 9.74	Y
Criminal Record, Police Record & Vulnerable Sector Check - Volunteer	no charge	no charge	n/a
Occurrence Confirmation Reports/Incident Reports	\$ 52.21	\$ 52.21	Y
Technical Traffic Collision Report	\$ 1,678.76	\$ 1,384.07	Y
Reconstructionist Report	\$ 3,109.74	\$ 2,582.30	Y



## Schedule D - Development Services

## By-Law 2022- 99

Type of Fee	Column1	2023 Fees	2022 Fees	HST
Application for Consent per severed lot <b>See Note 1</b>		\$ 694.85	\$ 650.00	N
Change a Conditional approval		\$ 165.70	\$ 155.00	N
Special Meeting Fee		\$ 694.85	\$ 650.00	N
Application Fee Minor Variance		\$ 694.85	\$ 650.00	N
Application Fee Official Plan Amendment	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,958.70	\$ 2,800.00	-
Application Fee Zoning By-law Amendment Regulation	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,958.70	\$ 2,800.00	-
Application Fee Zoning By-law Amendment Minor <b>See Note 2</b> <b>See Note 2</b>	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,479.35	\$ 1,400.00	-
Application Fee Holding removal By-law		\$ 855.20	\$ 800.00	N
Application Fee Temporary Use By-law	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,479.35	\$ 1,400.00	-
Application Fee Renewal Temporary Use By-law		\$ 860.55	\$ 805.00	N
Application Fee Plan of Sub-division/Condominium	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,958.70	\$ 2,800.00	-
Application Fee Part Lot Control By-law		\$ 855.20	\$ 800.00	N
Application Fee Development Control Agreement New	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 3,500.00	\$ 3,500.00	-
	Total	\$ 5,958.70	\$ 5,800.00	-
Application Fee Development Control Agreement Amendment	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,729.35	\$ 1,650.00	-

**Schedule D - Development Services****By-Law 2022- 99**

Application Fee Site Plan Control Agreement new	Fee	\$ 2,458.70	\$ 2,300.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 2,958.70</b>	<b>\$ 2,800.00</b>	-
Application Fee Site Plan Control Agreement Major	Fee	\$ 1,229.35	\$ 1,150.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 1,729.35</b>	<b>\$ 1,650.00</b>	-
Application Fee Site Plan Control Agreement Minor <b>See Note 3</b> <b>See Note 3</b>	Fee	\$ 855.20	\$ 800.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 1,355.20</b>	<b>\$ 1,300.00</b>	-

**Note 1:** Where multi-lot development is proceeding by consent, one application and **\$700.00 fee** will be required per each new, individual lot proposed to be created.

**Note 2:** A minor zoning by-law amendment application is proposed to include the following: For sites currently zoned Agricultural - any addition to the permitted range of users; for sites already zoned - any change to existing regulations.

**Note 3:** Upon the depletion of the **\$500.00** deposit amount required to cover the costs for outside technical services (including but not limited to, engineering and legal services), the applicant will be required to submit an additional deposit of **\$500.00**. All costs incurred by the Town for outside technical services over and above the deposit will be reimbursed to the Town by the applicant.

**Schedule E - Public Works & Engineering Services**

**By-Law No. 2022-99**

Type of Fee	Column1	2023 Fees	2022 Fees	HST
Sanitary Sewer Inspections				
a) within road and 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 2,149.00</b>	-
b) beyond 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 1,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 1,149.00</b>	-
Storm Sewer Inspections				
a) within road and 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 2,149.00</b>	-
b) beyond 5 ft back of curb	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 2,000.00	\$ 1,000.00	-
	Total	<b>\$ 2,160.00</b>	<b>\$ 1,149.00</b>	-
Curb Cuts	Fee	\$ 80.00	\$ 75.00	N
	Indemnity	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 580.00</b>	<b>\$ 575.00</b>	-
Road Crossings	Fee	\$ 315.00	\$ 295.00	N
	Indemnity	\$ 2,000.00	\$ 2,000.00	-
	Total	<b>\$ 2,315.00</b>	<b>\$ 2,295.00</b>	-
Culverts	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 500.00	\$ 500.00	-
	Total	<b>\$ 660.00</b>	<b>\$ 649.00</b>	-
Weed cutting				
a) minimum charge	-	\$ 435.00	\$ 358.80	Y
b) hourly rate	-	\$ 500.00	\$ 413.92	Y
Construct a paved driveway entrance	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	<b>\$ 1,160.00</b>	<b>\$ 1,149.00</b>	-
Construct an unpaved driveway entrance	Fee	\$ 160.00	\$ 149.00	N
	Indemnity	\$ 1,000.00	\$ 1,000.00	-
	Total	<b>\$ 1,160.00</b>	<b>\$ 1,149.00</b>	-
Signs				
a) Handicap, Fire Route & No Parking	-	\$ 70.00	\$ 63.44	N
b) Sign Posts	-	\$ 25.00	\$ 63.44	N
General labour charges per hour	-	\$ 107.33	\$ 79.65	Y
Drainage Tiles Inspection	-	\$ 74.83	\$ 70.00	N
Municipal Drain Apportionment Agreement	-	\$ 208.46	\$ 195.00	N
Inspection of Private-Development-Services installed in ROW				
a) Minimum charge (3)		\$ 1,200.00	\$ 1,200.00	N
Emily Project Access Point (EPAP)		\$ 40.00	\$ 40.00	N

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Park Pavilion Rental	-	-	-
a) Private Use	\$ 119.00	\$ 119.00	Y
b) Commercial Corporations	\$ 204.00	\$ 204.00	Y
c) School Use	\$ 60.00	\$ 60.00	Y
d) Lacasse Pavillion/Leisure Pool Rental Combo	\$ 60.00	\$ 60.00	Y
e) Hourly Rental (Outdoor Program Instruction)	\$ 17.70	\$ 15.00	Y
Room Rentals - Arena	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat)	\$ 42.00	\$ 42.00	Y
b) Private use - Horwood Room (Flat)	\$ 145.00	\$ 140.00	Y
c) Private use - Horwood Room (Hourly)	\$ 30.00	\$ 28.50	Y
d) Private use - Centre Ice Room (Flat)	\$ 163.00	\$ 158.00	Y
e) Private use - Centre Ice Room (Hourly)	\$ 36.00	\$ 33.50	Y
f) Private use - Centre Ice Room Seasonal Contract (Hourly)	\$ 33.50	\$ 32.00	Y
g) Private use - Boardroom (Hourly)	\$ 16.30	\$ 15.30	Y
h) Lobby (Flat)	\$ 26.50	\$ 25.00	Y
i) Kitchen with room rental (Flat)	\$ 25.00	\$ 25.00	Y
j) Kitchen only (Hourly)	\$ 16.50	\$ 15.50	Y
k) Kitchen only (Flat)	\$ 64.00	\$ 60.00	Y
l) Security Deposit for Large Rentals (100 + attendees)	\$ 200.00	-	N
m) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 500.00	N
n) Facility Staff Set-Up & Clean-Up 2 staff for 1 hour	\$ 66.00	\$ 62.00	Y
Audio Visual Equipment	-	-	-
a) Overhead Projector & screen (arena use only) (per day)	\$ 27.25	\$ 25.50	Y
b) Podium/Sound System (per day)	\$ 27.25	\$ 25.50	Y
c) Movie Screen System (4-hours)	\$ 280.00	\$ 260.00	Y
Room Rentals - St. Clair Beach Community Centre	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat 1 room)	\$ 42.00	\$ 42.00	Y
b) Private use - 1 Room (Flat)	\$ 150.00	\$ 145.00	Y
c) Kitchen (Flat)	\$ 26.50	\$ 25.00	Y
d) Private Use - 1-Room (Hourly)	\$ 33.00	\$ 31.50	Y
e) Private Use - 2-Room (Hourly)	\$ 53.00	\$ 50.00	Y
f) Entire Building - All Day Use	\$ 280.00	\$ 265.00	Y
g) Seasonal Contract (Hourly) 1-Room	\$ 31.50	-	Y
h) Seasonal Contract (Hourly) 2-Room	\$ 50.00	-	Y
i) Security Deposit for Large Rentals (100+ attendees)	\$ 200.00	-	Y
g) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 500.00	N
Parks Commemorative Program	-	-	-
a) Park Bench with new concrete pad	\$ 2,000.00	\$ 2,000.00	N
b) Park Bench existing	\$ 1,600.00	\$ 1,600.00	N
c) Tree Planting donation	\$ 500.00	\$ 500.00	N
d) Tree Planting donation with Plaque	\$ 850.00	\$ 850.00	N
e) Park Bench renewal (10-years, same bench, same plaque)	\$ 1,000.00	\$ 1,000.00	N
Court Keys	-	-	-
a) Tennis Court	\$ 28.10	\$ 27.00	Y
b) Tennis Court (1/2 season starting Sept. 1st)	\$ 14.16	\$ 13.25	Y
c) Pickleball/per person	\$ 28.10	\$ 27.00	Y
d) Pickleball/per person (1/2 season starting Sept. 1st)	\$ 14.16	\$ 13.50	Y
e) Tennis/Pickleball Combo Key/per person	\$ 45.13	\$ 43.00	Y
f) Tennis/Pickleball Combo Key/per person (1/2 season)	\$ 22.57	\$ 21.00	Y
g) Lost Key Replacement	\$ 12.00	\$ 12.00	Y
h) Association court time access	Negotiated	Negotiated	
i) Pickleball/person (association Member)	\$ 15.93	\$ 15.00	Y

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Special Event - Lakewood Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)*	\$ 500.00	\$ 500.00	Y
Special Event 1 day	\$ 1,000.00	\$ 1,000.00	Y
Special Event 2 day	\$ 1,750.00	\$ 1,750.00	Y
Special Event 3 day	\$ 2,250.00	\$ 2,250.00	Y
Special Event 4 day	\$ 2,750.00	\$ 2,750.00	Y
Wedding Ceremonies (Lakewood South)	\$ 250.00	\$ 250.00	Y
Wedding Receptions (Lakewood South)	\$ 750.00	\$ 750.00	Y
Special Event - Lacasse Park/McAuliffe Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)	\$ 500.00	\$ 500.00	Y
Special Event 1 day	\$ 750.00	\$ 750.00	Y
Non-profit Triathlon/Cross country/Walkathon Park	-	-	-
Rental (per hour - maximum 5 hours)	\$ 87.50	\$ 87.50	Y
School (per hour - maximum 5 hours)	\$ 52.00	\$ 52.00	Y
Additional Special Event Charges	-	-	-
Special Event - Hosted in Municipal Parking Lot	\$ 200.00	\$ 200.00	Y
Building Key Deposit	\$ 200.00	\$ 200.00	Y
Security Deposit for Noise Bylaw Exemptions	\$ 500.00	\$ 500.00	N
Mapping services (IT Department) - 3 hours	\$ 135.00	\$ 135.00	Y
Food/Beverage Sales	\$ 260.00	\$ 260.00	Y
Greenspace Parking	\$ 1,000.00	\$ 1,000.00	Y
Greenspace Parking - damage deposit	\$ 500.00	\$ 500.00	N
Special Event Hydro (Per day)	\$ 200.00	\$ 200.00	Y
Garbage collection Town Staff (per can/per day)	\$ 3.00	\$ 3.00	Y
Special Event Set-up & Take down (per day)	\$ 320.00	\$ 320.00	Y
Special Event Tent rental (15'x15' - 1 - 3 days)	\$ 230.00	\$ 230.00	Y
Temporary Stage	\$ 300.00	\$ 300.00	Y
Security Fencing:			
8ft high x 6ft wide Panels			
3.5ft high x 7ft wide Panels	-	-	-
a) Per Panel (1 - 5 day event) delivered only	\$ 4.00	\$ 3.75	Y
b) Per Panel (1 month) delivered only	\$ 7.50	\$ 7.00	Y
c) Per Panel (1 - 5 day event) installed	\$ 6.50	\$ 6.00	Y
d) Per Panel (1 month) installed	\$ 10.00	\$ 9.25	Y
Sports Fields rental (Max 4 hr block)	-	-	-
Ball Diamond - Adult	\$ 40.00	\$ 37.17	Y
Ball Diamond - Youth	\$ 24.00	\$ 22.12	Y
Ball Diamond with lights - Adult	\$ 61.50	\$ 57.52	Y
Ball Diamond with lights - Youth	\$ 39.00	\$ 36.28	Y
Soccer Pitch - Adult	\$ 40.00	\$ 37.17	Y
Soccer Pitch - Youth	\$ 24.00	\$ 22.12	Y
User Group: per registrant (Ball/Soccer)	\$ 5.00	\$ 5.00	N

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Ice Rental - hourly	-	-	-
Ice Rental - Prime Time ( <b>effective April 1</b> ) Monday to Friday; 3:30 PM to Midnight All day Saturday & Sunday	\$ 179.96	\$ 173.76	Y
Ice Rental - Non- Prime Time ( <b>effective April 1</b> ) Monday to Friday, 6:00 AM to 3:30 PM	\$ 138.36	\$ 138.36	Y
1-8 people: Non-Prime 6am-3pm (Party / small group instruction)	\$ 120.00	\$ 118.89	Y
1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches)	\$ 78.91	\$ 78.91	Y
Summer Weekend Sat/Sun	\$ 138.36	\$ 118.89	Y
Tournament/Event booking 35 hrs or more April - Aug	\$ 120.00	\$ 118.89	Y
Municipal or Municipal partnership program Apr - Aug	\$ 120.00	\$ 118.89	Y
Lifecycle Hourly Capital Surcharge	\$ 5.00	\$ 5.00	Y
Lifecycle Hourly Capital Surcharge for 1/3 and 1/2 ice	\$ 2.50	\$ 2.50	Y
Public Skating	-	-	-
Open/Parent & Tot/Adult Skate	\$ 3.76	\$ 3.54	Y
Additional Parent/tot	\$ 1.77	-	
Open/Parent & Tot/Adult Skating Card (10 skates + 5 bonus)	\$ 37.61	\$ 35.40	Y
Family rate (up to 5)	\$ 11.73	\$ 11.06	Y
Figure Skating Practice (day use if available)	\$ 8.85	\$ 8.85	Y
Sponsorship (per hour)	\$ 278.76	\$ 265.49	Y
Weekend Public Skating - Individual	\$ 4.43	\$ 4.43	Y
Weekend Public Skating - Family (up tp 5 people)	\$ 13.27	\$ 13.27	Y
Weekend Public Skating - Individual Season Pass	\$ 70.80	\$ 70.80	Y
Weekend Public Skating - Family Season Pass	\$ 212.39	\$ 212.39	Y
Shinny Hockey (per person)	\$ 7.08	\$ 7.08	Y
Shinny Weekday Card	\$ 70.80	\$ 70.80	Y
Senior Shinney Hockey	\$ 5.31	\$ 4.43	Y
Arena Floor (Non ice rentals)	-	-	-
a) Special Events (Not for Profit per hour)	\$ 100.00	\$ 100.00	Y
b) Lacross/ball hockey/inline skating etc (per hour)	\$ 72.57	\$ 68.14	Y
c) Commercial Rental (per day)	\$ 1,528.50	\$ 1,528.50	Y
d) Multiple Day Rental (to be negotiated)	\$ 200.00	Negotiated	Y
Program/Rental Administration Fees	-	-	-
a) Program Transfer/Withdrawal Fee	\$ 11.06	\$ 11.06	Y
b) Rental Cancellation Fee	\$ 28.32	\$ 26.55	Y

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Marketing and Advertising	-	-	-
a) Ice Resurfacer Wrap - 3 year (Fee plus cost of wrap production/installation)	\$ 5,100.00	\$ 5,100.00	Y
b) In-Ice Advertising	\$ 1,000.00	\$ 1,000.00	Y
c) Rink Boards (Max size 32" x120", yearly contract, includes installation)	\$ 600.00	\$ 600.00	Y
d) 2nd Rink Board (Max size 32" x120", yearly contract, includes installation)	\$ 500.00	\$ 500.00	Y
e) Rink Boards Weekly Contract (Max 32" x120")	\$ 17.00	\$ 17.00	Y
f) 2nd Rink Boards Weekly Contract (Max 32" x120")	\$ 14.17	\$ 14.17	Y
g) Rink Board Ad Installation	\$ 40.00	\$ 40.00	Y
h) Illuminated Wall Panel 3' X 15' (yearly contract)	\$ 1,600.00	\$ 1,600.00	Y
i) Illuminated Wall Panel 5' x 9' (yearly contract)	\$ 1,200.00	\$ 1,200.00	Y
j) Illuminated Wall Panel 5' x 5' (A-Side) / 4x8' (B-Side) (yearly contract)	\$ 1,000.00	\$ 1,000.00	Y
k) Event Sponsorship	Negotiated	Negotiated	Y
Pool Rentals	-	-	-
a) Pool with max 24 persons	\$ 75.00	\$ 70.80	Y
b) Pool with max 49 persons	\$ 122.00	\$ 115.04	Y
c) Pool with max 74 persons	\$ 151.00	\$ 141.59	Y
d) Pool with max 100 persons	\$ 189.00	\$ 176.99	Y
e) Pool & Slide with max 24 persons	\$ 132.00	\$ 123.89	Y
f) Pool & Slide with max 49 persons	\$ 179.00	\$ 168.14	Y
g) Pool & Slide with max 74 persons	\$ 208.00	\$ 194.69	Y
h) Pool & Slide with max 100 persons	\$ 245.00	\$ 230.09	Y
i) Pool & Tot Pool with max 24 persons	\$ 118.00	\$ 110.62	Y
j) Pool & Tot Pool with max 49 persons	\$ 165.00	\$ 154.87	Y
k) Pool & Tot Pool with max 74 persons	\$ 203.00	\$ 190.27	Y
l) Pool & Tot Pool with max 100 persons	\$ 222.00	\$ 207.97	Y
m) Pool, Tot Pool and Slide with max 24 persons	\$ 175.00	\$ 163.72	Y
n) Pool, Tot Pool & Slide with max 49 persons	\$ 217.00	\$ 203.54	Y
o) Pool, Tot Pool & Slide with max 74 persons	\$ 255.00	\$ 238.94	Y
p) Pool, Tot Pool & Slide with max 100 persons	\$ 269.00	\$ 252.21	Y
q) Pool, Tot Pool & Slide full capacity (224)	\$ 331.00	\$ 309.73	Y
r) Training Room (Hourly)	\$ 31.00	\$ 29.20	Y
Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages)	-	-	-
a) One Pool with Party Room & Staff	\$ 127.00	\$ 119.47	Y
b) One Pool & Slide with party Room & Staff	\$ 184.00	\$ 172.57	Y
c) Two Pools with Party Room & Staff	\$ 170.00	\$ 159.29	Y
d) Two Pools & Slide with Party Room & Staff	\$ 227.00	\$ 212.39	Y
e) Recreation Swim with Party Room & Staff	\$ 110.00	\$ 103.54	Y
f) Recreation Swim & Slide with Party Room & Staff	\$ 136.00	\$ 127.43	Y

**Schedule F - Community & Recreation Services**  
**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
Public Swim	-	-	-
a) Tot Time - Adult and 1 child	\$ 3.98	\$ 3.98	Y
b) Tot Time - each additional child	\$ 1.77	\$ 1.77	Y
c) Open Rec Swim - Individual	\$ 3.10	\$ 3.10	Y
d) Open Rec Swim - Family (max 5)	\$ 9.74	\$ 9.74	Y
e) Adult Length	\$ 3.98	\$ 3.98	Y
f) Aquafit	\$ 3.98	\$ 3.98	Y
g) Waterslide	\$ 1.77	\$ 1.77	Y
h) Sponsorship	Negotiated	Negotiated	Y
Swim Card Passes Access to Recreation Swim Programs (12 ticket entries per card)	-	-	-
a) Tot Time - Adult and 1 Child	\$ 39.82	\$ 39.82	Y
b) Open Rec Swim (Individual)	\$ 30.97	\$ 30.97	Y
c) Open Rec Swim (Family) (max 5)	\$ 97.35	\$ 97.35	Y
d) Adult Lengths	\$ 39.82	\$ 39.82	Y
e) Aquafit	\$ 39.82	\$ 39.82	Y
f) Waterslide	\$ 17.70	\$ 17.70	Y
Seasonal Swim Passes Access to all Rec Swims for the summer (Tot Time, Adult Length, Aquafit, Open)	-	-	-
a) Individual Pass	\$ 66.37	\$ 66.37	Y
b) Individual Pass (1/2 season starting August 1st)	\$ 33.19	\$ 33.19	Y
c) Family Pass (max 5)	\$ 141.59	\$ 141.59	Y
d) Family Pass (max 5) (1/2 season starting August 1st)	\$ 70.80	\$ 70.80	Y
Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes)	-	-	-
a) Parent & Tot	\$ 80.00	\$ 75.00	N
b) Preschool	\$ 85.00	\$ 80.00	N
c) Rookie/Ranger/Star	\$ 80.00	\$ 75.00	N
d) Swimmer (Swimmer 1-2: 30 min. class)	\$ 80.00	\$ 75.00	N
e) Swimmer (Swimmer 3-6: 45 min. class)	\$ 85.00	\$ 80.00	N
f) Swimmer H40 ratio 1:4	\$ 106.00	\$ 100.00	N
g) Bronze Star	\$ 95.58	\$ 90.27	Y
h) Bronze Medallion	\$ 192.92	\$ 181.42	Y
i) Bronze Cross	\$ 131.86	\$ 123.89	Y
j) Swim Teams	\$ 215.00	\$ 200.00	N
k) NLS Lifeguard	\$ 287.61	\$ 269.91	Y
l) Semi-Private Swim Lessons (3 persons, each pay) per 30 min. session	\$ 10.62	\$ 9.73	Y
m) Semi-Private Swim Lessons (2 persons, each pay) per 30 min. session	\$ 14.16	\$ 13.27	Y
n) Private Swim Lessons per 30 min. session	\$ 26.55	\$ 24.78	Y
o) Adult Swim Lessons Level 1	\$ 75.22	\$ 70.80	Y
p) Adult Swim Lessons - Level 2/3	\$ 70.80	\$ 66.37	Y
q) Assistant Instructor	\$ 127.43	\$ 119.47	Y
r) Instructor School	\$ 288.50	\$ 269.91	Y
Day Camp	-	-	-
a) Weekly Rate (5 days)	\$ 155.00	\$ 145.00	N
b) Holiday Week Rate (4 days)	\$ 124.00	\$ 120.00	N
c) Daily Rate	\$ 37.00	\$ 35.00	N
d) Field Trip	\$ 18.00	\$ 15.00	N
e) Hot Lunch	\$ 7.00		
f) Specialty Camps (negotiated)	Negotiated	Negotiated	N



**Schedule G - Water Department**

**By-Law 2022-99**

Type of Fee	2023 Fees	2022 Fees	HST
<b>Unauthorized Note 1</b>	1000 + cost	1000 + cost	Y
Illegal Hook up	2000 + cost	2000 + cost	Y
Unauthorized Infrastructure work	2000 + cost	2000 + cost	Y
Unauthorized Hydrant Use	2000 + cost	2000 + cost	Y
Alteration to water service / watermain	2000 + cost	2000 + cost	Y
Damage to Town Equipment / Infrastructure	At cost	At cost	Y
Boil Water Advisory per event	At cost	At cost	N
<b>Fire Hydrants</b>	-	-	-
<b>Fire Hydrants</b>			
Private Hydrant Maintenance	At cost or \$1200	At cost or \$1200	Y
Flow Testing Public Hydrants- Inspection only	\$100 per hydrant	\$100 per hydrant	Y
Flow Testing Public Hydrants per call - Regular Hours	\$550 + \$100 per hydrant	+ \$100 per hydrant	Y
Flow Testing Public Hydrants per call - After Hours	\$900 + \$100 per hydrant	+ \$100 per hydrant	Y
<b>Water Meter</b>	-	-	-
5/8" & 3/4"	\$ 740.00	\$ 605.00	N
1"	\$ 854.00	\$ 700.00	N
1.5"	\$ 1,450.00	\$ 1,200.00	N
2"	\$ 1,650.00	\$ 1,330.00	N
larger than 2"	At cost	At cost	N
<b>Service Call</b>	-	-	-
Turn Water On/Off	\$ 100.00	\$ 100.00	N
After hours callout	\$900 + costs	\$900 + costs	N
<b>Water Service</b>	-	-	-
Watermain Service Tap - 25mm to 50mm diameter - Inspection only	\$ 550.00	\$ 450.00	N
	\$ 400.00	\$ 400.00	N
	\$ 400.00	\$ 400.00	N
Watermain Service Tap - 25mm to 50mm diameter	At cost	At cost	N
Water Service Repair - private	At cost	At cost	N
<b>Inspection of Private Development - watermains equal to or greater than 100 mm (4")</b>	-	-	-
a) Minimum charge	\$ 1,700.00	\$ 1,400.00	N
b) per metre of pipe installed	\$ 15.00	\$ 15.00	N
c) After hours inspection/commissioning - First 4 hours	\$ 800.00	\$ 720.00	N
d) After hours inspection/commissioning - Every additional hour	\$ 110.00	\$ 100.00	N
e) Weekend Sample testing	\$ 1,100.00	\$ 900.00	N
<b>Alterations/Repairs of Distribution System including Service Abandonments</b>	At cost	At cost	N
<b>Indemnity</b>			
Alterations/Repairs & Abandonment in concrete	\$ 5,000.00	\$ 5,000.00	N
Alterations/Repairs & Abandonment in asphalt	\$ 3,000.00	\$ 3,000.00	N
Alterations/Repairs & Abandonment in the boulevard	\$ 1,500.00	\$ 1,500.00	N

**Schedule H - Tecumseh Transit**

**By-Law 2022-99**

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Type of Fee	2023 Fees	2022 Fees	HST
Adult Transit Fare	\$ 2.50	\$ 2.50	N
Senior Transit Fare	\$ 2.00	\$ 2.00	N
Student Transit Fare	\$ 1.50	\$ 1.50	N
Child Transit Fare (under 5)	\$ -	\$ -	N
Veteran Transit Fare	\$ -	\$ -	N
Blind Person Transit Fare	\$ -	\$ -	N
Person Accompanying Disabled Rider Fare	\$ -	\$ -	N
Adult Monthly Bus Pass	\$ 40.00	\$ 40.00	N
Adult 6 Month Bus Pass	\$ 200.00	\$ 200.00	N
Adult 12 Month Bus Pass	\$ 400.00	\$ 400.00	N
Senior Monthly Bus Pass	\$ 35.00	\$ 35.00	N
Senior 6 Month Bus Pass	\$ 175.00	\$ 175.00	N
Senior 12 Month Bus Pass	\$ 350.00	\$ 350.00	N
Student Monthly Bus Pass	\$ 30.00	\$ 30.00	N
Student 6 Month Bus Pass	\$ 150.00	\$ 150.00	N
Student 12 Month Bus Pass	\$ 300.00	\$ 300.00	N

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022 - 100**

Being a by-law to provide for an Interim Tax Rate for the Year 2023.

**Whereas** Section 342(1)(a) of The Municipal Act 2001, S.O. 2001 c.25 provides that a local municipality may pass a by-law providing for the payment of taxes in one amount or by installments and the date or dates in the year for which taxes are imposed on which the taxes or installments are due;

**And Whereas** Section 342(1)(b) of The Municipal Act 2001, S.O. 2001 c.25 provides that a local municipality may pass a by-law providing for alternative installments and due dates in the year for which the taxes are imposed other than those established under Section 342(1)(a) to allow taxpayers to spread the payment of taxes more evenly over the year;

**And Whereas** Section 342(3) of The Municipal Act 2001, S.O. 2001 c.25 provides that a taxpayer shall pay taxes in accordance with the installments and due dates established, unless the municipality has established alternative installments and due dates, and the Treasurer receives and approves the taxpayer's request to use the alternative installments and due dates;

**And Whereas** Section 342(4) of The Municipal Act 2001, S.O. 2001 c.25 provides that where the Treasurer has approved a request for payment of taxes in alternative installments established by a municipality, the taxes of the taxpayer are payable in accordance with the alternative installments and due dates;

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

1. **That** an interim tax rate will be made for the Year 2023.
2. **That** an interim rate of 50% of the previous year's billed amount is hereby imposed and levied on all classes, less write-offs and supplementary adjustments.
3. **That** the interim tax rate on real property assessments will be due in two (2) installments; the first installment due February 24, 2023, and the second installment due April 26, 2023.
4. **That** taxpayers may apply to the Treasurer for payment of taxes in 10 equal installments on the 15th day in each of the months of February through to and including November, and that each of the said installments to be withdrawn directly from the ratepayer's bank account and deposited directly into the Town's bank account.

5. **That** this by-law shall come into force and take effect upon and after the final reading thereof.
6. **That** all by-laws not consistent with this by-law be and are hereby repealed.
7. **That** the Treasurer shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which taxes are payable [Section 343 (6)].
8. **That** this by-law shall come into force and take effect upon the third and final reading thereof.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Clerk

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022 - 101**

Being a by-law to impose late payment charges for non-payment of taxes or any installment of taxes by due date

**Whereas** under the provision of The Municipal Act 2001, S.O. 2001, c.25, Section 345 (1), a municipality may impose late payment charges for the non-payment of taxes or any installment by the due date;

**And Whereas** under the provision of The Municipal Act 2001, S.O. 2001, c.25, Section 345 (2), a percentage charge, not to exceed 1-1/4% of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default or such later date as may be prescribed;

**And Whereas** under the provision of The Municipal Act 2001, S.O. 2001, c.25, Section 345 (3) interest charges, not to exceed 1-1/4% each month of the amount of taxes due and unpaid, may be imposed for the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default;

**And Whereas** the Council of the Corporation of the Town of Tecumseh deems it expedient to impose such a penalty charge on overdue taxes and interest charge on tax arrears;

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

1. **That** overdue taxes are those taxes that have been levied in 2023 and have not been paid on or before the last day of the month payment is due.
2. **That** tax arrears are taxes that are due and unpaid after December 31st of the year in which they are levied.
3. **That** the penalty charge to be imposed on overdue taxes and the interest charge to be added to tax arrears shall be 1-1/4% per month, being 15% per annum.
4. **That** the penalty charge for overdue taxes shall be imposed on the first day of each calendar month following default, but not after December 31, 2023.
5. **That** the Treasurer shall give notice of this by-law in accordance with Section 348(2) of The Municipal Act 2001.
6. **That** the Treasurer shall add to the amount of all tax arrears due and unpaid, interest at the rate specified in paragraph 3 of this by-law effective January 1, 2023, and thereafter on the first day of each calendar month.
7. **That** no interest or penalty added to taxes shall be compounded.

8. **That** all by-laws or sections of by-laws inconsistent with this by-law be and are hereby repealed.
9. **That** this by-law shall come into force and take effect on January 1, 2023.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Clerk

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022 - 102**

Being a By-law to establish the water and wastewater rates for the year 2023

**Whereas** the *Municipal Act, 2001*, S.O. 2001, c. 25 and in particular section 391 et seq. thereof, provide, inter alia, that a municipality may pass by-laws imposing fees or other charges for services or activities provided or done by it, for use of property under its control, and for capital costs payable by it;

**And Whereas** in pursuance thereof, The Corporation of the Town of Tecumseh (Town) is desirous of enacting a by-law to impose fees or charges for use of its wastewater system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system;

**And Whereas** public notice was given on the Town's website, Facebook page and Twitter of Council's intent to give consideration to the adoption of a by-law to impose fees or charges for use of its wastewater management system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system at their regular meeting to be held on Tuesday, December 13, 2022.

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

### **Part 1: Short Title**

The short title of this by-law is the Water and Wastewater Rates By-Law.

### **Part 2: Definitions**

2.1 In this by-law, the following words or expressions shall have the following meanings:

- a) "Customer" shall include any person, firm or corporation who receives, takes, uses or agrees to receive, take or use water from the Town;
- b) "Owner" shall include any person, firm or corporation who is the registered owner of, or is entitled to any estate or interest in land to which water from the Town is supplied;
- c) "Premises or Facilities" shall include any land, house, tenement, building, lot (or part thereof), or any facility to which water is supplied by the Town; and
- d) "Town" shall mean The Corporation of the Town of Tecumseh.

**Part 3: When Rates Effective**

- 3.1 The rates and charges imposed by this by-law shall be in effect and be imposed as of January 1, 2023, and thereafter until this by-law is replaced by a successor water rates by-law or amendment hereto.

**Part 4: Water Rates and Charges**

- 4.1 Before the initial supply of water to or the additional or subsequent connection for water to any Premises or Facility within the Town, the Owner shall make application therefore, and the Owner shall pay the water connection charges prescribed by Part I to the schedule to this by-law.
- 4.2 A Customer shall pay the fixed charges for the provision and supply of water, and for maintenance of the water supply and the waterworks system, based on water meter size, as are prescribed by Part II to the schedule to this by-law.
- 4.3 In addition to the said fixed charges, a Customer shall pay the water consumption charges for metered Premises or Facilities, the water consumption charges, based on volume of water consumption, as are prescribed by Part III to the schedule to this by-law.
- 4.4 A Customer shall pay, with respect to unmetered Premises or Facilities, the flat rate water consumption charges prescribed by Part IV to the schedule to this by-law.
- 4.5 A user of a fire hydrant shall pay the hydrant rental charge prescribed by Part V to the schedule to this by-law.

**Part 5: Wastewater Collection and Treatment Rates and Charges**

- 5.1 A Customer shall pay the fixed charges for the collection and treatment of wastewater, and for maintenance of the wastewater system, based on water meter size, as are prescribed by Part II to the schedule to this by-law.
- 5.2 In addition to the said fixed charges, a Customer shall pay the wastewater collection and treatment charges with respect to metered Premises or Facilities, the wastewater collection and treatment charges, based on volume of water consumption, as are prescribed by Part VI to the schedule to this by-law.
- 5.3 A Customer shall pay, with respect to unmetered Premises or Facilities, the flat rate wastewater collection and treatment charges prescribed by Part VII to the schedule to this by-law.

**Part 6: Enforcement**

- 6.1 Water meters may be read and accounts rendered monthly, bi-monthly or on any other basis that the Town may determine. All accounts shall be deemed to be served upon the Customer or Owner if delivered or sent by ordinary mail to the Premises or Facilities supplied.



- 6.2 All accounts shall be paid by the due date stated thereon. Thereafter, late payment charges shall be added to the account, as prescribed by Part IX to the schedule to this by-law.
- 6.3 In the event a Customer or Owner neglects or refuses to pay any account rendered under authority of this by-law, the Town may, in its discretion, shut off or reduce the flow of water to the customer or to the Premises or Facility. In such event, the reconnection charges prescribed by Part I to the schedule to this by-law shall be imposed upon the Customer or Owner.
- 6.4 The Town may, in its discretion, as a pre-condition to the supply of water to a Premise or Facility, require a Customer or Owner to make a deposit of such sum of money as it may consider advisable. The deposit shall be held as security for payment of charges imposed in pursuance of this by-law. Such deposit may be applied by the Town in satisfaction of unpaid accounts.

**Part 7: Repeal**

- 7.1 In the event of a conflict between the provisions of this by-law and the provisions of any other by-law of the Town, the provisions of this by-law shall prevail and govern and be paramount.

**Part 8: Effective Date**

- 8.1 This by-law comes into force on January 1, 2023.

**Read** a third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

## Schedule A – Town of Tecumseh Water and Wastewater Rates

### Part 9: Part I: Fixed Charges for Water and Wastewater Service

#### Fixed Charge Per Month

Meter Size	Water	Wastewater
5/8" & 3/4"	18.98	18.98
1"	32.93	32.93
1 1/2"	64.65	64.65
2"	96.32	96.32
3"	161.71	161.71
4"	261.02	261.02
6"	464.18	464.18

### Part 10: Part II: Metered Water Consumption Charges

usage under 10,200 cubic meters per month

\$1.2135 per cubic meter

#### Metered Water Consumption Charges

usage over 10,200 cubic meters per month

\$0.8773 per cubic meter

### Part 11: Part III: Flat Rate Water Un-Metered Consumption Charges

\$54.03 per month

### Part 12: Part IV: Wastewater Collection and Treatment Charges

\$1.3355 per cubic meter of water consumed

Bonduelle North America \$0.8902 per cubic meter of water consumed

### Part 13: Part V: Flat Rate Un-Metered Wastewater Collection and Treatment Charge

\$55.71 per month

### Part 14: Part VI: Oasis Water Filling Station

\$2.39 per cubic meter

**Part 15: Part VII: Miscellaneous Charges**

Late Payment Charges: 1.5% per month charged to overdue accounts

NSF Cheques: \$15.00 plus bank charges

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022 - 103**

Being a By-law to designate as a site plan control area, the entire area covered by the Town of Tecumseh Official Plan.

(Town-Wide Site Plan Control Designating By-law)

**Whereas** authority is granted under Section 41 of the *Planning Act, R.S.O. 1990*, and amendments thereto, to the Council of the Corporation of the Town of Tecumseh to pass this By-law;

**And Whereas** the Town of Tecumseh Official Plan establishes that the Town of Tecumseh in its entirety is designated as a proposed site plan control area pursuant to Section 41(2) of the *Planning Act R.S.O. 1990*;

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

1. **That** all lands in the Town of Tecumseh are hereby designated as a site plan control area pursuant to Section 41 of the *Planning Act R.S.O. 1990*, and amendments thereto.
2. **That** notwithstanding subparagraph 1 of this By-law, the following shall be subject to site plan control:
  - i. All residential developments with greater than 10 residential units on a parcel of land;
  - ii. All commercial, industrial, recreational or institutional developments, excluding the placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007; and
  - iii. All mushroom operations, greenhouse operations and cannabis greenhouse operations.
3. **That** By-law 2003-82 be repealed.
4. **That** By-law 2021-21 be repealed.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-104**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Gulf Developments Inc. for the construction of the new Grandstand at Lacasse Park

**Whereas** Gulf Developments Inc. was awarded the tender for the construction of the new Grandstand at Lacasse Park;

**And Whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Gulf Developments Inc. for the construction of the new Grandstand at Lacasse Park;

**And Whereas** under Section 5 of the *Municipal Act 2001*, S.O. 2001 c.M.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 Gulf Developments Inc. dated the 12th day of December, 2022, a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **And That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

**Read** a first, second, third time and finally passed this 13th day of December, 2022.

---

Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk

## CCDC 2

## stipulated price contract

2008

NEW LACASSE PARK GRANDSTANDS  
FOR THE CORPORATION OF THE TOWN OF TECUMSEH, ONTARIO

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 12th day of December in the year 2022 .**by and between the parties**

The Corporation Of The Town Of Tecumseh  
 917 Lesperance Road, Tecumseh, Ontario N8N 1W2

hereinafter called the "*Owner*"**and**

Gulf Developments Inc.  
 8908 County Road 42 Maidstone, Ontario N0R 1K0

hereinafter called the "*Contractor*"The *Owner* and the *Contractor* agree as follows:**ARTICLE A-1 THE WORK**The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for  
 New Grandstand at Lacasse Park

located at

590 Lacasse Blvd., Tecumseh Ontario

*insert above the name of the Work*

for which the Agreement has been signed by the parties, and for which

Sfera Architectural Associates Inc., Architects

*insert above the Place of the Work*is acting as and is hereinafter called the "*Consultant*" and*insert above the name of the Consultant*

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 3rd day of January in the year 2022 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 2nd day of October in the year 2023 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

### ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

#### DRAWINGS

Architectural Drawings: A-100 to A-103, A-200 to A-203, A-300, A-400, A-500 to A-505 & A-600, Job No. 21116, Dated November 18, 2022

Civil Drawings: C-100 to C-102, Job No. 21116, Dated November 18, 2022

Structural Drawings: S000, S100 to S102, S200, S300, S400, S500, S600, Job No. 21116, Dated November 18, 2022

Mechanical Drawings M-1 to M-10, Job No. 21116, Dated November 18, 2022

Electrical Drawings ED-1, ES-1, & E-1 to E-5, Job No. 21116, Dated November 18, 2022

And

Specifications governing same Job No. 21116 entitled "New Grandstand at Lacasse Park, 590 Lacasse Blvd. for the Corporation of the Town of Tecumseh" Dated November 18, 2022

Insert - Section "E" - Tender - Gulf Development Inc.

New Grandstand at Lacasse Park Tender Letter dated November 12, 2022

Bid Bond & Surety's Consent

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

# 70 - New Lacasse Park Grandstands

## Vendor Details

Company Name: Gulf Developments Inc.  
8908 COUNTY RD. 42  
Address: MAIDSTONE, Ontario N0R 1K0  
Contact: Michael Kopcok  
Email: mkopcok@gulfdevelopments.ca  
Phone: 519-735-0099  
Fax: 519-735-0099  
HST#:

## Submission Details

Created On: Tuesday November 22, 2022 09:33:06  
Submitted On: Friday December 09, 2022 13:56:29  
Submitted By: Michael Kopcok  
Email: mkopcok@gulfdevelopments.ca  
Transaction #: b5a8bc53-e47d-4824-bf93-88e203278f30  
Submitter's IP Address: 97.109.252.67

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## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Quotation Form](#) - Quotation Form 1.pdf - Friday December 09, 2022 13:54:55
- [Acceptance Form](#) - Acceptance Form.pdf - Thursday December 08, 2022 07:32:10
- [Bid Bond](#) - Bid Bond.pdf - Thursday December 08, 2022 07:04:04
- [Additional Document](#) - Project Management & Site Supervision - CVR.pdf - Friday December 09, 2022 12:48:01

## Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Michael Kopcok, President, Gulf Developments Inc.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum #5 - 70 New Lacasse Grandstands</b> Wed December 7 2022 09:49 AM	<input checked="" type="checkbox"/>	26
<b>Addendum #4 - 70 New Lacasse Grandstands</b> Mon December 5 2022 12:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum #3 - 70 New Lacasse Grandstands</b> Wed November 30 2022 02:35 PM	<input checked="" type="checkbox"/>	17
<b>Addendum #2 - 70 New Lacasse Grandstands</b> Wed November 30 2022 11:07 AM	<input checked="" type="checkbox"/>	1
<b>Addendum #1 - 70 New Lacasse Grandstands</b> Mon November 28 2022 10:59 AM	<input checked="" type="checkbox"/>	1

### Section C – Quotation Form

Description	Amount
New Grandstands (Base Bid)	\$ 2,671,673.03
Fencing & Ticket Booth/ Concession Separate Price 'A'	\$ 202,937.71
Allowances	\$ 115,000.00
Sub-Total	\$ 2,989,610.74
HST	\$ 388,649.40
TOTAL	\$ 3,378,260.14

## Section D - Acceptance

I/We, the Undersigned, having examined the RFT and do hereby affirm the acceptance of the requirements of the RFT. I/We do certify that the information supplied on the Quotation Form to be true and complete in all respects and is open for acceptance by the Town of Tecumseh within 60 days of the closing date.

I, We

Michael Kopcok

President

Name

Position

of

Gulf Developments Inc.

Company Name

Dated at Maidstone this 9th of December, 2022,

Authorized Signature

Print Name



Michael Kopcok

Street Address

8908 County Road 42

City, Province Postal Code

Maidstone, Ontario, N0R 1KO

Telephone No.

Facsimile No.

mkopcok@gulfdevelopments.ca

519-735-0094

Email Address

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Proponent and the Town of Tecumseh and hereby certifies that the information supplied in this proposal to be true and compete in all respects.

**Bid Bond**Standard Construction Document  
CCDC 220 - 2002

Bond No. 904104432-22-06

Bond Amount: 10%

**GULF DEVELOPMENTS INC.** as Principal, hereinafter called the Principal, and **Intact Insurance Company**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE TOWN OF TECUMSEH** as Obligor, hereinafter called the Obligor, in the amount of **TEN PERCENT OF THE AMOUNT OF TENDER Dollars (10%)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligor, dated the 9 day of DECEMBER, 2022, for **NEW LACASSE PARK GRANDSTANDS**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligor's bid documents, or, if no time period is specified in the Obligor's bid documents, within **SIXTY (60) days** from the closing date as specified in the Obligor's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligor takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligor the difference in money between the amount of the bid of the Principal and the amount for which the Obligor legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligor named herein, or the heirs, executors, administrators or successors of the Obligor.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 6th day of December, in the year 2022.

SIGNED AND SEALED in the presence of:

Signed electronically by  
**GULF DEVELOPMENTS INC.**

on Dec 07, 2022 - 6:15 PM GMT

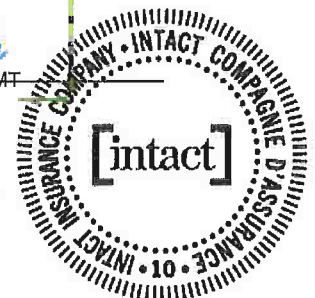
Principal

Signed electronically by  
**Intact Insurance Company**

on Dec 07, 2022 - 3:23 PM GMT

Surety

MICHELLE BECK, Attorney-in-Fact



CCDC Copyright 2002  
Canadian Construction Documents Committee  
(CCDC 220 - 2002) has been approved by the Surety Association of Canada  
(9/09)

Intact Insurance Company

250 York Street, Suite 200, London, Ontario N6A 6K2

T. 519 432 6721 Toll free 1 800 265 4487 [intactspecialty.ca](http://intactspecialty.ca)



## SURETY'S CONSENT

Date: **December 6, 2022**Bond No: **904104432-22-06**

WHEREAS **GULF DEVELOPMENTS INC.** (Principal) has submitted a written tender to **THE CORPORATION OF THE TOWN OF TECUMSEH** (Obligee) dated **9 day of DECEMBER, 2022**, concerning:

### NEW LACASSE PARK GRANDSTANDS

and the condition of this obligation being such that the Principal shall have the tender accepted within **SIXTY (60)** days from the closing date of tender,

we, **INTACT INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of **ONTARIO** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of:  
**ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER**
2. a labor and material payment bond for **(100%)** of the contract price not exceeding the maximum sum of;  
**ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER**

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

**INTACT INSURANCE COMPANY**  
Signed electronically by  
  
on Dec 11, 2022 3:24 PM GMT  
**MICHELLE BECK, Attorney-In-Fact**



The Corporation of the Town of Tecumseh  
917 Lesperance Rd.  
Windsor, ON N9B 3Y6

December 12, 2022  
Project No. 21116

Attention: Paul Anthony  
Director Community & Recreation Services

Re: New Lacasse Park Grandstands

Dear Paul:

The New Lacasse Park Grandstands project was issued to the contractors who were at the mandatory site visit on November 23rd, 2022. A total of six (6) tenders were submitted and accepted by the Town of Tecumseh on December 9th, 2022. We reviewed and evaluated the submitted Tenders based on the bidders completed Form of Tender, as outlined in the Town of Tecumseh's Request for Tenders. Three (3) of the of the bids received were within 5% of the project estimated budget and the bids were competitive. The lowest tender received is less than 6% lower than the second-place bidder which is acceptable difference, I have reviewed the submitted tender and find no issues with the tender as submitted.

The Tender listed one (1) Separate price and in reviewing the number find the price to be in line with the cost for the work & material to be provided. It is our recommendation for the Town of Tecumseh to proceed with separate price No. 1 to be included with the base bid price.

Gulf Development Inc. bid price of \$2,671,673.03 + (Sep No 1) \$202,937.71 + (Cash Allowance) \$115,000.00 + (HST) \$388,649.40 = \$3,378,260.14 is the lowest bid and competitive and provides good value for the work contemplated in this project.

Sfera Architectural Associates Inc. recommends acceptance of Gulf Development Inc's bid to The Corporation of the Town of Tecumseh.

As soon as a bid is accepted and approved by the The Corporation of the Town of Tecumseh, we will prepare the CCDC 2 contract for signing.

Regards,

**Sfera** Architectural Associates Inc.  
Architects

*John Bortolotti*

John Bortolotti, B.Arch., OAA, MRAIC

#### ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Million, Nine Hundred Eighty-Nine Thousand, Six Hundred & Ten  
Dollars and Seventy-Four Cents \_\_\_\_\_ /100 dollars \$ 2,989,610.74

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Three Hundred & Eighty-Eight Thousand, Six Hundred Forty-Nine Dollars  
and Forty Cents \_\_\_\_\_ /100 dollars \$ 388,649.40

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Three Million, Three Hundred Seventy-Eight Thousand, Two Hundred & Sixty  
Dollars and Fourteen Cents \_\_\_\_\_ /100 dollars \$ 3,378,260.14

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

#### ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of

Ten \_\_\_\_\_ percent ( 10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Bank of Montreal

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

### Owner

The Corporation of the Town of Tecumseh

\_\_\_\_\_  
*name of Owner\**

917 Lesperance Road., Tecumseh, Ontario N8N 1W2

\_\_\_\_\_  
*address*

519-735-6712

\_\_\_\_\_  
*facsimile number*

jalexander@tecumseh.ca

\_\_\_\_\_  
*email address*

### Contractor

Gulf Development Inc.

\_\_\_\_\_  
*name of Contractor\**

8908 County Road, Maidstone, Ontario N0R 1K0

\_\_\_\_\_  
*address*

519-735-0099

\_\_\_\_\_  
*facsimile number*

mkopcok@gulfdevelopments.ca

\_\_\_\_\_  
*email address*

### Consultant

Sfera Architectural Associates Inc., Architects

\_\_\_\_\_  
*name of Consultant\**

4520 Rhodes Drive, Windsor, Ontario, N8W 5K5

\_\_\_\_\_  
*address*

519-254-2670

\_\_\_\_\_  
*facsimile number*

info@sferaarch.com

\_\_\_\_\_  
*email address*

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

### WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

### WITNESS

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

### OWNER

The Corporation of the Town of Tecumseh

\_\_\_\_\_  
*name of owner*

\_\_\_\_\_  
*signature*

Gary McNamara, Mayor

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

Jennifer Alexander, Acting Clerk

\_\_\_\_\_  
*name and title of person signing*

### CONTRACTOR

Gulf Developments Inc.

\_\_\_\_\_  
*name of Contractor*

\_\_\_\_\_  
*signature*

Michael Kopcok

\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

**DEFINITIONS**

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**  
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**  
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
  - a change in the *Work*;
  - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
  - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**  
*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**  
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**  
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**  
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**  
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**  
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**  
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**  
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**  
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**  
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**  
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**  
*Product or Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**  
*Provide* means to supply and install.
17. **Shop Drawings**  
*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**  
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**  
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**  
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**  
*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

**GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT****PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between the *Owner* and the *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 1 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

**GC 1.2 LAW OF THE CONTRACT**

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

**GC 1.3 RIGHTS AND REMEDIES**

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



#### GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

### PART 2 ADMINISTRATION OF THE CONTRACT

#### GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

#### GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

### GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

### GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### **GC 3.4 DOCUMENT REVIEW**

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

#### **GC 3.5 CONSTRUCTION SCHEDULE**

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

#### **GC 3.6 SUPERVISION**

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

## PART 4 ALLOWANCES

### GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.



## **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.



- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

#### **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

#### GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.



## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## PART 9 PROTECTION OF PERSONS AND PROPERTY

### GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.



## GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

### GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
  - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
  - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.



**CCDC 41**  
**CCDC INSURANCE REQUIREMENTS**

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada

Unfinished Regular Council Business

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
19/18	May 22, 2018		Property Standards By-Law (Zoning)	It is directed that Administration harmonize the by-law regarding disconnected tractor-trailers on residential properties to be consistent within the Town.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
02/20	October 27, 2020	RCM 318/20	Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	Administration to bring considerations to regulate the parking of these vehicles, units and trailers within the municipal right-of-way in the former Town of Tecumseh, to ensure that visibility sightlines are maintained to private driveways, and to recommend appropriate regulations surrounding the parking of such vehicles, units and trailers in the minimum side yard of a private property at the time the Town's zoning By-law is reviewed.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
03/20	October 27, 2020	RCM 319/20	Short Term Rentals	Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.
04/20	November 10, 2020	RCM 341/20	By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation	Administration to review and report back to Council on the appropriateness of a By-law in accordance with the <i>Municipal Act</i> that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and investigate opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.	DS	To be addressed in the new Comprehensive Zoning By-law commencing in 2022.



## **Motion**

Meeting of Regular Council Meeting: Tuesday, December 13, 2022

## **Background**

The Association of Municipalities of Ontario (AMO) is soliciting applications from qualified candidates for the 2022-2024 AMO Board of Directors. The vacancies remain following the AMO Board Elections held in August 2022 and the recent municipal elections.

## **Resolution**

**That** the Tecumseh Town Council supports the Mayor's application to fill the vacant municipal elected official position in the County Caucus of the AMO Board of Directors.

**And that** a completed application and supporting material **be submitted** no later than 12:00 p.m. (noon) Friday, February 10, 2023.

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2022-105**

Being a by-law to confirm the proceedings of the December 13, 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 December 13, 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 December 13, 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 13th day of December, 2022.

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Gary McNamara, Mayor

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Jennifer Alexander, Acting Clerk