

Regular Council Meeting Agenda

Date: Tuesday, March 14, 2023, 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 - February 28, 2023 | 13 - 22 |
| 2. Public Council Meeting - February 28, 2023, Zoning By-Law Amendment
13931 Riverside Drive | 23 - 26 |
| 3. Public Council Meeting - February 28, 2023 Shuttleworth Drain | 27 - 30 |

- | | | |
|----|--|---------|
| 4. | Public Council Meeting - February 28, 2023 Sullivan Creek Drain | 31 - 33 |
| 5. | Special Council Meeting, February 28, 2023 Municipal Freedom of Information and Protection of Privacy Act Workshop | 34 - 35 |

Recommendation

Moved by _____

Seconded by _____

That the February 28, 2023 minutes of the Regular Council meeting, the minutes of the Public Council Meetings and the minutes of the Special Council meeting as were duplicated and delivered to the members, **be adopted.**

I. Supplementary Agenda Adoption

J. Delegations

- | | | |
|----|---|---------|
| 1. | Food, Organics and Biosolids Management Update and Regional Waste Management Proposal | 36 - 55 |
|----|---|---------|

Michelle Bishop – Essex Windsor Solid Waste Authority ("EWSWA") – General Manager

Sandra Zwiers – County of Essex – Director of Finance/Treasurer

David Sundin – County of Essex - Solicitor

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2023-23 entitled "Food, Organics and Biosolids Waste Management Update and Regional Waste Management Proposal **be brought forward** on the agenda for discussion and consideration.

K. Communications - For Information

- | | | |
|----|--|---------|
| 1. | County of Essex dated February 18, 2023
Re: Bill 23, More Homes Built Faster Act | 56 - 60 |
| 2. | County of Essex dated February 24, 2023
Re: Notice of Public Meeting Proposed New Official Plan | 61 - 63 |
| 3. | Ministry of Natural Resources and Forestry dated February 24, 2023
Re: Ontario Regulation 161/17 and Public Lands Act | 64 - 65 |

4. Ministry of the Environment, Conservation and Parks dated March 3, 2023

Re: Proposed amendments to the Municipal Class Environmental Assessment

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information 1 through 4 as listed on the Tuesday, March 14, 2023 Regular Council Agenda, **be received**.

L. Communications - Action Required

1. Association of Municipalities of Ontario dated March 3, 2023

Re: AMO Training: Navigating Conflict Relationships as an Elected Official. View [here](#)

Recommendation

Moved by _____

Seconded by _____

That the Mayor and Members of Council **be authorized** to attend the virtual AMO Training: Navigating Conflict Relationships as an Elected Official at a cost of \$200 per person, in accordance with the Town's Professional Development Policy and subject to funding in the 2023 Budget.

M. Committee Minutes

N. Reports

1. Community & Recreation Services

Recommendation

Moved by _____

Seconded by _____

That the Optimist Club of St. Clair Beach **be authorized** to sell and serve alcoholic beverages for consumption by patrons at Lakewood Park from Friday, June 16, 2023 through to and including Saturday, June 17, 2023, subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy No. 31 for the purposes of hosting the 2023 Taste of Tecumseh Festival;

And that relief **be granted** from Noise By-law No. 2002-07, as amended, in order to permit the Optimist Club of St. Clair Beach to operate sound amplifying equipment during the 2023 Taste of Tecumseh Festival for the purposes of musical entertainment and event announcements on Friday, June 16, 2023 and Saturday, June 17, 2023 from 5:00 p.m. to 1:00 a.m.

2. Development Services

Recommendation

Moved by _____

Seconded by _____

That Report DS 2023-04 2022 Year End Building Permit Report **be received**.

- b. DS-2023-05 Zoning By-Law Amendment 13931 Riverside Drive,
Results of Public Meeting and Final Recommendations

78 - 89

Recommendation

Moved by _____

Seconded by _____

That Report DS-2023-05 entitled “Zoning By-law Amendment, 13931 Riverside Drive, Results of Public Meeting and Final Recommendations”, **be received**;

And that a by-law having the effect of amending Zoning By-law 2065 by rezoning a 0.12 hectare (0.29 acre) parcel of land situated on the south side of Riverside Drive, approximately 35 metres (114 feet) east of its intersection with Arlington Boulevard (13931 Riverside Drive) from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-8)” in order to facilitate the construction of a one-storey, two-unit dwelling (semi-detached dwelling) and establish site specific lot provisions, in keeping with DS-2023-05, **be adopted**.

- c. DS-2023-06 New Building By-Law and Permit Fee Report

90 - 142

Recommendation

Moved by _____

Seconded by _____

That Report DS-2023-06 entitled “Proposed New Building By-law and Permit Fees”, **be received**.

And that the scheduling of a public meeting, to be held on April 25, 2023 at 5:30 pm, in accordance with the requirements of the *Ontario Building Code Act*, to receive comments from the public regarding the proposed building permit fee rates, **be authorized**.

3. Legislative & Clerk Services

- a. LCS-2023-04 Manning Road Farm Lease - Option to Renew 143 - 152

Recommendation

Moved by _____

Seconded by _____

That LCS-2023-04 entitled “Manning Road Farm Lease – Option to Renew” **be received**;

And that the request of Olinda Farms Inc. (Olinda) to extend the Farm Lease to farm the Town’s 18 acres of farmland located on the south side of Baseline Road for a further two year period, subject to and as provided for in the current Farm Lease, **be approved**;

And further that By-law No. being a by-law to authorize the Mayor and the Clerk to execute a Farm Lease Agreement between the Town and Olinda for the 2023 to 2024 Crop Years, **be adopted**.

- b. LCS-2023-05 Integrity Commissioner 153 - 157

Recommendation

Moved by _____

Seconded by _____

That Report LCS-2023-05 regarding the Appointment of an Integrity Commissioner **be received**;

That Mr. Robert Swayze’s appointment as the Integrity Commissioner for The Corporation of the Town of Tecumseh (Town) **be extended** for a further one year period commencing April 1, 2023 and ending March 31, 2024;

And further that By-Law 2023-030 being a by-law to authorize the Mayor and the Clerk to execute an extension Agreement between the Town and Robert Swayze as Integrity Commissioner for the term April 1, 2023 through March 31, 2024 **be recommended for adoption**.

Recommendation

Moved by _____

Seconded by _____

That Council approve and accept the transfer to the Town of the land and premises identified as the Maidstone Recreation Centre located at 10720 Talbot Road (County Road 34) Town of Tecumseh, Ontario (the “MRC Property”), pursuant to the terms of a certain Agreement of Purchase and Sale attached to proposed By-law 2023-039;

And that Council approve and accept the entering into of a Municipal Facilities Agreement between the Town and the non-profit corporation known as Maidstone Recreation Centre (“MRC Corporation”) as lessee for the purposes of the occupancy and use of the entire MRC Property as a “*Municipal community centre*” within the meaning of subsection 2(1), of Ontario Regulation 603/06 passed under the *Municipal Act, 2001*, S.O. 2001, c. 25, such agreement to be effective immediately upon the completion of the transfer of the property to the Town and such agreement to be in substantially the same form and manner as that attached to proposed By-law 2023-033;

And further that the lands and premises municipally known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124) are hereby designated or declared to be municipal capital facilities exempt from taxation for municipal and school Board purposes effective as of April 3, 2023 or as of such date that the Town becomes the legal registered owner of the subject lands and premises with such exemption to continue for so long as the properties are used as municipal capital facilities in accordance with Subsection 110 (6) of the Municipal Act, 2001, S.O. 2001, c.25 as amended (the “Act”) and Ontario Regulation 603/06 as amended;

And furthermore that By-law No. 2023-039 authorizing the Mayor and Clerk to enter into an Agreement of Purchase and Sale for the transfer to the Town of the Maidstone Recreation Centre land and premises **be considered** for first, second, third reading and adoption;

And furthermore that By-law No. 2023-033 authorizing the Mayor and Clerk to provide for a Municipal Capital Facility and authorize the execution of a Municipal Facilities Agreement between the Corporation of the Town of Tecumseh and the non-profit corporation known as Maidstone Recreation Centre **be considered** for first, second, third reading and adoption; and

And further moreover that the Mayor and Clerk **be hereby authorized** to execute and deliver all such further instruments and documents and take all such further actions as may be necessary to carry out the transactions contemplated herein.

4. Public Works & Engineering Services

- a. PWES-2023-19 Municipal Drain Authorizing By-Laws, 10 Concession Drain and the Burke Drain

165 - 169

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2023-19 titled “Adoption of Municipal Drain By-Laws, 10th Concession Drain and the Burke Drain”, **be received**;

And that By-law 2023-034 being a By-law to adopt the Engineer’s Drainage Report for the 10th Concession Drain (prepared by Dillon Consulting Ltd. and dated March 16, 2015) for the completion of drain improvement and collection of drainage assessments, as approved by the City of Windsor By-law 42-2015, **be given** first, second, third and final reading;

And further that By-law 2023-035 being a By-law to adopt the Engineer’s Drainage Report for the Burke Drain (prepared by Dillon Consulting Ltd. and N.J. Peralta Engineering Ltd. and dated June 6, 2018) for the completion of drain improvement and collection of drainage assessments, as approved by the Town of LaSalle By-law 8183, **be given** first, second, third and final reading.

- b. PWES-2023-23 Food, Organics and Biosolids Waste Management Update and Regional Waste Management Proposal 170 - 199

Recommendation

Moved by _____

Seconded by _____

That Public Works & Engineering Services Report PWES-2023-23 titled “Food, Organics and Biosolids Waste Management Update & Regional Waste Management Proposal”, **be received;**

And that Council endorse the concept of a regional approach to waste management and **direct** Administration to report back at a future Council meeting with additional information on a regional waste management program, including the County’s by-law and the logistics of uploading the waste management service.

- c. PWES-2023-24 Active Transportation Agreement Multi-Use Recreational Trails - Lesperance Road to Little River Boulevard 200 - 205

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2023-24 Active Transportation Fund – Multi-Use Recreational Trails: Lesperance Road and Little River Boulevard and the Rehabilitation of Lesperance Road, **be received;**

And that Administration be **authorized to proceed** with the project and prepare a by-law to authorize the Mayor and Clerk to sign a Transfer Payment Agreement between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”) and The Corporation of the Town of Tecumseh (“Town”), in a form satisfactory to the Town’s Solicitor, financial content satisfactory to the Town’s Chief Financial Officer and technical content satisfactory to the Town’s Engineer, for the grant received from the Active Transportation Fund 2022 Intake for the Multi-Use Recreational Trails: Lesperance Road and Little River Boulevard Project.

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| d. | PWES-2023-25 Snake Lane Culvert Replacements - Tender Award | 206 - 213 |
|----|---|-----------|

Recommendation

Moved by _____

Seconded by _____

That the tender for the in the amount of \$1,178,330 excluding HST **be awarded** to South Shore Contracting of Essex County Inc.;

And that By-law 2023-032 be given 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 South Shore Contracting of Essex County Inc.;

And further that project funding allocations, reflecting a total budget requirement of \$1,520,995 with a \$483,245 decrease, **be accommodated** as follows:

- Bridges Lifecycle Reserve – decrease from \$2,004,240 to \$1,520,995

O. By-Laws

- | | | |
|----|--|-----------|
| 1. | By-Law 2023-030 Integrity Commissioner Contact Renewal | 214 - 218 |
| | Being a by-law to appoint Robert J. Swayze as the Integrity Commissioner for The Corporation of the Town of Tecumseh pursuant to Sections 9, 10, 11 and 223.3 of the Municipal Act, 2001 S.O. 2001, c.25, as amended | |
| 2. | By-Law 2023-031 Safe Restart Agreement Phase 4 funding for Municipal Transit Stream | 219 - 245 |
| | Being a By-law to authorize the execution of a Transfer Payment Agreement with Her Majesty the Queen on right of Ontario as represented by the Minister of Transportation for the Province of Ontario | |
| 3. | By-Law 2023-032 Snake Lane Culvert Replacement | 246 - 250 |
| | Being a by-law to authority the execution of an Agreement between The Corporation of the Town of Tecumseh and South Shore Contracting of Essex County Inc. | |
| 4. | By-Law 2023-033 Maidstone Recreation Centre Facilities Agreement | 251 - 262 |
| | Being a by-law to provide for a Municipal Capital Facility and authorize the execution of an Municipal Facilities Agreement between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre | |

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|----|--|-----------|
| 5. | By-Law 2023-034 10th Concession Drain | 263 - 321 |
| | Being a by-law to provide for the repair and improvements to the 10th Concession Drain | |
| 6. | By-Law 2023-035 Burke Drain | |
| | Being a by-law to provide for the repair and improvements to the Burke Drain | |
| 7. | By-Law 2023-036 Manning Road Farm Lease Agreement | 322 - 327 |
| | Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Olinda Farms Inc. | |
| 8. | By-Law 2023-038 Zoning By-Law Amendment - 13931 Riverside Drive | 328 - 330 |
| | Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach.
(Planning File: D19 13931RIV – 13931 Riverside Drive) | |
| 9. | By-Law 2023-039- Maidstone Recreation Centre - Transfer Agreement | 331 - 337 |
| | Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre | |

P. Unfinished Business

- | | | |
|----|----------------|-----------|
| 1. | March 14, 2023 | 338 - 338 |
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Q. New Business

R. Motions

- | | | |
|----|------------------------------|-----------|
| 1. | Confirmatory By-Law 2023-040 | 339 - 340 |
|----|------------------------------|-----------|

Recommendation

Moved by _____

Seconded by _____

That By-Law 2023-040 being a by-law to confirm the proceedings of the Tuesday, March 14, 2023, 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, March 28, 2023

5:00 pm Court of Revision - Shuttleworth and Sullivan Creek Drains

5:30 pm Public Council Meeting - 11th Concession Drain

6:00 pm Special Council Meeting - Procurement and Customer Service Workshop

7:00 pm Regular Council Meeting

U. Adjournment

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, March 14, 2023 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Tuesday, February 28, 2023
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
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Director Development Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Water Services, Brad Dupuis
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Water Quality Compliance/Water Employee, Nicole Bradley

A. Roll Call

B. Order

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

C. Report Out of Closed Meeting

There was no Closed Meeting scheduled.

D. Moment of Silence

The 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, 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

Councillor Tania Jobin declares a pecuniary interest on By-Law 2023-028 Sullivan Creek Drain as she owns affected property.

H. Minutes

1. Regular Council Meeting, February 14, 2023
2. Public Council Meeting, February 14, 2023, Gouin Drain
3. Public Council Meeting, February 14, 2023, Demonte Branch Drain
4. Special Council Meeting, February 14, 2023, Shoreline Master Plan
5. Special Council Meeting, February 13, 2023 Strategic Priorities

Motion: RCM - 36/23

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the February 14, 2023 minutes of the Regular Council, the February 14, 2023 Public Council Meetings, and the February 13 and 14, 2023 Special Council Meetings as were duplicated and delivered to the members, **be adopted**.

Carried

I. Supplementary Agenda Adoption

Motion: RCM - 37/23

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That the supplementary items added to the Regular Meeting agenda regarding the delegation's PowerPoint Presentation and Executive Summary, and the revised Report PWES-2022-22, **be approved.**

Carried

J. Delegations

1. Corporate Records and Information Management Service Review

Imerge Consulting, Paula Lederman

Motion: RCM - 38/23

Moved by Councillor Rick Tonial

Seconded by Councillor James Dorner

That Report LCS-2023-03 Corporate Records and Information Management Review **be brought forward** on the agenda for discussion and consideration.

Carried

The Director Legislative Services & Clerk introduces Paula Lederman of Imerge Consulting (Consultant) who conducted the Corporate Records and Information Management Service Review for the Town. He advises that following the presentation, a report to Council will be forthcoming with recommendations and financial considerations for implementation.

Ms. Lederman presents the PowerPoint presentation entitled "Corporate Records and Information Management Service Review" as appended on the agenda. She provides the current state analysis of the Town's physical and electronic records management systems. The Consultant outlines the scope of the service review and highlights the recommendations in the final report on how to improve records management and information along with an implementation plan.

The Mayor opens the floor for questions from the Members.

In response to an inquiry on financial costs with integrating with Laserfiche cloud based software, the Director Technology & Client Services explains that the software industry is moving to cloud based services. The Town currently has a fee for Laserfiche licenses, and any fees associated with the cloud integration was included in the 2023 operating budget.

- a. LCS-2023-03 Corporate Records and Information Management Review

Motion: RCM - 39/23

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That Report LCS-2023-03 entitled "Corporate Records and Information Management Review" together with the presentation by Paula Lederman of Imerge Consulting **be received**;

And that the independent third party review final report entitled, "Corporate Records and Information Management Review - Information Management Strategy, February 2023", as prepared by Imerge Consulting **be endorsed** in principle;

And further that Administration report back to Council with its recommendations and implementation framework arising from the Corporate Records and Information Management Review;

And furthermore that the independent third party review final report entitled "Corporate Records and Information Management Review - Information Management Strategy, February 2023", as prepared by Imerge Consulting **be posted** to the Town of Tecumseh website in accordance with the requirements of the funding received from the Municipal Modernization Program – Intake 3.

Carried

K. Communications - For Information

1. Town of Essex dated February 14, 2023

Re: Ontario School Board Elections

Motion: RCM - 40/23

Moved by Councillor Alicia Higgison

Seconded by Councillor Rick Tonial

That Communications - For Information item 1 as listed on the Tuesday, February 28, 2023 Regular Council Agenda, **be received**.

Carried

L. Communications - Action Required

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

M. Committee Minutes

1. Court of Revision, February 14, 2023 Antaya Drain

Motion: RCM - 41/23

Moved by Councillor Rick Tonial

Seconded by Councillor James Dorner

That the Tuesday, February 14, 2023 minutes of the Court of Revision for the Antaya Drain as were duplicated and delivered to the members, **be adopted**.

Carried

2. Court of Revision, February 14, 2023, Branch of South Talbot and Holden Outlet Drain – Meo Bridge

Motion: RCM - 42/23

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That the Tuesday, February 14, 2023 minutes of the Court of Revision for the Branch of South Talbot and Holden Outlet Drain - Meo Bridge as were duplicated and delivered to the members, **be adopted**.

Carried

N. Reports

1. Financial Services
 - a. FS- 2023-02 2021 Development Charge Reserve Fund Statement

Motion: RCM - 43/23

Moved by Councillor Alicia Higgison
Seconded by Deputy Mayor Joe Bachetti

That the 2021 Development Charge Reserve Fund Statement, prepared in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43, **be received;**

And that the 2021 Development Charge Reserve Fund Statement **be made available** to the public on the Town's website in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43 (2.1); 2015, c. 26, s. 7 (1);

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

Carried

2. Legislative & Clerk Services
This report was brought forward on the agenda to Delegations for discussion and consideration.
3. Public Works & Engineering Services
 - a. PWES-2023-16 Annual and Summary Reports for Year 2022 Town of Tecumseh Water Distribution System

Deputy Mayor Joe Bachetti leaves the meeting at 7:55 pm.

Motion: RCM - 44/23

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That the 2022 Ministry of the Environment, Conservation and Parks Annual Report and the Summary Report for the Town of Tecumseh Water Distribution System (260004969) for the Year 2022, as prepared in accordance with the Safe Drinking Water Act, O.Reg. 170/03, Section 11 – Annual Reports and Schedule 22 – Summary Reports, **be adopted;**

And that the Annual Report and Summary Report **be made available** for public viewing through the Town of Tecumseh website.

Carried

- b. PWES-2023-17 Tecumseh Water Distribution System MECP January 1, 2022 to December 31, 2022 Inspection Report

Motion: RCM - 45/23

Moved by Councillor Rick Tonial
Seconded by Councillor Brian Houston

That the Ministry of the Environment, Conservation and Parks Inspection Report for the Tecumseh Water Distribution System, dated February 6, 2023, **be received**.

Carried

- c. PWES-2023-18 Drinking Water Quality Management System Operational Plan

Motion: RCM - 46/23

Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston

That Report PWES-2023-18 Drinking Water Quality Management System Operational Plan **be received**;

And that Tecumseh Town Council **endorse and commit to** the Town of Tecumseh Distribution System, Drinking Water Quality Management System Operational Plan, Revision Date: February 28, 2023.

Carried

- d. PWES-2023-21 Amendment to the 2023-2027 PWES Capital Works Plan, Tecumseh Hamlet Northwest Water and Wastewater Infrastructure

Motion: RCM - 47/23

Moved by Councillor Alicia Higgison
Seconded by Councillor James Dorner

That report PWES-2023-21 Amendment to the 2023-2027 PWES Capital Works Plan, Tecumseh Secondary Plan Area, Northwest Water & Wastewater Infrastructure Project, **be received**;

And that expenditures for the expanded scope and construction costs for the Tecumseh Secondary Plan Area Northwest Water & Wastewater Infrastructure Project, of \$15,598,500, for a total project cost of \$16,618,500, **be authorized and funded from**:

- \$3,885,000 from the Watermain Reserve Fund
- \$6,853,500 from the Wastewater Sewer Reserve Fund
- \$3,510,000 from the Road Lifecycle Reserve

- \$1,350,000 from the Storm Sewer Lifecycle Reserve

Carried

- e. PWES-2023-22 Tecumseh Hamlet Secondary Plan Area Environmental Assessment and Functional Servicing Report

Motion: RCM - 48/23

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That Dillon Consulting Limited **be retained** for Consulting Services for the Tecumseh Hamlet Secondary Plan Area, Environmental Assessment and Functional Servicing Report in the amount of \$482,800 excluding HST as a Single Source under the Town of Tecumseh Purchasing Policy and Schedule "A" of By-law 2021-60 and as amended by By-law 2021-103;

And that Council **delegate the authority** to the Chief Administrative Officer, the Purchasing Coordinator, and the Director of Public Works & Engineering Services to execute an agreement, satisfactory in form to the Town Solicitor, with Dillon Consulting Limited.

Carried

O. By-Laws

1. By-Law 2023-027 Shuttleworth Drain - First and Second Readings

Being a by-law to provide for the repair and improvements to the Shuttleworth Drain

Motion: RCM - 49/23

Moved by Councillor Alicia Higgison

Seconded by Councillor Rick Tonial

That By-Law 2023-027 being a by-law to provide for the repair and improvements to the Shuttleworth Drain.

Be given first and second reading.

Carried

2. By-Law 2023-028 Sullivan Creek Drain - First and Second Readings

Being a by-law to provide for the repair and improvements to the Sullivan Creek Drain

Councillor Jobin having declared an interest on the Sullivan Creek Drain at the Public Council meeting held earlier this evening refrains from voting on this by-law.

Motion: RCM - 50/23

Moved by Councillor Brian Houston
Seconded by Councillor James Dorner

That By-Law 2023-028 being a by-law to provide for the repair and improvements to the Sullivan Creek Drain.

Be given first and second reading.

Carried

P. Unfinished Business

1. February 28, 2023

The Members receive the Unfinished Business listing for Tuesday, February 28, 2023.

Q. New Business

Ice Storm Response

The Mayor and Members of Council extends gratitude to Town staff for the quick response and clean up of debris from the ice storm last week.

R. Motions

1. Confirmatory By-Law 2023-029

Motion: RCM - 51/23

Moved by Councillor Brian Houston
Seconded by Councillor Alicia Higgison

That By-Law 2023-029 being a by-law to confirm the proceedings of the Tuesday, February 28, 2023, 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, March 14, 2023

4:45 pm Court of Revision - Demonte Drain & Gouin Drain

5:30 pm In-Camera Meeting

6:30 pm Special Council Meeting - Awards

7:00 pm Regular Council Meeting

U. Adjournment

Motion: RCM - 52/23

Moved by Councillor Alicia Higgison

Seconded by Councillor James Dorner

That there being no further business, the Tuesday, February 28, 2023 meeting of the Regular Council **be adjourned** at 8:32 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, February 28, 2023
Time: 5:00 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
Director Legislative Services & Clerk, Robert Auger
Director Development Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Planning Services & Local Economic Development, Chad Jeffery

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 5:00 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, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

D. Disclosure of Pecuniary Interest

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

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on a Zoning By-Law Amendment application for 13931 Riverside Drive. The purpose of the application is to amend Zoning By-law 2065 by rezoning the subject property from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-8)” to facilitate the construction of a one-storey, two-unit dwelling (semi-detached dwelling) and establish site specific lot provisions.

The Manager Planning Services outlines the report on the Zoning By-law Amendment as appended on the agenda.

F. Delegations

1. Rick Babister, Applicant, Lee Bigaouette, President SBT Construction, Mary Ann Keefner, Lawyer, and Nicole Ciarrocchi

Re: Spokespersons for the Applicant, Lauren Stokes

Lee Bigaouette supports this application and comments on the shortage of land to develop in the Town. MaryAnn Keefner confirms support to the report submitted by Administration. She responds to the objections with the communication items appended on the agenda by adding that housing intensification is supported by the Provincial Policy Statement and the County of Essex Official Plan.

Nicole Ciarrocchi was present and available for questions. Rick Babister was not present at the meeting.

2. Arla Peters, Resident

Ms. Peters resides directly across the proposed development and explains her opposition to the proposed zoning by-law amendment application. Her speaking notes are filed with the Clerk's department.

3. Christina and Matthew Lejkowski, Residents

Mr. Lejkowski is opposed to the Zoning By-law Amendment application and explains that this development is not in keeping with the character of the neighbourhood.

The Mayor opens the floor for questions from the Members.

The Manager Planning Services explains that there has been paradigm shift with respect to the way communities are planned with more of an emphasis on intensification and the need to increase the housing supply particularly in light of Bill 23. The Town's new Official Plan supports intensification especially in fully serviced urban areas with pedestrian infrastructure that are along transit routes. He explains compatibility

doesn't mean "the same as" but that the development can coexist harmoniously in the neighbourhood.

The Mayor comments that there are no decisions being made on this application this evening. The Manager advises the next steps in the process which is to provide a report to Council at the next regular Council meeting in March.

G. Communications

1. Notice of Public Meeting dated January 31, 2023
2. Essex Region Conservation Authority dated February 21, 2023
Re: Zoning By-Law Amendment 13931 Riverside Drive
3. Letter from 13808 Riverside Drive dated February 22, 2023
Re: ZBA 13931 Riverside Drive
4. Letter from 13918 Riverside Drive dated February 23, 2023
Re: ZBA 13931 Riverside Drive
5. Letter from 13926 Riverside Drive dated February 23, 2023
6. Letter from 13934 Riverside Drive dated February 23, 2023
Re: ZBA 13931 Riverside Drive
7. Letter from 13938 Riverside Drive dated February 23, 2023
Re: ZBA 13931 Riverside Drive
8. Letter from 13942 Riverside Drive dated February 23, 2023
Re: ZBA 13931 Riverside Drive
9. Petition dated February 23, 2023
Re: 13931 Riverside Drive

Motion: PCM - 17/23

Moved By Councillor Rick Toniai
Seconded By Councillor Alicia Higgison

That Communications - For Information 1 through 9 as listed on the Tuesday, February 28, 2023 Public Council Meeting Agenda, **be received.**

Carried

H. Reports

1. DS-2023-01 ZBA 13931 Riverside Drive Scheduling of a Public Meeting

Motion: PCM - 18/23

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Tania Jobin

That Report DS-2023-01 Zoning By-Law Amendment 13931 Riverside Drive, Scheduling of a Public Meeting, **be received.**

Carried

I. Adjournment

Motion: PCM - 19/23

Moved By Councillor Rick Tonial
Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, February 28, 2023 Public Council Meeting **be adjourned** at 5:35 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, February 28, 2023
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
Director Legislative Services & Clerk, Robert Auger
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
Manager Engineering Services, John Henderson
Drainage Superintendent, Alessia Mussio

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:02 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. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comments from any affected landowners on the proposed drainage works, as set out in the Drainage Report, filed by Gerard Rood, P.Eng., of Rood Engineering Inc., dated December 14, 2022 for the Shuttleworth Drain.

The Drainage Superintendent provides an overview of proposed drainage works as outlined in the Report appended on the agenda.

F. Delegations

1. Gerard Rood, P.Eng, Drainage Engineer, Rood Engineering Inc.

The Drainage Engineer provides a history of Mr. Nabbout's property with drainage and the proposed works. He advises that the last maintenance on this drain was in 1967. The Drainage Act has prescribed regulations regarding notice and the Town's responsibility.

2. Emile Nabbout, Affected Property Owner

Mr. Nabbout advises that he does not disagree on the proposed drainage works. The timing for the construction of the proposed drainage works and the cost assessment is not reasonable.

The Chair opens the floor for questions from the Members.

A Member asks if there is any duplication of construction and costs given the future plans with the proposed storm sewer works on North Talbot Road. The Director Public Works & Engineering Services explains the future works of North Talbot Road (road, pathway, sanitary sewer and watermain) and indicates that there is no duplication of work.

In response to an inquiry on assessments, the Director Financial Services explains that the Town has some flexibility for affected property owners to spread their costs over a five year term through their property taxes.

A Member asks if there is a petition to de-petition the drainage works. The Drainage Engineer indicates that there is a process under the Drainage Act, however that will not preclude the Town's liability since a notice for the drainage works has been posted. He indicates that the investments made now with the selection of materials will prolong the longevity of the drain.

The Drainage Superintendent indicates that the Drainage Act is a user-pay system. This drain is in need of repair and it requires maintenance. She advises that Mr. Nabbout was notified of the assessment for an enclosure in March 2022. She explains that the Shuttleworth Drain is

classified as a municipal drain and it follows the Drainage Act, which is provincial legislation. The Town can apply for provincial grants for properties that pay the farm tax rate but the affected properties on this drain do not qualify.

G. Communications

1. Public Notice dated February 14, 2023
2. By-Law 2023-027

Motion: PCM - 20/23

Moved By Councillor Brian Houston
Seconded By Councillor James Dorner

That Communications - For Information 1 and 2 as listed on the Tuesday, February 28, 2023 Public Council Meeting Agenda, **be received**.

Carried

H. Reports

1. PWES-2023-13 Request to Consider Engineers Report - Shuttleworth Drain

Motion: PCM - 21/23

Moved By Councillor James Dorner
Seconded By Councillor Alicia Higgison

That the Report and Specifications for the Shuttleworth Drain (Drain) as prepared by Mr. Gerard Rood, P.Eng., of Rood Engineering Inc., dated December 14, 2022 (Drainage Report) **be received**;

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

And further that notice **be given** to all affected landowners of the Court of Revision to be held on March 28, 2023, in accordance with Section 46(1) of the Act, subject to the adoption of the provisional by-law.

Carried

I. Adjournment

Motion: PCM - 22/23

Moved By Councillor Rick Toniai

Seconded By Councillor Alicia Higgison

That there being no further business, the Tuesday, February 28, 2023 meeting of the Public Council Meeting **be adjourned** at 6:35 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, February 28, 2023
Time: 6:30 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
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Technology & Client Services, Shaun Fuerth
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Engineering Services, John Henderson
Drainage Superintendent, Alessia Mussio

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:37 pm.

C. Land Acknowledgement

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

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

D. Disclosure of Pecuniary Interest

Councillor Tania Jobin declares a pecuniary interest on this drain as she owns affected properties and refrains from discussion and voting.

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comments from any affected landowners on the proposed drainage works, as set out in the Drainage Report, filed by Gerard Rood, P.Eng., of Rood Engineering Inc., dated January 9, 2023, for the Sullivan Creek Drain.

The Drainage Superintendent provides an overview of the proposed works as outlined in the Report as appended on the agenda.

F. Delegations

1. Gerard Rood, P.Eng., Drainage Engineer, Rood Engineering Inc.

The Drainage Engineer explains that the Essex Region Conservation Authority (ERCA) did contact him regarding three design drawings on pages 49, 50 and 51 of the Drainage Report. He recommends that the revised designs be circulated to the affected property owners with the notice for the Court of Revision meeting.

G. Communications

1. Public Notice dated February 14, 2023
2. PWES-2023- 15 Request to Reconsider Engineers Report - Sullivan Creek Drain
3. By-Law 2023-028

Motion: PCM - 23/23

Moved By Councillor Rick Tonial
Seconded By Deputy Mayor Joe Bachetti

That Communications - For Information 1 to 3 as listed on the Tuesday, February 28, 2023 Public Council Meeting Agenda, **be received**.

Carried

H. Reports

I. Adjournment

Motion: PCM - 24/23

Moved By Councillor Brian Houston

Seconded By Councillor James Dorner

That there being no further business, the Tuesday, February 28, 2023 meeting of the Public Council Meeting **be adjourned** at 6:43 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Special Meeting of Council

Minutes

Date: Tuesday, February 28, 2023
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, James Dorner
Councillor, Alicia Higgison
Councillor, Brian Houston
Councillor, Tania Jobin
Councillor, Rick Tonial

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Legislative Services & Clerk, Robert Auger
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:00 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. Municipal Freedom of Information and Protection of Privacy Act

Robert Auger, Director Legislative Services & Clerk

The Director Legislative Services & Clerk presents the PowerPoint presentation entitled "Municipal Freedom of Information and Protection of Privacy Act - A Balancing Act: Access vs. Privacy" as appended on the agenda and responds to questions from the Members.

Motion: SCM - 11/23

Moved By Councillor Rick Tonial

Seconded By Councillor Alicia Higgison

That the presentation entitled "Municipal Freedom of Information and Protection of Privacy Act - A Balancing Act: Access vs. Privacy" **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 - 12/23

Moved By Councillor Brian Houston

Seconded By Councillor Rick Tonial

That there being no further business, the Tuesday, February 28, 2023 meeting of the Special Council Meeting **be adjourned** at 4:54 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



TOWN OF TECUMSEH REGIONAL WASTE DISCUSSION

March 14, 2023



Essex-Windsor Solid Waste Authority

- ▶ The Essex-Windsor Solid Waste Authority is a Joint Board of Management created by the Corporation of the County of Essex and the Corporation of the City of Windsor pursuant to a 1994 agreement, to establish, operate and manage the Regional Landfill, recycling and waste diversion programs
- ▶ With the exception of waste collection, all other waste programs are already managed on a regional basis, including:
 - ▶ Regional promotion & education programs (Recycle Coach app, collection calendars, etc.);
 - ▶ Regional landfill management;
 - ▶ Regional leaf and yard waste composting;
 - ▶ Regional appliance (aka White Goods) pickup;
 - ▶ Regional recycling collection and processing; and
 - ▶ Regional depots for disposing of waste, recyclables, electronics, chemicals, etc.

County of Essex - By-law No. 2847

- ▶ The regional programs outlined on the previous slide were taken over by the County, or implemented by the County on a regional basis, following the lower tier municipalities that existed in 1990 uploading waste matters to the County.
- ▶ On September 19, 1990, pursuant to the provisions of Section 209 of the *Municipal Act*, R.S.O. 1980, c. 303, the County assumed by adoption of By-law No. 2847 all waste management powers of its lower tier municipalities except for “sewage sludge”, the “collection of waste” and the delivery of waste.
- ▶ The exceptions carved out of By-law No. 2847 is the historic reason for the lower tiers continuing to treat their own sewage waste and manage their own garbage collection, while the County handles every other waste matter on a regional basis.

Essex-Windsor Solid Waste Authority

- ▶ The 1994 agreement includes the following as it relates to waste collection:

Section 5 (q) - Powers and Obligation of the Authority

- (i) It is understood and agreed that, until otherwise determined by the parties hereto, waste collection and recycling collection within the City of Windsor, as well as operations at the City of Windsor Waste Transfer Station, will remain the responsibility of the City of Windsor.*
- (ii) It is understood and agreed that, until otherwise determined by the parties hereto, waste collection in the County of Essex will remain the responsibility of the individual local municipalities.*
- (iii) Despite paragraphs (i) and (ii) above, the Authority may enter into agreements with either the City or the County respecting the purchase of a waste management service, subject to such terms and conditions as may be agreed upon.*

County of Essex

- ▶ At the March 16, 2022 meeting, Essex County Council resolved the following:

That County Council advise the EWSWA prior to March 31, 2022, that all Essex County municipalities will participate in a regional solution for the collection and processing of organic waste material from urban settlement areas, at a minimum, as part of the short-term processing contract commencing January 1, 2025 or immediately upon the expiration of a municipality's existing waste collection contract, whichever is later.

County of Essex

- Further at the June 15, 2022 meeting, Essex County Council unanimously resolved the following:

That Essex County Council direct Administration to work with the Essex-Windsor Solid Waste Authority (EWSWA) to prepare a report on potential cost savings to be realized by transferring the jurisdiction of garbage collection from local municipalities to the County and ultimately to EWSWA, to manage garbage collection services for the County municipalities.

That Essex County Council direct Administration to conduct consultations and seek formal concurrence from each local municipality, in accordance with Section 189(2) of the Municipal Act, 2001, to transfer the jurisdiction of garbage collection, and examine the individual potential impacts of recovering fees for all waste and/or organic collection and disposal from a user fee pay system to a tax levy billing system.

Regional Waste - Financial

- ▶ Waste collection contracts are currently negotiated and held at the local level
- ▶ Terms/prices vary and range from expirations in 2022 through to 2027 and at values from \$650,000 to \$1,7Million
- ▶ Recent tendering results indicate significant contract increases
- ▶ Anticipated advantages to regionalizing:
 - ▶ Economies of scale
 - ▶ Streamlining service delivery and improving administration efficiencies
 - ▶ Standardization of service levels
 - ▶ Incentivizing green household practices

Logistical Considerations

- ▶ Economies of Scale
 - ▶ Goal to align all contracts to a unified term
 - ▶ Can existing contracts be transferred to EWSWA?
 - ▶ Can existing contracts be exited? If so, at what cost/penalty?
- ▶ Streamlining Service Delivery and Improving Administration Efficiencies
 - ▶ Customer service response moved to EWSWA (communication/education of public)
 - ▶ Contract negotiation for region rather than 7 times over
 - ▶ Administrative capacity regained at local level

Logistical Considerations Cont'd

- ▶ Standardizing service levels
 - ▶ Frequency of collection (weekly, bi-weekly)
 - ▶ Quantity of collection (bag tags, no limits)
 - ▶ Timing of collection (4am, 6am, 7am...)
 - ▶ Additional services (yard waste, Christmas Tree programs, bulk items)
- ▶ Incentivizing greener household practices
 - ▶ Frequency of collection linked to organics
 - ▶ Leveraging EWSWA education/promotion resources
 - ▶ Tracking service statistics to drive engagement and program improvement

County of Essex – Legal Framework

- ▶ Should the lower tier municipalities decide that they wish for the County to assume responsibility for garbage collection, By-law No. 2847 would have to be repealed and replaced with a new By-law that no longer makes an exception for the collection and delivery of waste.
- ▶ The lower tier municipalities would have to largely be supportive of the measure as well. However, not all lower tier municipalities would have to be supportive in order for the collection and delivery of waste to be uploaded.
- ▶ The precise process for uploading a service such as the collection and delivery of waste from the lower tiers to the County is outlined in Section 189 and 190 of the *Municipal Act, 2001*.

County of Essex – Legal Framework

- ▶ Sections 189 and 190 of the *Municipal Act, 2001*, provides as follows:

Transfer of power to upper-tier

189(1) An upper-tier municipality may pass a by-law to provide for,

- (a) the transfer of all or part of a lower-tier power to the upper tier municipality from one or more of its lower tier municipalities which are specified in the by-law; and
- (b) transitional matters to facilitate the assumption of the lower-tier power.

County of Essex – Legal Framework

Conditions

189(2) A by-law under subsection 1 shall not come into force unless,

- (a) a majority of all votes on the council of the upper tier municipality are cast in its favour;
- (b) a majority of the councils of all the lower-tier municipalities forming part of the upper tier municipality for municipal purposes have passed resolutions giving their consent to the by-law; and
- (c) the total number of electors in the lower-tier municipalities that have passed resolutions under clause (b) form a majority of all the electors in the upper-tier municipality.

County of Essex – Legal Framework

No repeal

189(3) A provision of a by-law passed under clause (1)(a) shall not be repealed in whole or in part after it comes into force.

Exception

189(4) Despite subsection (3), if a by-law of an upper-tier municipality passed under subsection (1) is in force, the by-law shall be deemed to be repealed to the extent it conflicts with a by-law of a lower-tier municipality passed under section 191 which comes into force at a later date.

County of Essex – Legal Framework

Effect of by-law

190(1) When a by-law passed under Section 189 comes into force,

- (a) the upper-tier municipality may exercise the transferred lower-tier power of the lower-tier municipalities specified in the by-law;
- (b) a lower-tier municipality specified in the by-law and its local boards are bound by the by-law and no longer have power to exercise the transferred lower-tier power;

County of Essex – Legal Framework

- (c) an existing by-law or resolution of a lower-tier municipality and its local boards that relate to the transferred lower-tier power shall, to the extent it applies in any part of the lower-tier municipality, be deemed to be a by-law or resolution of the upper-tier municipality; and
- (d) the existing by-law or resolution referred to in clause (c) shall remain in force in that part of the lower-tier municipality until the earlier of two years after the transfer by-law comes into force and the day the existing by-law or resolution is repealed by the upper-tier municipality.

County of Essex – Next Steps

If the consensus among the lower tier municipalities is that the County should take over garbage collection and operate it as a regional program, the following is required:

- (1) The County would have to pass a By-law that is (a) eventually supported by (a) a majority of the lower-tier municipalities and (b) those lower tier municipalities that pass a resolution in support would have to comprise a majority of all electors in the County;
- (2) If the County chooses to contract with EWSWA to handle the garbage collection, an amendment to the EWSWA Agreement to permit this would likely be required;
- (3) Direction would have to be given to EWSWA to stop invoicing the lower tier municipalities and invoice the County instead; and
- (4) EWSWA would need to revise its operational plan and obtain City and County approval for same.

County of Essex – Next Steps

If the consensus among the lower tier municipalities is that the County should **NOT** take over garbage collection and operate it as a regional program, the following is required:

- (1) Based on direction from County Council, the County would still need to pursue a regional approach to organics collection, and would need input from the lower-tier municipalities about the issues with having charges for a regional organics program added to the general levy;
- (2) Direction would have to be given to EWSWA to invoice the County and not to invoice the lower tier municipalities for this regional program; and
- (3) EWSWA would still need to revise its operational plan and obtain City and County approval for same.

Funding Model Options

User Fee Based

- ▶ Links usage of service to cost to provide service
- ▶ Supports environmentally friendly household practices (similar to water billing model/conservation)
- ▶ User fee supported services are charged only to those who have access to the service

General Levy Based

- ▶ Links Current Value Assessment (CVA) to cost to provide service
- ▶ Higher the CVA the higher the proportion of costs paid for regional service
- ▶ General levy supported services should be accessible to all equally

Next Steps

- ▶ Presentation to County Council (new term of council).
- ▶ Circulation of a draft County By-law for lower tier municipalities to provide comments on.
- ▶ Identification of additional information required from EWSWA and/or County.
- ▶ Individual meetings with each local if requested.
- ▶ Timing of administrative reports to local councils.

Questions?

Thank You

Sandra Zwiers – County of Essex – Director of Finance/Treasurer

David Sundin – County of Essex - Solicitor

Michelle Bishop – EWSWA – General Manager

February 18, 2023

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

Dear Premier Ford:

RE: Bill 23, More Homes Built Faster Act, 2022

On behalf of County Council, as adopted on February 15, 2023, I have been requested to send correspondence to the Province identifying our significant concerns with Bill 23, the *More Homes Built Faster Act, 2022* as proclaimed. Essex County acknowledges and supports Ontario's stated objective to increase housing supply.

We are supportive of efficient and effective municipal decision-making and will continue to work with the Province in this regard. We cannot, however, support measures that place the burden for financing new housing squarely on our residents and put at risk community and environmental sustainability. We believe Bill 23 jeopardizes the core principles of sustainable development. Changes to several Acts that are part of Bill 23 should be paused and revisited due to their severe implications for our municipalities.

The County of Essex is concerned the *More Homes Built Faster Act* will have significant unintended consequences that may delay or obstruct the construction of additional housing supply, the opposite of what is intended. Moreover, there are no assurances in the legislation that houses built can be afforded by those who need them. The Association of Municipalities of Ontario's evaluation of the measures in this Bill have concluded that there is no confidence that it will do anything to improve the affordability of housing.

At the County Council Meeting on February 15, 2023, the following resolutions were adopted:

1. That Essex County Council endorse the Administrative comments and recommendations to the Province, as contained in Report No. 2023-0215-IPS-R02-RB, included on the February 15, 2023, County Council Agenda and titled "*Bill 23, More Homes Built Faster Act, 2022* Information Update"; and,
2. That the Warden, on behalf of Essex County Council, write to the Minister of Municipal Affairs and Housing to request that the Province of Ontario create a municipal reimbursement fund to compensate the County of Essex and more importantly its local municipalities, in order that they be made whole as a result of the impacts of Bill 23 on municipal growth funding revenues and expenditures; and
3. That the Warden's letter to the Province also request that the Government of Ontario pause the further implementation of Bill 23, and participate in meaningful engagement with municipalities, and other key stakeholders, to address identified concerns in order to achieve the shared goal of increasing housing supply and improving affordability and sustainability; and
4. That Administration be authorized to prepare and submit to the Province of Ontario any additional comments on Bill 23, and any amending bills or related regulations, as necessary during their release.

Our concerns

Our concerns pertaining to Bill 23, the *More Homes Built Faster Act, 2022*, include not only those faced by the County as the upper-tier. They have been unanimously endorsed by the Mayors and Deputy Mayors of our seven lower-tier municipalities as outlined below.

Financial burden on municipalities

The move away from a "growth pays for growth" approach places severe financial burdens on municipalities and, by extension, taxpayers, including those families and individuals reaching for home ownership. The shift of growth costs to residents through increasing property tax and water/sewer rates will impact the ability of our residents to enjoy basic quality of life services that our municipalities will struggle to provide.

For the Essex County municipalities, the changes to development charges as outlined in the legislation will result in losses in the millions of dollars over the next 10 years. The complete financial impact is unknown at this time, however the initial losses due to the number of developments currently coming forward is already significant.

The County is also anticipating significant resource implications, including the potential need for additional staff and other resources to manage the policy and administrative aspects of the changes. These additional staffing requirements are due to the prohibitions on our conservation authorities from providing natural heritage review service delivery as part of the planning process. Our municipal building, planning and engineering departments will be further burdened by the legislative changes in the *Planning Act* and *Conservation Authorities Act*. Our municipal finance departments will face added work due to the number of changes imposed under the *Development Charges Act*.

Impact on infrastructure

A significant challenge in building homes at the pace anticipated by Bill 23 is the demand new construction puts on essential services – like water, and sanitary and storm sewers – and the infrastructure required to provide those services. This is compounded by reduced municipal financing for maintenance and growth-related upgrades of existing infrastructure.

Community sustainability and environmental protection

As expressed in the Association of Municipalities of Ontario (AMO) position, which we endorse, many of the proposed amendments to the *Planning Act* and *Conservation Authorities Act*, as well as the changes to the Ontario Wetland Evaluation System (OWES), signal a move away from environmental protection at a time when climate change impacts are being felt at the local level through more frequent flood events. We recognize the important function that wetlands provide in flood attenuation and ecosystem diversity.

Essex County is seeking assurance that natural heritage and water resources are managed in a way that maintains, enhances and restores these systems. We are further concerned that the proposed offsetting policy – or "pay to pave" – will result in the loss of biodiversity and ecosystems. An offsetting policy should be applied as a last resort in the planning process.

Erosion of local government

The removal of public meetings for subdivisions and third-party appeals for consents and minor variances demonstrates to residents that their opinions on development and its impacts on social wellbeing do not matter. The expanded power of the Ontario Land Tribunal to dismiss appeals and award costs to the successful parties further erodes local authority.

Lack of meaningful consultation

The very short consultation period provided by the Province has prevented municipalities from understanding, before commenting, the full extent and impacts of the sweeping changes that have been introduced, not to mention the various other related legislative, policy and regulatory changes that are still under consideration (e.g., Provincial Policy Statement, etc.).

We are seeking

Further consultation with Ontario's municipalities. Since the consultation timeline did not allow municipalities to fully review the proposed changes and provide comprehensive responses, we are asking the Province to pause the implementation of any further regulations and consult with municipalities and stakeholders. There is certainly a need to reflect on the vast implications of the legislative changes imposed to date.

Financial support. Early estimates of the financial impacts of the *More Homes Built Faster Act* are significant. Municipal governments are not positioned to absorb these costs and cannot carry out the Province's strategy without financial support. To address these very significant funding shortfalls we are requesting defined funding streams, not one-off grants that place additional burdens on municipal administrations to apply for and regularly report back to the Province.

Revisiting the changes that reduce sustainability and environmental protections. Municipalities need to have the ability to locally decide when to enter into service agreements with our conservation authorities for services that they are now prohibited from providing. Staff at the County and local municipalities do not have the resources to take responsibility for these services, and consultants in our region do not have the capacity to provide them. Further, if conservation authorities cannot issue permits when a development has gone through a *Planning*

Act application, there is an increased the risk that natural disasters will have devastating impacts on new developments and future residents. The changes to the provincial guidelines (e.g. OWES and natural heritage offsetting policy) need to be revisited.

Essex County Council thanks you for taking the time to review our concerns. We are hopeful for continued dialogue on the *More Homes Built Faster Act, 2022*. In the meantime, it is our intention to continue to support municipal organizations, such as the Association of Municipalities of Ontario, to lobby the province to work with municipalities in developing solutions that grow the housing supply. It is imperative that solutions be found through collaboration, cooperation and innovation by all parties.

Thank you,



Hilda MacDonald
Essex County Warden

cc:

The Hon. Steve Clark, Minister of Municipal Affairs & Housing, (minister.mah@ontario.ca)
Kate Manson-Smith, Deputy Minister Municipal Affairs and Housing (kate.mansonsmith@ontario.ca)
Anthony Leardi, MPP, Essex Riding (Anthony.Leardi@pc.ola.org)
Trevor Jones, MPP, Chatham-Kent-Essex (Trevor.Jones@pc.ola.org)
Andrew Dowie, MPP, Windsor-Tecumseh Riding (Andrew.Dowie@pc.ola.org)
Essex County Municipalities
Association of Municipalities of Ontario (AMO)





Official Plan Review (2022-2052)

One Land, One Climate, One Future, Together

NOTICE OF PUBLIC MEETING PROPOSED NEW OFFICIAL PLAN

PURPOSE

Essex County Council will hold a statutory public meeting, pursuant to Section 26(3) of the *Planning Act, R.S.O., 1990*, as amended, for the purposes of discussing the proposed new Official Plan. The public meeting will be held as follows:

**WEDNESDAY APRIL 5, 2023
5:00 P.M.**

**COUNTY OF ESSEX, COUNCIL CHAMBERS
360 Fairview Avenue West, Essex, ON, N8M 1Y6**

THE PUBLIC MEETING is intended to provide an opportunity for the public to offer comments regarding any issue or matter that should be considered in creating the new Official Plan. Members of Council will also be providing input on issues or matters to be considered during the new Official Plan process.

BACKGROUND ON THE NEW OFFICIAL PLAN

The long-term prosperity, health and well-being of residents living and working in Essex County will to a large degree be shaped by the land use, transportation, growth management, environmental, housing and fiscal policies that are incorporated as part of the County of Essex Official Plan. It is one of the most important policy documents that County Council adopts, and it contains a broad range of goals and policies that guide and provide direction to landowners, business owners, and the community at large pertaining to how growth is managed and resources are protected.

Once approved by the Ministry of Municipal Affairs and Housing, the new Official Plan will replace the existing in force and effect Official Plan.

The *Planning Act* requires that an Official Plan conform with provincial plans or that it does not conflict with them; has regard to matters of provincial interest; is consistent with provincial policy statements; and addresses recent legislative changes. Taking into account the timing of the approval of the current Official Plan, the introduction of a 2020 Provincial Policy Statement and amendments to the *Planning Act*, R.S.O., 1990 the County has initiated the creation of a new Official Plan.

This public meeting is the first of the statutory meetings to be held in relation to the County's Official Plan review and will include an overview presentation by the County's planning consultant. Throughout the OP review process there will be additional opportunities for the public to review draft documents and to provide comments to Council and staff, including an Open House and Statutory Public Meeting under section 17 of the Planning Act that will occur prior to County Council considering the adoption of the proposed new County Official Plan.

SUBJECT LANDS

The new Official Plan will affect all lands within the municipal boundary of the County. Accordingly, no key map is provided.

YOUR INPUT IS IMPORTANT

Any person may attend the public meeting and/or provide written or a verbal representation. If you are unable to attend the meeting, you may provide written comments by submitting them to the address below.

By Mail: Rebecca Belanger, MCIP, RPP, Manager, Planning Services, County of Essex, 360 Fairview Avenue W, Essex, ON, N8M 1Y6

By Email: officialplanreview@countyofessex.ca

If you wish to be added to the mailing list, please utilize the email or address noted above. A copy of the agenda for the public meeting, including a staff report and any attachments, will be available in advance of this public meeting on the County's website.

The County's current Official Plan may be reviewed on the County of Essex website at <https://www.countyofessex.ca/en/doing-business/official-plan.aspx> . A copy of the two background reports that were prepared as part of the initial phase of the County's Official Plan Review can be viewed at <https://www.countyofessex.ca/en/doing-business/comprehensive-official-plan-review-2021-2023.aspx>.

NOTICE OF COLLECTION

Personal information collected as a result of this public meeting is collected under the authority of the *Municipal Act*, the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, the *Planning Act*, and all other relevant legislation, and will be used to assist in making a decision on this matter. All personal information (as defined by MFIPPA), including (but not limited to) names, addresses, opinions and comments collected will be made available for public disclosure to members of the public, at the meeting, through requests, and through the County of Essex website. Questions regarding the collection, use, and disclosure of this personal information may be directed to the Clerk, Essex County Civic; 360 Fairview Avenue W, Essex, ON, N8M 1Y6.

This notice published on February 24, 2023 and March 3, 2023.

COVID-19 Information:

The health and safety of residents, Council, and staff is the most important part of this meeting. Residents who do not wish to attend the meeting have the option of submitting their comments in writing. Both in person and written comments are equally valued.

February 24, 2023

Hello,

We are writing to let you know that the Ministry of Natural Resources and Forestry is proposing to make amendments to [Ontario Regulation 161/17](#) under the [Public Lands Act](#) regarding the use of floating accommodations and camping on water over public lands in Ontario. In addition, minor changes (listed below) are proposed for added clarity and consistency in the regulation.

The proposed changes are described in a regulation proposal notice that was posted on Ontario's Regulatory Registry and the Environmental Registry of Ontario (ERO) on February 24, 2023 (ERO number [019-6590](#)).

The proposed changes related to floating accommodations were informed by feedback received by the ministry in response to the March 2022 ERO bulletin titled, "Seeking input about the use of floating accommodations on waterways over Ontario's public lands" (ERO number [019-5119](#)).

We are proposing to amend Ontario Regulation 161/17 to clarify the types of camping units that can be used to camp on water over public land. It is proposed that the definition of 'camping unit' will be clarified to allow for camping on liveaboards and houseboats but will exclude floating accommodations, float homes and barges with residential units or camping facilities.

We are also proposing to change the conditions that must be met when camping on water over public lands in Ontario by:

- reducing the number of days that a person can camp on water over public land (per location, per calendar year) from 21 days to 7 days
- increasing the distance that a person camping on water must move their camping unit to be occupying a different location from 100 metres to 1 kilometre
- adding a new condition to prohibit camping on water within 300 metres of a developed shoreline, including any waterfront structure, dock, boathouse, erosion control structure, altered shoreline, boat launch and/or fill.

In addition, we are proposing to:

- harmonize the conditions for camping on public land so that residents and non-residents are required to follow the same conditions when camping on water over public lands or on public lands
- specify conditions for swim rafts, jumps, ramps for water sports, heat loops and water intake pipes
- clarify that camping on a road, trail, parking lot or boat launch is prohibited
- amend the regulation to add the following to the list of excluded public lands to which section 21.1 of the *Public Lands Act* and Ontario Regulation 161/17 do not apply:
 - lands subject to an agreement authorizing the use of those lands
 - lands subject to an authorization under the *Aggregate Resources Act*.

We encourage you to review the proposal notice (ERO number [019-6590](#)) and provide feedback through the ERO. The comment period for the proposal closes on **April 11, 2023**.

Online Information Sessions

We invite you to attend an online information session during which ministry staff will present an overview of the regulatory proposal and answer questions. Sessions will be held on the following dates:

Session 1 – Wednesday, March 8: 10:00 am to 11:30 am

Session 2 – Monday, March 20: 2:00 pm to 3:30 pm

If you wish to attend an online information session, please register by emailing public.lands@ontario.ca with the subject line “Regulatory Proposal Information Session” and indicate your preferred session date. You will receive a reply to your email with the session start/end times and information on how to join.

Sincerely,

Peter D. Henry, R.P.F.
 Director, Crown Forests and Lands Policy Branch
 Ministry of Natural Resources and Forestry

c: Pauline Desroches, Manager, Crown Lands Policy Section
 Michelle Dano, Senior Program Advisor, Crown Lands Policy Section

March 3, 2023

Good morning/afternoon,

Ontario is taking action to streamline and modernize its almost 50-year-old environmental assessment process that is too slow, unnecessarily burdensome and costly, to build Ontario while continuing to protect the environment. As part of this plan, we are making practical changes that would ensure strong environmental oversight while reducing delays to get shovels in the ground on projects that matter most to Ontario communities.

Today, on behalf of the Ministry of the Environment, Conservation and Parks, I am writing to let you know that the Municipal Class Environmental Assessment (EA) has been amended as part of the ministry's work on EA modernization.

Over the last three years, our modernization efforts have focused on ensuring strong environmental oversight while reducing delays on infrastructure projects that matter most to Ontario communities. This process includes considering input from stakeholders and Indigenous communities and streamlining requirements for low-risk municipal infrastructure projects, while maintaining strong environmental oversight and protection.

In 2019, the Ministry of the Environment, Conservation and Parks invited the proponents of class environmental assessments to review their assessment process and to propose changes to reduce duplication and better align assessment requirements with risk. We started consulting with municipalities, government agencies and Indigenous communities on the proposed amendments to the Municipal Class EA in 2020. I want to thank all who have offered feedback on the proposed amendments, through submitting comments, participating in webinars and correspondence. We have considered all comments received during the consultation, in addition to conducting our own analysis before the minister decided on the proposed amendments to the Municipal Class EA.

After careful consideration, the decision was made to approve many of the proposed amendments to the Municipal Class EA, including amendments proposed by the ministry. Various changes were made to the Municipal Class EA to update project schedules to better align the level of assessment with the environmental impact of the project. By looking at smarter, more modern ways of doing business, we're making sure important public services and infrastructure projects can get off the ground faster without unnecessary costs and delays.

Based on input received from Indigenous communities and Ministry of Citizenship and Multiculturalism (formerly the Ministry of Tourism, Culture and Sport) regarding the need to ensure the protection of archaeological resources and burial sites, an archaeological screening process will be required for various project types that are now eligible for exemption. The exemption will be conditional on the completion and outcome of the screening. The archaeological screening process consists of three questions with links to various tools and criteria developed under the *Ontario Heritage Act*. Proponents must carry out the specified research and consultation to accurately respond to each question, including consultation with Indigenous Communities, municipal governments, and Ministry of Citizenship and Multiculturalism, and may require the assistance of a licensed archaeologist. A project that the screening process applies to would not be exempt unless the archaeological screening process is completed as required, project documentation maintained and all mitigation measures that are identified through the screening process are implemented.

Please see Appendix 1 of the Municipal Class EA for more information on the new archaeological screening process.

Detailed information on the approved amendments to the Municipal Class EA, including the Minister of the Environment, Conservation and Parks' reasons for making the amendments, can be found at: <https://ero.ontario.ca/notice/019-5069>. The changes are effective as of the date of posting on the Environmental Registry of Ontario, March 3, 2023.

Proponents authorized to proceed with projects through the Municipal Class EA are required to proceed in accordance with the transition provisions set out in the amended Municipal Class EA, as it came into effect on March 3, 2023. Municipalities should review the amended Municipal Class EA to determine the impact on their project.

If you have any questions, please contact Stephen Deneault, Project Officer, by e-mail at: Stephen.Deneault@ontario.ca and the Environmental Assessment Modernization Team at: EAModernization.MECP@ontario.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Cross".

Annamaria Cross
Director, Environmental Assessment Modernization Branch
Ministry of the Environment, Conservation and Parks



The Corporation of the Town of Tecumseh

Community & Recreation Services

To: Mayor and Members of Council

From: Beth Gignac, Director Community & Recreation Services

Date to Council: March 14, 2023

Report Number: CRS-2023-03

Subject: Taste of Tecumseh Festival 2023

Recommendations

It is recommended:

That the Optimist Club of St. Clair Beach be authorized to sell and serve alcoholic beverages for consumption by patrons at Lakewood Park from Friday, June 16, 2023 through to and including Saturday, June 17, 2023, subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy No. 31 for the purposes of hosting the 2023 Taste of Tecumseh Festival;

And that relief **be granted** from Noise By-law No. 2002-07, as amended, in order to permit the Optimist Club of St. Clair Beach to operate sound amplifying equipment during the 2023 Taste of Tecumseh Festival for the purposes of musical entertainment and event announcements on Friday, June 16, 2023 and Saturday, June 17, 2023 from 5:00 p.m. to 1:00 a.m.

Background

Since 2015, the Optimist Club of St. Clair Beach (Optimist Club) has hosted an event titled A Taste of Tecumseh Food and Wine Festival (Taste of Tecumseh Festival) at Lakewood Park. The event is a licensed event that includes live musical entertainment. The Optimist Club restricts entrance to the event to only those aged 19 and over.

The Taste of Tecumseh Festival is the major fundraising initiative for the Optimist Club. The funds raised at the event are used to support community initiatives such as the annual Victoria Day Fireworks display, the Family Fun Fair event, Free Recreational Skates and Swims, as well as contributions towards the Recreational Funding program that assists low-income families with registration fees for sports and recreational programs.

Comments

Administration has met with representatives from the Optimist Club to review its plans for the Taste of Tecumseh Festival. According to the Optimist Club, the event will proceed as follows:

Wednesday, June 14, 2023 and Thursday June 15, 2023: Optimist Club will be coordinating volunteers to oversee and conduct the event layout and set-up during which time tents and equipment will be erected, including an entertainment stage and sound system. In addition, various food and beverage vendors will be arriving to set up services for the event operations. Required inspections, including Building, Fire, and Health Unit will be completed prior to the festival's operating hours.

Friday, June 16, 2023 and Saturday, June 17, 2023: The Festival operating hours will be 5:00 p.m. to 1:00 a.m. on Friday, June 16, 2023 and Saturday, June 17, 2023.

Sunday, June 18, 2023 and Monday, June 19, 2023: The Optimist Club will be coordinating volunteers to clean Lakewood Park to restore it to its original condition for public use. The Parks Department will inspect the site the afternoon of Monday, June 19, 2023. If during the inspection the condition of the park is deemed to be unacceptable, Parks Department staff will be scheduled to clean the site and the labour will be invoiced to the Optimist Club.

Outdoor Special Events Policy: Administration has reviewed Policy No. 85 as it relates to the request made by the Optimist Club to host the Taste of Tecumseh Festival and has determined that the event is in accordance with the Policy. Therefore, Administration is prepared to execute the Facility Use Agreement accordingly.

Municipal Alcohol Policy: As part of the 2023 Taste of Tecumseh Festival, the Optimist Club is requesting permission to set up a licensed area within Lakewood Park for the purpose of selling, serving and consuming alcoholic beverages. Town Administration has provided the Optimist Club with a copy of the Municipal Alcohol Risk Management Policy No. 31, as well as information related to obtaining a Special Occasion Permit from the AGCO.

According to the Municipal Alcohol Risk Management Policy, Council may change the designation of any municipal Park Facility, or Street by resolution at its discretion. Administration recommends that subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy, the Optimist Club be authorized to sell,

serve and consume alcoholic beverages at Lakewood Park from Friday, June 16, 2023 through to and including Saturday, June 17, 2023.

Noise By-Law: The Optimist Club requires the use of a sound amplifying system for its evening stage entertainment / music and for event announcements. The Optimist Club has indicated it is aware of the surrounding neighbourhood and will make every effort to maintain the sound at an acceptable level. The Optimist Club is requesting a waiver of the Noise Bylaw in order that they may utilize sound amplifying equipment throughout the event operating hours.

Administration recommends that relief be granted from the Noise By-law No. 2002-07, as amended, in order to permit the Optimist Club to operate sound amplifying equipment during the Taste of Tecumseh Festival during the following time periods: Friday, June 16, 2023 from 5:00 p.m. to 1:00 a.m. and Saturday, June 17, 2023 from 5:00 p.m. to 1:00 a.m.

Consultations

Financial Services
Legislative Services & Clerk
Special Events Resource Team
Optimist Club of St. Clair Beach

Financial Implications

In accordance with the Fees and Charges Bylaw, the rental fee for the use of Lakewood Park is \$1,750 (Special Event 2 day). Any additional fees for equipment rental and site servicing will be applied according to the Fees and Charges Bylaw.

The Optimist Club is responsible for any costs associated with OPP resources.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Brett Palmer
Senior Manager Recreation Services

Reviewed by:

Beth Gignac, BA Hons
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

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: March 14, 2023

Report Number: DS-2023-04

Subject: 2022 Year End Permit Report

Recommendations

It is recommended:

That Development Services Report No. DS 2023-04, “2022 Year End Permit Report”,
be received.

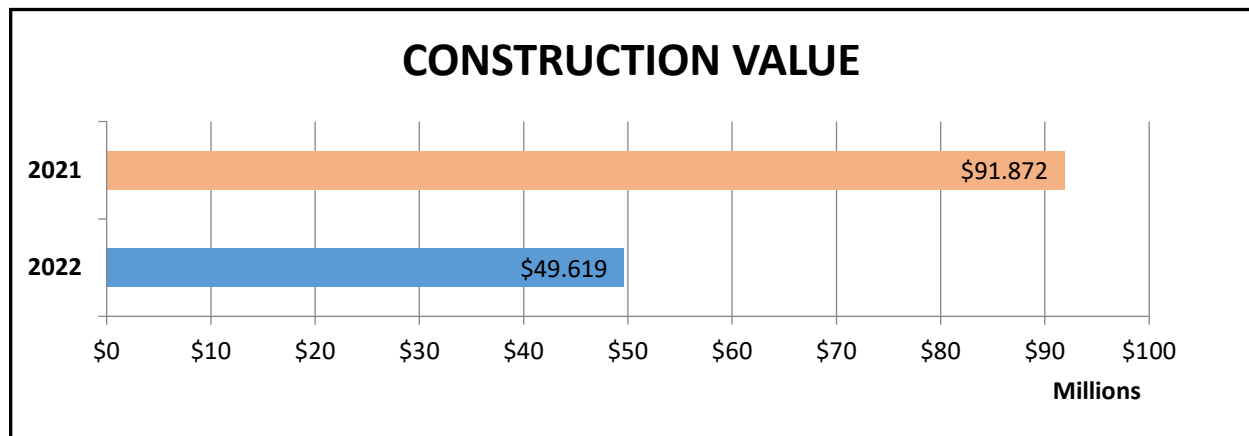
Background

This Report summarizes the permits issued for the year 2022 (January-December) and compares the values in the same period of the previous year.

Comments

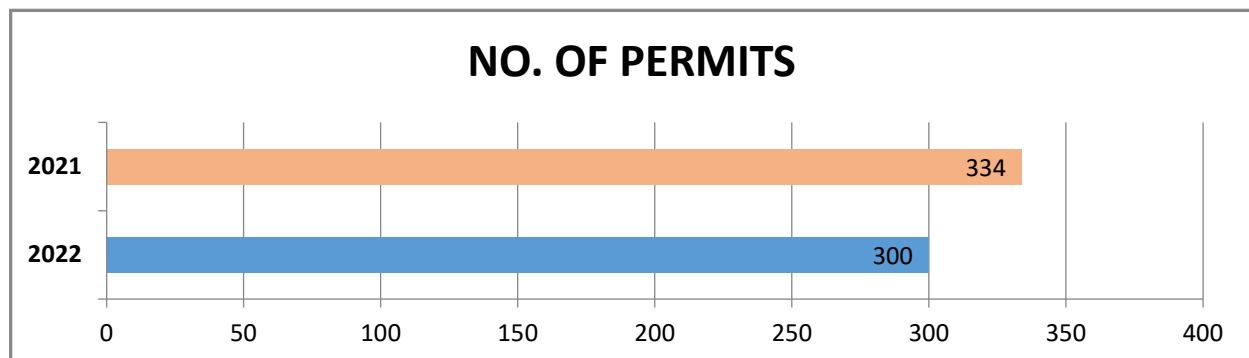
1. Construction Value:

The following chart summarizes the reported construction value of permits for 2022. The 2022 construction value was reported at \$49,619,285, which is down from the 2021 construction value of \$91,872,261 by \$42,252,976 or 46 percent. The two main factors behind this difference were permits for three apartment type residential buildings and a long-term care home with a combined construction value of \$53,000,000 in 2021, along with the fact that a number of significant residential developments did not proceed in 2022 as had originally been projected.



2. Number of Permits:

The following chart summarizes the total number of permits issued for the period, which are down from 2021 by 34 permits or 11 percent.



3. Permit Types:

The following chart summarizes the number of permits issued by type for the period. A total of 13 new single dwelling unit permits were issued, which is the same as had been issued in 2021. One significant difference is that in 2021 permits were issued for 3 apartment type residential buildings, that provided 180 dwelling units. There were no apartment type residential building permits issued in 2022.

Permits		
Types of Permits	No of Permits	
	2022	2021
New Residential Buildings	13	13
New Multi-Residential Buildings	0	3 (180 units)
Residential Additions and Improvements	96	156
New Non-Residential Buildings	5	9
Non-Residential Additions and Improvements	49	47
Swimming Pools	61	58
Lot Grading	2	3
Fences	34	26
Signs	12	6
Portable Signs	0	0
Demolitions	11	13
Totals	300	331

Consultations

None

Financial Implications

Total permit fee revenue for the period is reported at \$360,187, which is \$207,681, or 36 percent lower than the budgeted amount of \$567,868. This is largely due to a number of significant residential developments not proceeding as had originally been projected.

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:

Peter Valore, CBO
Manager Building Services & Chief Building Official (CBO)

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: April 11, 2023

Report Number: DS-2023-05

Subject: Zoning By-law Amendment
13931 Riverside Drive
Results of Public Meeting and Final Recommendations
OUR FILE: D19 13931 Riverside Drive

Recommendations

It is recommended:

That Report DS-2023-05 entitled “Zoning By-law Amendment, 13931 Riverside Drive, Results of Public Meeting and Final Recommendations”, **be received**;

And that a by-law having the effect of amending Zoning By-law 2065 by rezoning a 0.12 hectare (0.29 acre) parcel of land situated on the south side of Riverside Drive, approximately 35 metres (114 feet) east of its intersection with Arlington Boulevard (13931 Riverside Drive) from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-8)” in order to facilitate the construction of a one-storey, two-unit dwelling (semi-detached dwelling) and establish site specific lot provisions, in keeping with DS-2023-05, **be adopted**.

Executive Summary

A Zoning By-law amendment application was submitted by L.J.B. Family Holdings (“the Owner”) to facilitate the redevelopment of a 0.12 hectare (0.29 acre) parcel of land situated on the south side of Riverside Drive, approximately 35 metres (114 feet) east of its intersection with Arlington Boulevard (13931 Riverside Drive). The Owner is

proposing the construction of a one-storey, two-unit dwelling (semi-detached dwelling). Report [DS-2023-01](#) was received by Council at the January 25, 2023 Regular Council Meeting and at the February 28, 2023 Public Meeting. In accordance with the direction of DS-2023-01, this Report summarizes the comments received at the Public Meeting, provides administrative responses to those comments along with relevant planning analysis and makes a final recommendation to adopt the associated Zoning By-law amendment.

Background

Planning Application and Property Location

The Owner filed an application with the Town to amend Zoning By-law 2065 for a 0.12 hectare (0.29 acre) parcel of land situated on the south side of Riverside Drive, approximately 35 metres (114 feet) east of its intersection with Arlington Boulevard and known municipally as 13931 Riverside Drive (“subject property”) (see Attachment 1). The proposed amendment would facilitate the redevelopment of the subject property with a one-storey, two-unit dwelling (semi-detached dwelling) (see Attachments 2 and 3).

Issues Raised Through Public Consultation Process

On February 28, 2023, Council held a virtual/electronic public meeting in accordance with *The Planning Act* to hear comments on the proposed application.

Concerns were raised by property owners along Riverside Drive through written correspondence and by attendance at the meeting with respect to: compatibility with existing neighbourhood, housing type, construction within hazard areas and property values. A number of the concerns were addressed directly by Administration and the Applicant at the public meeting. The purpose of this Report is to comment on those issues that remained outstanding at the end of the public meeting and required further consideration by Administration and the Owner.

Comments

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

Issue Raised - Compatibility/Site Design

The proposed semi-detached dwelling is not compatible with surrounding land uses.

Administration's Response

It is a commonly held planning principle that "being compatible with" does not equate to "being the same as" or even "being similar to". Being similar to implies having a resemblance to another thing; they are like one another, but not completely identical. "Being compatible with" fundamentally implies being capable of existing together in harmony. As a general tenet of planning, residential uses by their very nature are compatible with other residential uses. A two-unit dwelling adjacent to single unit detached dwellings, such as the subject proposal, is a built form and land use mix that currently exists in numerous areas throughout the Town and is a common land use pattern in urban areas.

Administration has reviewed the proposed development in the context of Section 3.18 Land Use Compatibility of the Tecumseh Official Plan ("Tecumseh OP") and has determined that there are no compatibility issues anticipated as a result of the proposed rezoning.

Issue Raised – Construction Within Hazard Areas

The Town should not permit additional development within Hazard Areas of the Town.

Administration's Response

As noted in Report DS-2023-01, the subject property is within the Lake St. Clair Floodprone Area on Schedule "D" of the Tecumseh OP. Accordingly, consideration must be given to subsection 3.1.2 "Natural Hazards" of the Provincial Policy Statement ("PPS") with respect to the provision of "safe access" of emergency services during times of flooding events. In particular, the depth of water within the municipal roadway abutting the subject property (Riverside Drive) has the potential, under extreme coastal flooding events, to reach a depth of over 0.6 metres (1.9 feet). In this regard, the Town has prepared a Flood Response Action Plan and owns a high-water rescue vehicle. Accordingly, the Town's Fire Chief & CEMC has confirmed that safe access for Natural Hazards properties within Tecumseh can be provided in accordance with subsection 3.1.2 "Natural Hazards" of the PPS and has recommended that planning and building permit applications affected by this policy can be processed.

In addition, the Essex Region Conservation Authority (ERCA) has advised that a Section 28 Permit from ERCA will be required prior to undertaking any development on the site, thereby ensuring minimum openings of the new building are constructed at an elevation that safeguards against flooding.

Issue Raised - Property Values

Proposed semi-detached dwelling will devalue the abutting properties.

Administration's Response

There is no professional evidence supporting this assertion nor is it an accepted independent variable used in professional land use planning analysis. It is appropriate, however, to consider issues of compatibility, good urban design and proper integration in the process of evaluating potential impacts. It continues to be our professional planning opinion that the proposed residential development is compatible with the surrounding land uses, represents good urban design and can be properly integrated into the surrounding area.

Planning Policy Analysis

An overview of the relevant planning policies contained within the PPS, the County of Essex Official Plan ("County OP") and the Tecumseh OP was provided in Report DS-2023-01. A summary of the planning policy analysis provided in that Report is provided below.

Provincial Policy Statement

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

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

County of Essex Official Plan

The subject property is within an identified Primary Settlement Area of the County OP. The goals and policies of the County OP encourage a range of residential development within identified settlement areas such as the fully serviced urban areas of Tecumseh. Accordingly, the proposed development conforms to the goals and policies of the County OP.

Tecumseh Official Plan

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

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

It should be noted that the proposed yard widths/depts (i.e. setbacks) from the front, side and rear lot lines for the proposed semi-detached dwelling comply with the current R2 zoning that applies to single-unit dwellings. A single unit dwelling constructed in the same location and at the same dimensions would be permitted by the current zoning. The zoning by-law amendment simply seeks to permit the dwelling to be divided into two units in order to facilitate the free-hold sale of each unit (rather than maintaining the semi-detached dwelling on one lot and renting each unit).

Amendment Procedures in the Tecumseh Official Plan

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

- i) the degree of conformity of the proposed amendment to the general intent and philosophy of this Plan, particularly the planning principles as set out in Section 2.3, and consistency with provincial policy;
 - as noted earlier in this Report, it is the opinion of the writer that the proposed amendment is consistent with the PPS. Further, the proposed amendment conforms to the general intent and philosophy of the Tecumseh OP by directing development to an identified settlement area and by supporting the concept of creating mixed-use, compact and pedestrian-oriented development within designated and fully serviced settlement areas. The proposed residential use of the property is in keeping with relevant policies of the Official Plan.
- ii) the availability and suitability of land already designated for the proposed use, and the need for (or market feasibility of) the proposed use;
 - the subject lands are designated Residential which permits low-density residential development subject to meeting prescribed criteria. It has been

demonstrated earlier in this Report that these criteria have been met. Accordingly, this rezoning would have the effect of implementing the policies of the Official Plan.

- iii) the compatibility of the proposal, or the adequacy of proposed mechanisms for achieving compatibility, with adjacent and planned uses;
 - as noted earlier in this Report, the proposed development on the subject property is compatible with the adjacent uses and surrounding neighbourhood.
- iv) the ability of the Town's infrastructure to accommodate the proposal;
 - the proposed development will be serviced with full municipal services. Public Works and Engineering Services indicates that it has no concerns with the development of the property for the proposed use. Municipal sanitary sewers, storm sewers and water services are currently available to the property and can accommodate the proposed development.
- v) The adequacy of the transportation system to accommodate the proposal;
 - the construction of a semi-detached dwelling on the property will not affect the transportation system along Riverside Drive or abutting roadways. The subject property is also situated along the Town's transit route.

Conclusion

In summary, it is the opinion of the writer that the proposed Zoning By-law Amendment to allow the proposed residential development is consistent with the PPS, conforms to the County OP and Tecumseh OP and will result in appropriate development that is based on sound land use planning principles. Accordingly, Town Administration recommends that Council pass a by-law amending Zoning By-law 2065 permitting the development of the subject property for the proposed residential use.

Consultations

Community Safety
Public Works & Engineering Services

Financial Implications

There are no financial implications.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

Wade Bondy
Director Community Safety & Fire Chief

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Property Location Map
2.	Proposed Site Plan
3.	Proposed Architectural Renderings



Prepared By:
Development Services



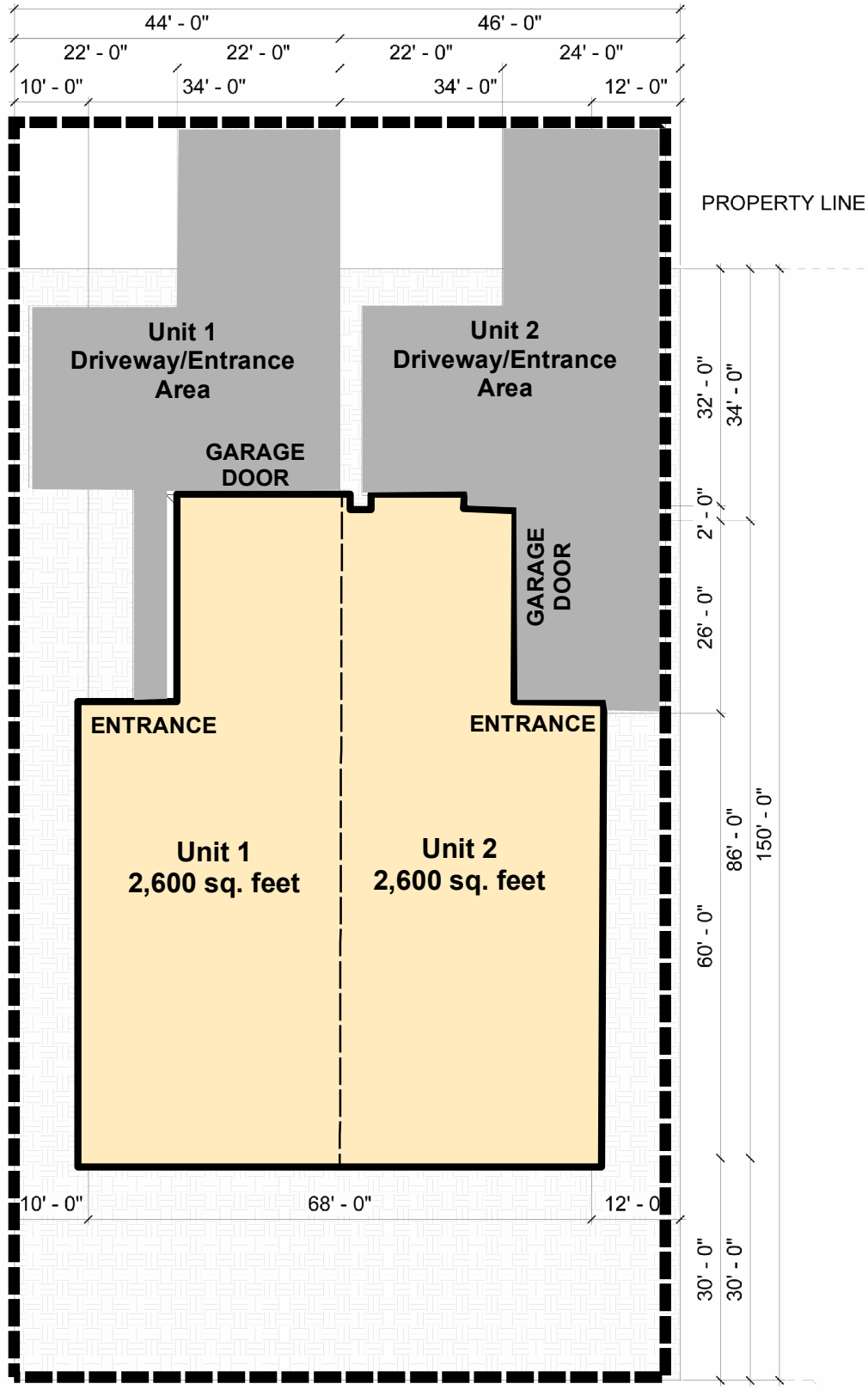
Legend:



Subject
Property

Attachment 1, DS-2023-05
Zoning By-law Amendment
13931 Riverside Drive
Property Location

RIVERSIDE DRIVE



Prepared By:
Development Services

Attachment 2, DS-2023-05
Zoning By-law Amendment
13931 Riverside Drive
Preliminary Site Plan



Views from Riverside Drive, facing south.



Prepared By:
Development Services

Attachment 3, DS-2023-05
Zoning By-law Amendment
13931 Riverside Drive
Preliminary Architectural Renderings



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: March 14, 2023

Report Number: DS-2023-06

Subject: Proposed New Building By-law and Permit Fees

Recommendations

It is recommended:

That Report DS-2023-06, entitled “Proposed New Building By-law and Permit Fees”, **be received.**

And that the scheduling of a public meeting, to be held on April 25, 2023 at 5:30 pm, in accordance with the requirements of the *Ontario Building Code Act*, to receive comments from the public regarding the proposed building permit fee rates, **be authorized.**

Background

The Building Services Operational Review (“Operational Review”) was presented to Council on November 22, 2022 under Report [DS-2022-45](#) (Attachment 1). The Operational Review identified service delivery challenges and recommended an increase in staff, a digital transformation and an increase in fees. The Operational Review was ultimately approved with Council’s approval of the 2023 Budget on January 25, 2023.

Section 7 of *The Ontario Building Code Act* (“the Act”) gives the municipality the authority to pass a by-law regarding permit applications, permits, inspections, the establishment of permit fee rates and related matters. This by-law is commonly referred

to as the “Building By-law”. The Town’s current Building By-law 2018-19 was approved by Council on March 13, 2018. Administration has undertaken a review of the current By-law having regard to implementing the Operational Review and as a result has prepared a proposed new Building By-law (see Attachment Number 2). Administration has also taken this opportunity to incorporate some housekeeping changes to reflect current operations and best practices (e.g. fencing and hoarding requirements, digital submissions, dormancy provisions to address old permits, clarifying submission requirements for permit applications).

Comments

Proposed New Building By-law

The following is a summary of the provisions of the proposed new Building By-law, which provisions are consistent with legislative requirements provided in the Act:

- a) Identify forms required for all types of permit applications;
- b) Prescribe specific forms, documents required to establish a complete permit application;
- c) Prescribe different classes of permits (Construction, Demolition, Change-of-Use, etc.);
- d) Establish methods allowing permit transfer and permit revisions;
- e) Establish methods allowing permit revocation and permit dormancy;
- f) Establish permit fee rates, deposits, refunds and penalties;
- g) Requiring notice for readiness for inspection at established stages of construction;
- h) Requiring construction fencing and protection of public rights of way;
- i) Prescribing Code of Conduct for Inspectors and the CBO.

Proposed new Permit Fees

The new permit fee rates are based on those provided in the Operational Review. Section 7(2) of the Act allows a municipality to establish fees based on the anticipated reasonable costs to administer and enforce the Act.

As noted in the Operational Review, a comprehensive fee study was performed in 2017 and the Town’s current “Building By-law 2018-19” has been in place since 2018. It is

important to note that the permit fees rates have not increased or changed since implemented five years ago. Accordingly, in the table below, the 'Current' column represents the fees set in 2018 which are still in effect today.

Based on the Operational Review, the proposed 2023 fees are based on inflation using a simplified annual CPI increase from 2018, as shown in the table below. The proposed 2023 fees provide sufficient funds to support the staffing and technological changes required to provide the service to the public, as rationalized in the Operational Review. The table below summarizes the proposed permit fee changes.

PROJECTED FEES INCREASES BASED ON ANNUAL CPI

YEAR		2018	2019	2020	2021	2022	PROPOSED
CPI	CURRENT	2.20%	1.90%	0.60%	4.00%	6.90%	2023 FEES
RESIDENTIAL	\$1.05/s.f.	\$1.07/s.f.	\$1.09/s.f.	1.10/s.f.	\$1.14/s.f.	\$1.22/s.f.	\$1.20/s.f.
INSTITUTIONAL	\$1.05/s.f.	\$1.07/s.f.	\$1.09/s.f.	1.10/s.f.	\$1.14/s.f.	\$1.22/s.f.	\$1.20/s.f.
COMMERCIAL	\$1.05/s.f.	\$1.07/s.f.	\$1.09/s.f.	1.10/s.f.	\$1.14/s.f.	\$1.22/s.f.	\$1.20/s.f.
INDUSTRIAL	\$0.85/s.f.	\$0.87/s.f.	\$0.89/s.f.	\$0.89/s.f.	\$0.92/s.f.	\$0.99/s.f.	\$1.00/s.f.

Public Meeting

Subsection 1.9.1.2 of Division C of the Ontario Building Code requires that before there can be a change to a permit fee, Council must hold a public meeting. A minimum of 21 days notice must be given to the general public and every person or organization that has requested to be notified within the last 5 years. The Town has not received any requests from any person or organization within the last 5 years, so only the general public needs to be notified.

To notify the general public, a notice of public meeting to be held on April 25, 2023 at 5:30 pm, will be posted on the Town's website and Facebook page.

If issues arise at the public meeting that are not immediately resolved, a summary of the issues, along with a final recommendation on the proposed new Building By-law will follow by way of a future Administrative Report. If, however, all issues are resolved or none are identified, the proposed new Building By-law will be brought forward for Council's consideration at a subsequent Council Meeting.

Consultations

Financial Services

Financial Implications

As previously indicated, a comprehensive fee study was performed in 2017 and the Town's current "Building By-law 2018-19" has been in place since 2018. The permit

fees rates have not increased or changed since implemented five years ago. The proposed increases are based on an inflationary review using a simplified annual CPI increase from 2018, as detailed in the Operational Review. The proposed revenue generated from the fees were reflected in the approved 2023 Budget.

This increase will allow the Town to meet the anticipated needs of the development industry through staffing and technology enhancements while remaining comparable to our regional municipalities and avoiding impacts to the tax levy.

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:

Peter Valore, CBO
Manager Building Services & Chief Building Official (CBO)

Reviewed by:

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

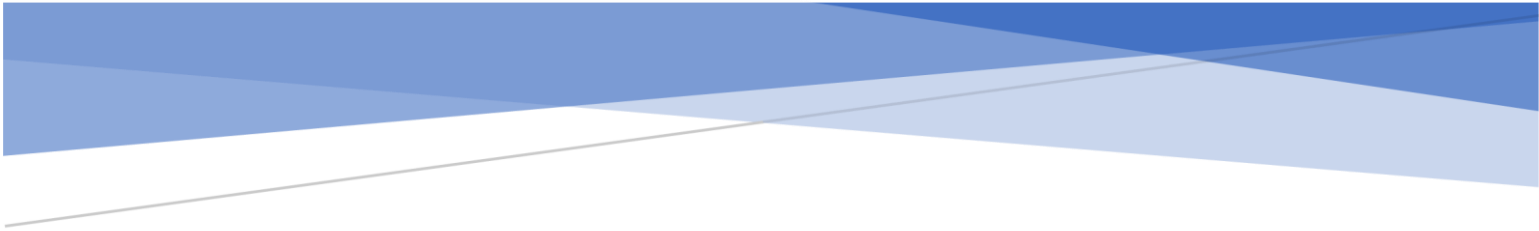
Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Building Services Operational Review
2.	Proposed New Building By-law



DS-2023-06
Attachment 1
Building Services Operational Review

BUILDING SERVICES OPERATIONAL REVIEW

November 22, 2022

Peter Valore, Chief Building Official
Dan Lunardi, Acting Chief Building Official

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1.0 Preamble

This review is authored by Peter Valore, Chief Building Official (“CBO”), and Dan Lunardi, Acting Chief Building Official (“Acting CBO”), and was developed with 40 years of combined experience as Building Officials, including 18 total years as CBOs. Part of this review included regular consultation with the Director Development Services and the Director People and Culture. The review was informed by the past 6 months of Mr. Lunardi filling the part-time Acting CBO role during the prior full-time CBO’s sudden medical leave followed by his retirement. This was overlapped with the hiring of Mr. Valore in mid-June as the full-time CBO.

The overlying premise recognises the forecast for a strong housing market, continued commercial and industrial growth and considers the ability for the Town of Tecumseh (“Town”) to deliver legislated obligations while focusing on customer service and community leadership.

The Building Services Division is transitioning out of a crisis mode to a sustainable operation and will need to stabilize and evolve with a clear operational model. This should include three general areas that are necessary to our success:

- Increase staffing compliment to meet present and forecasted demands;
- Develop and implement technological tools to improve service delivery; and
- Review and adjust fees schedule to cover operational expenses and establish a reserve fund.

The following review recommends:

- the need for two (2) additional technical staff that can be phased-in over the next year;
- the implementation of Cloudpermit software which is fast becoming an industry standard; and
- the raising of permit fees to a median regional level to remain self-funding and sustainable (i.e., Building Services expenses not to impact the general tax levy).

2.0 Industry Challenges

The province is estimating the need for 1.5 million new homes over the next 10 years and there is a severe shortage of qualified Building Officials to issue permits and perform inspections. This shortage is being recognized in our region and it poses a real threat to all anticipated development.

All municipalities are under immense pressure to perform legislated duties in a timely manner to service the development industry. The Town must be prepared to support all future development by meeting our legislated obligation and providing a simplified process for permits and inspections.

The Ontario Building Code Act (“the Act”) establishes a service model that is silent on fees other than to allow a Principal Authority (being the Town) to set the required fees and stabilization reserve necessary to administer and enforce the Act. Basically, the legislation says charge what you need to charge to deliver the standardized legislated service.

It is important to note that failure to meet legislated service requirements will negatively impact the development industry and attracts substantial risk to the municipality.

3.0 Need for Sufficient Staffing

3.1 Legislated Obligations

The council of each municipality is responsible for the enforcement of the Act, which is provincial legislation that requires a municipality to perform specific functions in specific time frames. The council of each municipality shall appoint a CBO and such Inspectors as necessary for the enforcement of the Act. The legislated functions include plan review, permit issuance and site inspections, which are integral to all development and the roles of the municipality are clearly defined. Building Services shall perform these functions and owners, developers, builders, and trades rely on the municipality meeting their defined roles.

3.2 Customer Service

An important core service outside the legislated obligations is to provide education, communication, and complete service delivery in a professional and consistent manner. This is important in order to ensure Building Services fulfills Council's Strategic Priority to steward the Town's continuous improvement approach to municipal service delivery to residents and businesses.

The success of any operation should be measured in part by customer satisfaction. Building Services has unique challenges in this area as our function is largely legislated and delivering information often requires greater attention and sensitivity. It is very challenging to deliver unwelcome news in a manner that is well received. Expectations are that all communication with citizens and customers (builders, trades and contractors) will be transparent and delivered with an accountable approach. All interaction must be clear, concise, accurate and delivered in a professional, timely and helpful manner. This is achieved largely by developing staff with a clear focus on professionalism and improving the customer experience.

Equally important is the ability for the Town to deliver the core required building services (plans review, permit issuance and building inspections) in a timely manner that meets the needs of the construction industry. A simplified and seamless customer experience is essential to providing quality services.

3.3 Core Services

Building Services is required under Bylaw to enforce the Ontario Building Code (OBC) to a service level regulated by the Act. The general operation consists of:

- Receive and review applications for construction for compliance with the OBC, which includes matters listed as applicable law, including such matters as the Zoning By-law and site plan control agreements;
- Issue permits and collect fees for all construction projects;
- Perform required construction inspections to verify compliance with the OBC; and
- Issue orders as necessary to ensure compliance with the OBC.

In addition to our legislated obligations, Building Services also processes and administers community services. Although not required via legislation, these tasks are typically performed by Building Services because they fit well within the established permit/inspection operation of the Building Services Division. These services include:

- Swimming Pool - application review, permit issuance, inspections, and enforcement;
- Sign Bylaw - application review, permit issuance, inspections, and enforcement;
- Fencing Bylaw - application review, permit issuance, inspections, and enforcement; and
- Grading, Filling, Dumping and Topsoil removal Bylaw - application review, permit issuance, inspections, and enforcement.

Building Services assists with the following Town Bylaws and provincial licensing requirements to provide expertise to the other Town departments (e.g., By-law Enforcement in the Community Safety department) and, when deemed necessary, issue orders under the Act:

- Land Maintenance Bylaw;
- Property Standards Bylaw;
- Tecumseh Zoning Bylaw 1746;
- St Clair Beach Zoning Bylaw 2065;
- Sandwich South Zoning Bylaw 85-18;
- Liquor Licence Review; and
- Patio Expansion applications and approvals.

In addition to the technical function of Building Services, a fundamental part of the operation is the Building Clerk. This position provides front line services including guidance and general communication to customers. Beyond the customer service role, the Building Clerk manages records, assists administration and reviews completeness of applications prior to intake. In many ways they are the face of the Building Services Division.

3.4 Operational Capacity

Building Services has a current operation that consists of the following full-time permanent staff compliment:

- 1- CBO;
- 1 – Building Inspector; and
- 1- Building Clerk.

With recent impacts to the full-time permanent staff by virtue of an extended sick leave and subsequent retirement of the CBO along with the resignation of the Building Inspector, Building Services had been unable to meet our legislated requirements which exposed our operation to substantial risk. Immediate steps were taken and supplementary technical assistance was retained to maintain minimum service levels with the following part-time temporary staff compliment:

- 1- Temporary part-time Acting CBO; and
- 2- Temporary part-time Building Inspectors.

The addition of temporary part-time staff has helped us to improve service delivery and stabilize our operation, thus bring us closer to meeting our minimum legislated Provincial obligations.

We recently completed the recruitment for our CBO and Building Inspector thus filling our established staff compliment. This recruitment process was very challenging due to the high level of technical expertise and Ministry qualifications required to legally perform the legislated duties. We have begun the process of training and gaining the required Ministry qualifications for the current Building Inspector, which is anticipated to take up to two years.

For the near-term, our current operation is based on the availability and willingness of outside contract services to meet our legislated requirements and maintain a minimum level of service. It is anticipated that over time these contract services should be reduced, provided staffing resources reflect development demands. There is a benefit to including contract services as part of the ongoing Building Services operation as this model provides greater customer service and flexibility during development spikes.

3..5 Anticipated Growth

All indications suggest that our region and the Town are entering a period of exceptional and sustained growth. This supports the need for a service delivery review to ready our operations for the anticipated increase in our workload and legislated obligations. Even just the pending new regional Hospital and under-construction NextStar Energy battery plant, both of which are located so as to have strong positive population and housing growth implications for the Town, will bring sizeable and rapid development to our community as the population grows and relocates.

It is expected that very high demands will be made of the Town and in particular the development/permit process. This will make our already deficient and stretched operation completely unable to meet our legislated requirements. This service strain in Building Services will undoubtedly create a pinch-point for the development community and prevent our operation from meeting legislated requirements and customer service standards.

The most up to date growth predictions as part of the County of Essex Official Plan Review process forecasts housing growth alone to be 37,310 units across the County over the next 30 years. This translates into an average annual housing growth forecast of 1,240 units County-wide between 2021 and 2051. Comparatively, this represents faster growth than the historical average (700 units annually) between 2001 to 2021. At the same time, employment growth across the industrial and commercial sectors is projected to increase in the County from 71,900 jobs in 2021 to 117,200 in 2051, an increase of 45,400 jobs.

Both preceding forecasts will translate into additional development and growth in Tecumseh. The Town's approved housing projections (2019 DC Background Report) project the construction of 3,500 housing units over the next 20 years in Tecumseh, creating an average of 175 housing units per year. It is already projected that more than 380 housing units will be constructed next year alone, with an additional 340 housing units in 2024. Council's approval in May of this year to advance strategic capital works projects to expedite development (4,000 housing units, 482,000 sq. ft. commercial and 3.63M sq. ft. industrial) over the next 20 years will, at a minimum, maintain this activity rate. In addition, it is anticipated that the Town's recent success with residential intensification projects will be sustained over the longer term, particularly in light of recent indications from the Provincial government towards permissive zoning.

As context, over the past 10 years the town has averaged 91 housing units per year, a significant contrast to the forecast of an average of 175 housing units stated above.

NEW HOUSING UNITS CREATED

YEAR	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	TOTAL	AVERAGE
TOTAL UNITS	137	34	26	109	106	50	25	21	206	193	907	91

In the past five years, the average total permit fee revenue has been \$485,000. Under the current permit fee schedule, the development anticipated over the next two years is projected to generate a total permit fee revenue of \$840,230 in 2023 and \$991,584 in 2024. It is important to note that these projections have been reduced by 30% to prevent the overestimation of growth and adjust for variables such as deferred or reduced development. This is a reasonable measure of the substantial increase in activity that is anticipated and for which the Building Services area needs to prepare.

REVENUE PROJECTIONS (USING CURRENT PERMIT FEE SCHEDULE)

PERMIT TYPE	2023 (\$)	2024 (\$)
RESIDENTIAL	518,252	801,691
INSTITUTIONAL/COMMERCIAL/INDUSTRIAL	439,220	372,000
TOTAL	957,472	1,173,691
TOTAL WITH 30% REDUCTION	670,230	821,584
BASE DEVELOPMENT*	170,000	170,000
TOTAL PROJECTED REVENUE	840,230	991,584

* *Base Development* - refers to smaller projects that can be relied on as an annual revenue source and include interior renovations, additions, decks, accessory structures and similar types of construction.

3.6 Service Delivery

Over the past 10 years, Building Services processed an average of 442 permits per year which include all permit types (residential, institutional, commercial, industrial, fences, septic systems, demolitions etc.). The following table illustrates this data.

PERMITS HISTORY

PERMIT TYPE	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	TOTAL	AVERAGE
Res (New)	22	34	26	48	100	40	24	20	14	16	344	34
Res (Add)	125	102	101	85	292	434	221	153	155	156	1824	182
Non-Res (New)	15	11	15	13	7	12	10	7	7	9	106	11
Non-Res (Add)	93	54	61	66	51	79	88	57	26	47	622	62
Pools	32	30	33	35	41	60	35	37	39	58	400	40
Grading	2	2	10	7	3	4	10	6	1	3	48	5
Fences	30	44	36	42	46	50	39	23	35	26	371	37
Signs	61	68	48	63	51	68	56	46	52	6	519	52
Septic Systems	14	4	12	12	0	0	0	0	0	0	42	4
Demolition	7	14	24	17	5	16	17	15	16	13	144	14
TOTAL	401	363	366	388	596	763	500	364	345	334	4420	442

It should be noted that the total permits issued does not identify the total units created. An example would be an apartment building which is issued as a single permit but creates many residential units. The new housing units created was illustrated in a prior chart.

It is estimated that, with the increased activity forecasted, it would result in an average of approximately 840 permits per year over the next 10 years. This anticipated permit demand will essentially double our average number of permits for all permit types, including those for buildings (residential, institutional, commercial and industrial and smaller scale projects (including fences, septic systems, demolitions etc.)).

This anticipated growth will place considerable strain on Building Services, which is ill-equipped in our current form to support this increase in robust development and meet our legislated responsibilities.

This is primarily due to the following key factors:

- Our current staff compliment cannot review applications, issue permits and perform inspections within the legislated time periods established by the OBC;
- Our ability to attract and retain technical staff remains a challenge in the current environment; and
- Our operational technology is in need of modernization to meet customer expectations and streamline processes.

In addition to our legislated obligations, we should expect increased pressure from the development community to provide them with needed support. This will require us to improve our operation in every aspect from development planning to permit completion and every step in between. Our customers must be supported with modern services providing ease and efficiency, which is a standard expectation in our industry today.

Building Services functions within specific legislated roles under the Act. At the municipal level, these are:

The Chief Building Official, who is responsible for establishing operational policies for the enforcement and oversight of the Act and Building Code, and exercise powers and perform duties within the Act and Building Code assigned to him/her in an independent manner. This is a full-time 24 hour/365 day legislated position; and

The Inspector, who is responsible for exercising powers and perform duties under the Act and Building Code in connection with reviewing plans, inspecting construction, conducting maintenance inspections and issuing orders in respect of only those matters that he/she has the required qualifications.

Aside from the legislated roles, Building Services relies on support positions that perform necessary functions within the operation. These are:

The Building Services Clerk, who is responsible to follow established operational policies and procedures for the intake of applications, scheduling of inspections and data/file management as well as provide direct customer and administration support.

Although most of Building Services' functions are performed during normal business hours, the CBO duties exist as a 24 hour/365-day operation to react to public safety needs and apply specific enforcement that is only available to the CBO or Deputy CBO. Attention must be given to ensure this 24 hour/365-day operation is established because there is always a risk of immediate crisis that can involve the CBO and are usually attributed to our built environment and public safety. Recent examples are the 2016 tornado and the 2021 Wheatly explosion. Maintaining a consistent mobilized response is commonly achieved by the establishing a Deputy CBO position which carries the full responsibility of the CBO. This will allow the 24 hour/365 day operational response to any emergency that requires the authority of the CBO.

In addition to the required technical positions, a support network, including clerical support, is needed for processing, communication and data management, which are essential in order to meet the legislated operational requirements.

4.0 Technological Tools

4.1 Digital Transformation

In recent years, many municipalities have overhauled their records management and retention systems to a fully paperless environment that integrates with all stakeholders. A majority of the municipalities in our region as well as a significant share of municipalities across the province have chosen Cloudpermit as their preferred system. In addition, in early 2022 the Association of Municipalities of Ontario ("AMO") partnered with Cloudpermit to offer municipalities a digital platform to manage building permits more efficiently and effectively. This partnership was arrived at after a competitive bidding process that included input from the Ontario Building Officials' Association ("OBOA"), the Municipal Information Systems Association of Ontario ("MISA ON"), the Municipal Property Assessment Corporation ("MPAC") as well as AMO and Local Authority Services ("LAS") staff.

Cloudpermit is a new online cloud-based, user-friendly and cost-effective software solution that can be used by all stakeholders (Town staff, residents, consultants, designers, contractors, builders, trades, and sub-trades) for any building projects. All users can access and track their project details from any computer and smart phone at any time. Cloudpermit is a development focused system and in a relatively short period of time this software has been a catalyst for development improvements across the province.

Some of the positive changes Cloudpermit has made for municipalities are:

- Faster permit approval process;
- Shared service and standardized processes;
- Productive work in the office, field and at home;
- Stronger organization, reporting and archives;
- Instantaneous reporting of inspection results; and
- Simplified collaboration tailored to specific projects.

While Cloudpermit is realizing the customer service benefits, there are many advantages still being created as the development community integrates into this online cloud-based digital environment.

4.2 Implementation

Building Services anticipates a digital transformation in 2023 with Cloudpermit being the selected system. Cloudpermit can be expanded to the remainder of Development Services as it can provide a Planning module to create a one-point portal for all development applications. Cloudpermit will remain an exclusive tool for Development Services and will not expand throughout the organization other than to integrate with other systems.

Once implemented, the development community will see an immediate impact and benefit from Cloudpermit which includes:

- Familiarity with using the system as many regional municipalities are using Cloudpermit and others are poised to implement it;
- Paperless digital environment allows for contactless operation and remote work capability;
- Ease of tracking projects through the design and approval process;
- Clear communication for all project participants;
- Real-time inspection results and construction status; and
- Tracking changes as project progresses.

Aside from the listed benefits, a regional advantage is that we are better positioned in Essex County to implement reciprocal service agreements with neighbouring municipalities that have transitioned to Cloudpermit.

This transformation will come with cost implications in both dollars and redirected resources, particularly during the first year of implementation when dedicated staff time will be required. It is anticipated that this work will be performed by staff as part of their daily tasks and may require support from contract serviced during times of high demands from the development community. In addition to staff resources, there is an initial start-up and integration cost of \$10,500 and an annual subscription cost of \$32,000 for the Cloudpermit module and support. This should be budgeted through the operating cost for Building Services and full cost recovery will be achieved through permit fees with no impact to the tax levy.

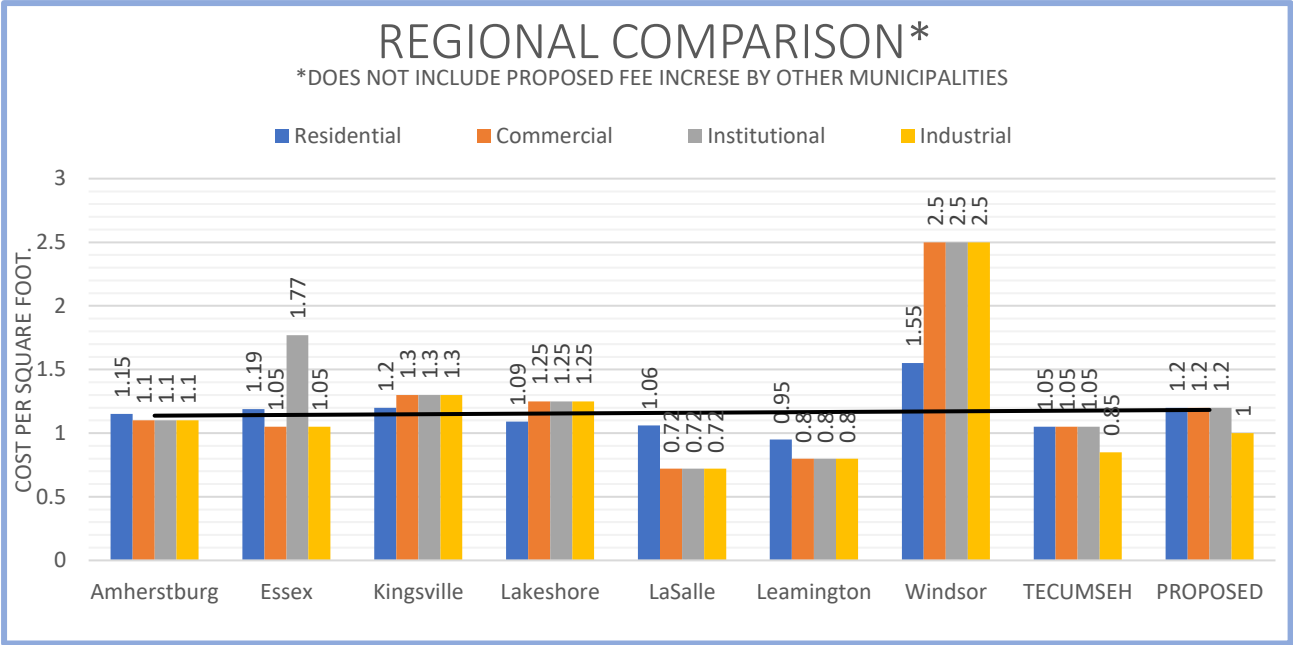
5.0 Operational Expenses

5.1 Fee Review

It is important to remember that Building Services must provide the legislated function established in the Act and the OBC while collecting sufficient fees to be self-funded, with no impact on the tax base. In addition to collecting fees for services, the Act provides provisions to establish a stabilization reserve fund. Our regional economic condition warrants a 2-year stabilization reserve to self-fund the Building Services operation during drops in development and economic downturns.

Many regional Building Departments have undergone a comprehensive review of their service costs and fee schedules. The Town of Tecumseh is at the lower end regarding permit fees. With this in mind, we need to capture sufficient funds to provide our legislated service without causing delays on projects. This will improve our customer service and allow builders to rely on established timelines and improve the development processes in our community.

By performing a simplified comparison, we can easily realize an increase in fees while remaining in the mid-range within Essex County. Most neighbouring municipalities have indicated that they will be increasing their fees for 2023, which is not accounted for in the following comparison graph.



In addition to the regional comparisons, an inflationary review indicates that fees would have reached the proposed rate with a simplified annual CPI increase from 2018. This is illustrated in the following chart.

PROJECTED FEES INCREASES BASED ON ANNUAL CPI

YEAR		2018	2019	2020	2021	2022	PROPOSED
CPI	CURRENT	2.20%	1.90%	0.60%	4.00%	6.90%	2023 FEES
RESIDENTIAL	\$1.05/s.f.	\$1.07/s.f.	\$1.09/s.f.	1.10/s.f.	\$1.14/s.f.	\$1.22/s.f.	\$1.20/s.f.
INSTITUTIONAL	\$1.05/s.f.	\$1.07/s.f.	\$1.09/s.f.	1.10/s.f.	\$1.14/s.f.	\$1.22/s.f.	\$1.20/s.f.
COMMERCIAL	\$1.05/s.f.	\$1.07/s.f.	\$1.09/s.f.	1.10/s.f.	\$1.14/s.f.	\$1.22/s.f.	\$1.20/s.f.
INDUSTRIAL	\$0.85/s.f.	\$0.87/s.f.	\$0.89/s.f.	\$0.89/s.f.	\$0.92/s.f.	\$0.99/s.f.	\$1.00/s.f.

It is important to note that our proposed fee increase is an inclusive fee. Most regional municipalities add additional fees such as an administration fee, a charge for the number of bathrooms or plumbing fixtures and a charge for HVAC units. It is recommended that Building Services continue to operate with a simplified fee schedule, which includes all typical elements. Conservative estimates will bring the square foot fee of neighbouring municipalities in line with our proposed fees without considering any 2023 increase by those municipalities.

With the preceding fee enhancement, we can expect a conservative annual increase of approximately \$93K based on 2023 and 2024 development forecasts, as illustrated in the following table.

REVENUE PROJECTIONS COMPARISON (CURRENT vs PROPOSED FEES)

PERMIT TYPE	2023 FEES (\$)		2024 FEES (\$)	
	CURRENT	PROPOSED	CURRENT	PROPOSED
RESIDENTIAL	518,252	590,807	801,691	913,928
ICI	439,220	500,711	372,000	424,080
TOTAL	957,472	1,091,518	1,173,691	1,338,008
TOTAL WITH 30% REDUCTION	670,230	764,063	821,584	936,606
BASE DEVELOPMENT	170,000	170,000	170,000	170,000
TOTAL PROJECTED REVENUE	840,230	934,063	991,584	1,106,606

The development community has been very clear in communicating its primary need for timely service and is willing to pay the associated permit fees required to ensure this service. The potential delay to construction schedules is a far greater concern than permit fees. The effort involved with scheduling workers, trades and material delivery to maintain a schedule cannot be impacted by an overwhelmed Building Services Division.

6.0 Summary and Recommendations

6.1 Overview

Municipalities are under immense pressure to provide legislated service to development industry customers and stakeholders. This pressure is intensified during times when the building industry is actively developing in order to meet the growth needs of the community and region. This pressure comes from the development/construction industry, public, municipal councils, and internal staff. This creates the need to improve services from both the intake/review operation and the inspection/enforcement operations of the Building Services Division.

The Town's permanent Building Services staff complement currently comprises three full time staff. The three positions are one CBO, one Building Inspector and one Building Clerk. This review illustrates that the current and anticipated workflow cannot be managed nor can the customer service needs be met by the existing staffing levels. We are at constant risk of not meeting our legislated time frames for permit applications and inspections.

6.2 Staffing Projections

In order to manage the projected development increase and fulfil all duties prescribed in the Act, Building Services will require an increase in technical staff. The following staffing additions are being recommended:

RECOMMENDED STAFFING INCREASE

QUANTITY	POSITION TITLE	DUTIES
1	Deputy Chief Building Official	Perform the full duties of the Chief Building Official during his/her absence and as delegated. Issuing all Orders dedicated to the Chief Building Official including Emergency Order, Order to Uncover, Stop Work Order Perform plan examination. Perform site inspections. Direct Building Services staff.
1	Senior Inspector	Perform plan examination for all building types, include complex buildings. Perform inspections for all building types, including complex buildings. Issue all orders dedicated to the Senior Inspector including Unsafe Order, Order to Comply and Order to Obtain Permit.

This preceding recommended staffing increase will result in a fully capable operation able to provide all legislated and community services while being funded by Building Permits and not have an impact on the tax levy. Once recruited and trained the Building Services operation will comprise:

PROPOSED BUILDING SERVICES DIVISION

QUANTITY	POSITION TITLE
1	Chief Building Official
1	Deputy Chief Building Official
1	Senior Inspector
1	Inspector
1	Permit Services Clerk

This onboarding of staff will be undertaken by a staggered approach through 2023 to allow us to monitor economic conditions and compare actuals to forecasted development projections thus allowing us to make responsible adjustments to reflect economic realities. We will continue to benefit from the ongoing support provided from contract services to ensure our legislated obligations are met.

6.3 Recommendations

With the preceding review and analysis, we are recommending the following:

- Increase staff compliment to enable us to meet current and future demands made on the Building Serviced Division. This increase of staff will consist or the addition of one Deputy CBO and one Senior Inspector;
- Implement an electronic permitting and inspection system to better serve our citizens and the development community. Cloudpermit has been selected due to a variety of factors including its customization, fluid integration, AMO affiliation and that it is becoming a standard tool in our industry, both regionally and provincially;
- Increase fees to better align with neighbouring municipalities while remaining competitive. The square foot cost of development will be increase to \$1.20 for residential, institutional, and commercial, and \$1.00 for industrial. This will allow the ability to address growth in our community in a responsible manner while remaining self-funded and completely independent of the tax base.

Being a *By-Law* respecting the issuance of various *permits* and performing of inspections for construction, *demolition*, change of use *permits*, and related matters.

Whereas Section 7 of the *Building Code Act*, R.S.O. 1992, authorizes a Municipal Council to pass *By-Laws*, respecting the issuance of construction, *demolition* and change of use *permits*, and perform various inspections and related matters.

And Whereas Section 7.1 of the *Building Code Act*, R.S.O. 1992, requires a principal authority to establish and enforce a code of conduct for the *Chief Building Official* and inspectors.

And Whereas Section 446 of the Municipal Act S.O., 2001, c.25 provides that if a Municipality has authority under this or any other Act or under a *By-Law* under this or any other Act to direct or require a person to do a matter or thing, the Municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and the municipality may recover the costs of doing a matter or thing under from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

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

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1.0 Definitions

1.1 Defined terms;

- a) Each of the words and terms in italics in this By-Law has the following meanings for the purpose of this By-Law.

“*Act*” means the *Building Code Act*, S.O. 1992, c. 23 as amended.

“*Alternative solution*” means a substitute to the acceptable solutions stated in Parts 3 to 12 of Division B of the *Ontario Building Code*.

“*Applicant*” means the *owner* of a *building* or property who applies for a *permit* or any individual authorized by the *owner* to apply for a *permit* on the *owner’s* behalf.

“*Building*” means

- a) A structure occupying an area greater than fifteen (15) square metres consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including all plumbing, works, fixtures and service systems appurtenant thereto;
- b) a structure occupying an area of ten (10) square metres or less that contains plumbing, including the plumbing appurtenant thereto;
- c) plumbing not located in a structure, d) a sewage system, or e) structures designated in the *Building Code*.

“*Building Code*” means the regulation made under Section 34 of the Act.

“*By-Law*” means the Building *By-Law* (unless specifically stated otherwise).

“*Chief Building Official*” means the person appointed by Council to enforce the Act within the Town of Tecumseh under Section 3 of the Act.

“*Construct*” means to do anything in the erection, installation, extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere and “*construction*” has a corresponding meaning.

“*Demolish*” means to do anything in the removal of a building or any material part thereof and “*demolition*” has a corresponding meaning.

“*Dormancy*” means having the normal *permit* functions suspended and the records separated from the active *permit* records and “*dormant*” has a corresponding meaning.

“*Electronic Submission*” means the filing of an application for *permit* or alternative solution, including all required forms, documents and drawings, submitted through an online application procedure approved by the *Chief Building Official*, and *electronically submit* has a corresponding meaning.

“*Estimated Value of the Work*” means the *estimated value of the work* and materials to be incorporated into the work thereof and all costs necessarily incidental to the subject matter of *construction*.

“*Gross Floor Area*” means the total area of all floors above grade measured between the outside surfaces of exterior walls.

“*House*” means a detached *house*, semi-detached *house*, row *house*, duplex, double duplex, triplex, fourplex, or multi-unit dwelling.

“*Owner*” means the person registered as the *owner* on title to the land, and includes a lessee, a mortgagee in possession and the person in charge of the property.

“*Permit*” means permission or authorization given in writing by the *Chief Building Official* to perform work regulated by the *Act* and *Building Code* or to occupy a building or part thereof.

“*Permit Holder*” means the person to whom the *permit* has been issued and who assumes the primary responsibility for complying with the *Act* and the *Building Code*.

“*Registered Code Agency*” means a person or entity that has the qualifications and meets the requirements set out in the *Act* and the *Building Code*.

“*Town*” means The Corporation of the Town of Tecumseh.

1.2 Non-Defined Terms

- a) Terms not defined in this *By-Law* shall have the meaning ascribed to them in the *Act* or the Ontario *Building Code*. Terms not defined in this *By-Law*, the *Act* or Ontario the *Building Code* shall have the meaning that are commonly assigned to them in the context in which they are used, taking into account specialized use of terms by various trades and professions to which the terminology applies.

2.0 General

- 2.1 This *By-Law* may be cited variously as the “Building By-Law” or the “Tecumseh Building By-Law”.
- 2.2 The provisions of this *By-Law* shall apply to all lands within the boundaries of the *Town* as are now or hereafter legally constituted.
- 2.3 Nothing in this *By-Law* shall serve to relieve any person from the obligation to comply with any other applicable law.
- 2.4 Should any, section, subsection, clause or provision of this *By-Law* be declared by a court of competent jurisdiction to be invalid, the same shall not

affect the validity of this *By-Law* as a whole or any part thereof, other than the part so declared to be invalid.

2.5 That *By-Law* 2018-19 of *The Corporation of the Town of Tecumseh* and any *By-Laws* or parts of *By-Laws* inconsistent with this *By-Law*, are hereby repealed in accordance with Section 15.

2.6 This *By-Law* shall come into force and take effect when it is finally passed.

3.0 List of Schedules

3.1 The following schedules are attached to and form a part of this *By-Law*:

- a) Schedule 1 – List of Applicable Forms Required for *Permit*
- b) Schedule 2.1 – Documents and Drawings Required for *Permit*
- c) Schedule 2.2 – Information Required on Drawings
- d) Schedule 3 – *Permit* Fee Rates; and
- e) Schedule 4 – Inspection Notices

4.0 Requirements to Obtain a *Permit*

4.1 The Ontario *Building Code Act* identifies the type of *construction* and/or change of use that requires a *permit* to be issued by the *Chief Building Official*.

5.0 Submission Requirements

5.1 General

- a) To obtain a *permit*, the *owner* or an agent authorized in writing by the *owner* shall:
 - i. file an application by completing a prescribed form available from the *Chief Building Official* and found in “Schedule 1” of this *By-Law*, or from the Ministry of Municipal Affairs’ website www.mah.gov.on.ca;
 - ii. identify and describe in detail the existing use(s) and the proposed use(s) for which the *building* is intended;
 - iii. describe the land on which the work is to be done using a description that will readily identify and locate the site on which the *building* or *demolition* will occur;
 - iv. be accompanied by the plans, documents and other information prescribed in Section 5.2 and “Schedule 2.1” of this *By-Law*;

- v. be accompanied by the applicable *permit* fees in accordance with “Schedule 3” of this *By-Law*;
- vi. include copies of any applicable approvals or *permits* from Municipal and Provincial authorities or agents, Committee of Adjustment decisions, easements and right of ways; and
- vii. where required by the *Building Code*, be accompanied by a signed acknowledgement from the *applicant*, architect and/or professional engineer certifying that an architect, professional engineer, or both have been retained to carry out the general review of the *construction* of the *building*.

5.2 Plans and Documents

- a) Every *applicant* shall *electronically submit* sufficient plans, specifications, documents and other information to enable the *Chief Building Official* to determine whether the proposed *building, construction, demolition*, partial occupancy or change of use will contravene the *Act*, the *Building Code* or any other Applicable Law.
- b) The *Chief Building Official* shall determine the plans, specifications, documents and other information required to be submitted with an application in order to deem it complete according to Sentence 1.3.1.3.(5), Division C of the *Building Code* having regard for:
 - i. the scope of the proposed work;
 - ii. the requirements of the *Building Code*, the *Act* and other Applicable Law; and
 - iii. the requirements of this Section and “Schedule 2.1” and “Schedule 2.2” of this *By-Law*.

5.3 Alternative Solutions

- a) Where an application for a *permit* or for authorization to make a material change to a plan, specification, document or other information on the basis of which a *permit* was issued, contains an *alternative solution* for which approval in accordance the *Building Code* is required, the applicant shall submit an Alternative Solutions Authorization form found in “Schedule 1” of this *By-Law* and include documentation in accordance with the Building Code together with any other information or documentation as required by the *Chief Building Official*.

6.0 Permit Application Types

6.1 Construction Permits

- a) In addition to the requirements of Section 5.0, when an application for a *construction permit* is made under Section 8 of the *Act*, the *applicant* shall submit to the *Chief Building Official* the following:

- i. Form A, Application for a *Permit to Construct or Demolish*, and other required forms as set out in “Schedule 1” of this *By-Law*; and
- ii. complete plans and specifications, documents, and other information as required by Sentence 1.3.1.3.(5), Division C of the *Building Code*, Applicable Law, and as prescribed in “Schedule 2.1” and “Schedule 2.2” of this *By-Law*.

6.2 *Demolition Permits*

- a) In addition to the requirements of Section 5.0, when an application for a *demolition permit* is made under Section 8 of the *Act*, the *applicant* shall submit to the *Chief Building Official* the following:
 - i. Form A, Application for a *Permit to Construct or Demolish*, and other required forms as set out in “Schedule 1” of this *By-Law*;
 - ii. complete plans and specifications, documents and other information as required by Sentence 1.3.1.1.(3) and Sentence 1.3.1.3.(5), Division C of the *Building Code*, Applicable Law, and as prescribed in “Schedule 2.1” and “Schedule 2.2” of this *By-Law*; and
 - iii. confirmation that:
 - a) arrangements have been made with the proper authorities for the safe and complete disconnection of all existing water, sewer, gas, electric, telephone and other utilities, and that the work has been completed; and
 - b) the *owner* will comply with the *Town’s Property Standards By-Law* at the completion of *demolition*.

6.3 *Conditional Permits*

- a) In addition to the requirements of Section 5.0, every application for a conditional *permit*, shall:
 - i. state the reasons why the *applicant* believes that unreasonable delays in construction would occur if a conditional *permit* is not granted; and
 - ii. state the necessary approvals which must be obtained in respect of the proposed *building* and the time in which such approvals will be obtained.
- b) The *Chief Building Official* may, where conditions and requirements imposed under the *Act* and this subsection have been fulfilled, issue a conditional *permit* for a building subject to compliance with the *Act*, the *Building Code* and any applicable law.
- c) The *Chief Building Official* may require the *applicant* and/or the *owner* to enter into a conditional *permit* agreement and provide financial security in the amount as determined by the *Chief Building Official*.

- d) The *Chief Building Official* is authorized to enter into conditional *permit* agreements and to execute such agreements on behalf of the *Town*.
- e) The conditional *permit* agreement may be registered on the title of the land to which it applies.

6.4 Sewage System *Permits*

- a) In addition to the requirements of Section 5.0, every application for a sewage system *permit* shall include a site evaluation unless otherwise specified by the *Chief Building Official*.
- b) The site evaluation shall include:
 - i. the name, address, telephone number and signature of the person who prepared the evaluation;
 - ii. a site plan showing the property dimensions, the location of the proposed sewage system and any existing sewage systems and septic tanks, setbacks to lot line, structures, wells, lakes, ponds, reservoirs, rivers, springs, streams, existing right-of-way, easements or municipal/utility corridors;
 - iii. site conditions such as the location of any unsuitable, disturbed or compacted areas and areas of potential flooding; and
 - iv. soil properties such as soil permeability, the depth of bedrock and the depth of soil saturation.
- c) The *Chief Building Official* is authorized to enter into Holding Tank Agreements in accordance with the *Building Code* and to execute such agreements on behalf of the *Town*.

6.5 Change of Use *Permits*

- a) In addition to the requirements of Section 5.0, every application for a change of use *permit* shall submit the following:
 - i. Form B, Change of Use Application, and other required forms as set out in “Schedule 1” of this *By-Law*.
 - ii. complete plans and specifications, documents, and other information as required by Sentence 1.3.1.3.(5), Division C of the *Building Code*, Applicable Law, and as prescribed in “Schedule 2.1” and “Schedule 2.2” of this *By-Law*.

7.0 Transfer and Revisions to Applications and *Permits*

7.1 Transfer of *Permits*

- a) Upon change of ownership, *permit* applications and *permits* shall be transferable to a new *owner* with the approval of the *Chief Building Official*.
- b) The Transfer of *Permit* Application form found in “Schedule 1” of this *By-Law* shall be submitted along with the required fee as established in “Schedule 3” of this *By-Law*.

7.2 Revisions to Applications and *Permits*

- a) An *applicant* or *permit holder* shall give the *Chief Building Official* written notice of any material change intended to be made to any plan, specification, document or other information on which the application was made and *permit* issued, and the *applicant* or *permit holder* shall supply the *Chief Building Official* with details of such changes, and no *construction* shall be carried out in respect of the change until written authorization is obtained from the *Chief Building Official*.
- b) Notwithstanding the fact that construction or change has been made without authorization, the *applicant* or *permit holder* shall supply written notice to the *Chief Building Official* of any material change to any plan, specification, document or other information on which the application was made and *permit* issued, with details of all changes.
- c) The *Chief Building Official* shall determine if a revision to an application or *permit* may be subject to an additional fee in accordance with “Schedule 3” of this *By-Law*.

8.0 Revocation, Inactive and Dormant *Permits*

8.1 Revocation of *Permits*

- a) Where the *Chief Building Official* considers revoking a *permit* under Subsection 8(10)(b) or (c) of the *Act*, the *Chief Building Official* may give written notice by email and/or regular mail of the intention to revoke to the *permit holder* at their last known email and/or mailing address and, if on the expiration of thirty (30) days from the date of such notice, the ground for revocation continues to exist, the *permit* may be revoked without further notice and all submitted plans and other information may be disposed of. Fees shall be refunded in accordance with this *By-Law*.
- b) In reference to Subsection 8(10)(c) of the *Act*, “substantially suspended or discontinued” is to be measured from the date of the last documented site inspection.
- c) Within thirty (30) days of receipt of a notice of intention to revoke a *permit*, a *permit holder* may request of the *Chief Building Official* in writing, that the *Chief Building Official* defer the revocation of such *permit*, subject to the following conditions and processes:
 - i. a request for deferral shall set out the reasons why the *permit* should not be revoked and the date by which the work will be commenced, resumed or completed; and
 - ii. having considered the circumstances of the request and having determined that there have been no changes to the *Act* and the *Building Code* and any other Applicable Law which would have prevented the issuance of the original *permit*, the *Chief Building Official* may allow a deferral to a prescribed date and shall notify the *permit holder* in the same manner above.

8.2 Inactive *Permit* Applications

- a) Where an application for a *permit* remains incomplete or inactive for three (3) months after it is made, the *Chief Building Official* may deem it to be abandoned, and may return the application, plans and documentation to the *applicant* by email and/or ordinary mail at the address indicated on the application.
- b) Where an application has been deemed abandoned, the *Chief Building Official* may direct the *applicant* to pay any outstanding fees and if the outstanding fees are not paid within a reasonable time, it shall be paid by the *Town*, and collected in like manner and with the same priority as municipal taxes.
- c) Where an application for a *permit* remains incomplete solely due to the payment of the required *permit* fee and the work that is the subject of the application has been commenced or completed without benefit of a *permit*, the *Chief Building Official* may direct the *applicant* to pay any outstanding fees and if the outstanding fees are not paid within a reasonable time, it shall be paid by the *Town*, and collected in like manner and with the same priority as municipal taxes.

8.3 *Permit Dormancy*

- a) Where a *permit* has been issued and construction commenced, and the required inspections have not been requested for a period of six (6) months, the *Chief Building Official* may notify the *permit holder* of the intent to transfer the *permit* into *dormancy*.
- b) The *permit holder* will be provided an opportunity to schedule the required inspection prior to the *permit* being transferred to *dormancy*. Failing the scheduling of the required inspection prior to the established deadline, the *permit* will be transferred to *dormancy*.
- c) Once the *permit* is transferred to *dormancy* it will remain suspended from typical *permit* activity and become part of the inactive records.
- d) Should a *permit holder* or property owner require activity on a *dormant permit* they must request in writing to the *Chief Building Official* that the *dormant permit* be transferred to the active records and a required inspection be scheduled.
- e) The written request to transfer a *permit* from *dormancy* to an active record shall be submitted along with the required fee as established in “Schedule 3” of this *By-Law*.

9.0 Fees and Refunds

9.1 Fees

- a) Upon submission of a *permit* application, the *applicant* shall pay the required deposit fee as set out in “Schedule 3” of this *By-Law*.

- b) Prior to the issuance of a *permit* or any revision to a *permit*, the *applicant* shall:
 - i. provide proof of payment of any levies, charges and deposits; and
 - ii. remit the fees set out in “Schedule 3” of this *By-Law*.
- c) Every *permit* application that has been submitted after work has commenced, shall pay an additional late fee and the applicable *permit* fees in accordance with “Schedule 3” of this *By-Law*.

9.2 Refunds

- a) After a *permit* is issued and fees paid, and subject to 9.2(b), the *Chief Building Official* shall refund 50% of the building *permit* fee upon written request by the *permit holder*.
- b) There shall be no refund of *permit* fees where;
 - i. work has commenced and is abandoned thereafter;
 - ii. more than six (6) months has elapse from the date of permit issuance regardless of if work has commenced; or
 - iii. the *permit* has been revoked, except where a *permit* has been issued in error or the *applicant* requests cancellation in writing within six (6) months of the *permit* issuance.
- c) The “Permit Holdback Fee” identified in “Schedule 3” of this By-Law shall be refunded upon completion of the *permit* and subject to withholding of any “Inspection Fees” identified in “Schedule 3” of this By-Law.
- d) All service fees and *permit* deposits are non-refundable.

10.0 Inspection Notices

10.1 Permit Holder Responsibility

- a) The *permit holder* is responsible to ensure that the work site is safe, and the work performed is ready for inspection for each stage of construction as listed in “Schedule 4” prior to requesting the inspection.
- b) The *permit holder* shall notify the *Chief Building Official* of their readiness for inspection a minimum of two (2) business days in advance of each stage of construction as listed in “Schedule 4” of this By-Law.
- c) The *permit holder* shall provide the notice of completion as prescribed by Section 11 of the *Act*, or where occupancy is requested prior to completion the *permit holder* shall provide notice of inspection to ensure that the requirements of Section 11 of the *Act* and Subsection 1.3.3., Division C of the *Building Code* are complied with.

11.0 Registered Code Agencies

11.1 General Requirements

- a) The *Chief Building Official* is authorized to enter into service agreements with *Registered Code Agencies* to perform specified functions from time to time in order to maintain the time periods prescribed in the *Building Code*.

12.0 Limiting Distance Agreements

12.1 General Requirements

- a) The *Chief Building Official* is authorized to enter into Limiting Distance Agreements in accordance with the *Building Code* and to execute such agreements on behalf of the *Town*.

13.0 Hoarding and Covered Way for Construction Sites

13.1 General Requirements

- a) When *construction* or *demolition* activities constitute a hazard to the public and are located within a distance of 4.5 metres from a public way, a strongly constructed fence, boarding or barricade not less than 1.8 metres high shall be erected between the site and the public way and any open sides of the *construction/demolition* site.
- b) Fences placed within 1.0 metre of a public way shall be vertical, stable, structurally sound and free from accident hazards facing the public way and shall be without openings except those required for access.
- c) Boarding or barricade placed within 1.0 metre of a public way shall have a reasonably smooth surface facing the public way and shall be without openings except those required for access.
- d) Access openings through barricades shall be equipped with gates which shall be:
 - i. kept closed and locked when the site is unattended, and
 - ii. maintained in place until completion of the *construction* or *demolition* activity, or when the *construction* progresses to a point where the same level of security can be achieved by securing the *building*.

13.2 Covered Way Requirements

- a) Where the *construction* may constitute a hazard to the public, work shall not commence on the *construction*, alteration, or repair of a *building* until a covered way, as described in section 13.3 hereof, has been erected to protect the public, except where:
 - i. work is performed within a solid enclosure;
 - ii. the *building* is at a distance greater than 4.5 metres from a public way used by pedestrians; and

- iii. site conditions warrant a distance greater than provided in clause 13.2 a) ii) hereof.
- b) The covered way shall be subject to *permit* and encroachment agreement required by the Town's Public Works and Engineering Services Department.

13.3 Covered Way Construction

- a) A covered way shall:
 - i. have a clear height of no less than 2.4 metres;
 - ii. have an unobstructed width of 1.5 metres or the width of the public way, whichever is lesser;
 - iii. be designed and constructed to support safely all loads that may be reasonably expected to be applied to it, but in no case less than 2.4KPa on the roof;
 - iv. have a weather-tight roof sloped towards the construction site or, if flat, be equipped with a splash board no less than 300mm high on the street side; and
 - v. be totally enclosed on the construction site side with a structure having a reasonably smooth surface facing the public way.
- b) Where, in the opinion of the *Chief Building Official*, a *construction* site presents a particular and unique hazard to the public, the *Chief Building Official* may require the erection of such fencing as deemed appropriate to the circumstances.
- c) In considering the hazard presented by a *construction* site, the necessity for fencing, and its *construction*, the *Chief Building Official* shall have regard to:
 - i. the proximity of the *construction* site to occupied dwellings;
 - ii. the proximity of the *construction* site to lands accessible to the public, including but not limited to streets, parks, and commercial and institutional activities;
 - iii. the hazards presented by the *construction* activities and materials;
 - iv. the feasibility and effectiveness of the site fencing; and
 - v. the duration of the hazard.

14.0 Code of Conduct

14.1 Introduction

- a) This Code of Conduct applies to the *Chief Building Official* and inspectors appointed by the *Town* under the *Act*, in the exercise of a power or the performance of a duty under the *Act* or the *Building Code*. The purposes of this Code of Conduct are to promote appropriate standards of behavior and enforcement actions by the *Chief Building Official* and inspectors, to prevent practices, which may constitute an abuse of power, including unethical or illegal practices, and to promote appropriate standards of honesty and

integrity in the exercise of a power of the performance of a duty under the *Act*, or the *Building Code* by the *Chief Building Official* and inspectors.

14.2 Standard of Conduct

- a) In addition to any existing Code of Conduct Policy which the *Town* already has in place for its municipal employees, the *Chief Building Official* and inspectors of the *Town* undertake to:
 - i. act in the public interest, particularly with regard to the safety of *buildings* and structures;
 - ii. conduct themselves with a high degree of personal integrity and ethics, and in particular they should not place themselves, or *permit* themselves to be placed, in a position which would constitute, or on an objective basis give a reasonable apprehension, of a conflict of interest or breach of trust;
 - iii. exercise powers in accordance with the provisions of the *Act*, the *Building Code* and other applicable law that governs the authorization, *construction*, occupancy and safety of *buildings* and designated structures;
 - iv. apply all relevant *building* laws, regulations and standards in a consistent and fair manner, independent of any influence by interested parties;
 - v. act honestly, reasonably and professionally in the discharge of their duties; and
 - vi. not divulge any confidential or sensitive information or material that they become privy to in the performance of their duties, except in accordance with laws governing freedom of information and protection of privacy.

15.0 Repeal

15.1 Repealed By-Law

- a) By-Law number 2018-19 being “a By-Law respecting construction, demolition, change of use permits, inspections and related matters” is hereby repealed.

15.2 Applications under By-Law 2018-19

- a) Despite the repeal of By-Law 2018-19, any applications submitted prior to the passing of this By-Law, will continue to be processed under By-Law 2018-19.

Read a first, second, third time and finally passed this 13th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk



**Schedule 1
Applicable Forms
Required for Permit**

Building Services Department
917 Lesperance Road
Tecumseh, ON N8N 1W9

Forms are required by the Chief Building Official but are not attached to this By-Law. As such, they may be amended to reflect changes to Provincial Legislation, Municipal By-Laws, etc. Forms are available at the Building Services Department or online at www.tecumseh.ca.

Form	Title
A	Application for a Permit to Construct or Demolish
A.1	Designer Information
A.2	Sewage System Installer Information
A.3	Commitment to General Review by Architect and Engineers
A.4.1	Energy Efficiency Design Summary: Prescriptive Method
A.4.2	Energy Efficiency Design Summary: Performance & Other Acceptable Compliance Methods
A.5	Residential Mechanical Ventilation and HVAC Design Summary
A.6	Demolition Permit Application Checklist
A.7.1	Alternative Solution Application
A.7.2	Alternative Solution Authorization Form
B	Change of Use Application
C	Partial Occupancy Permit Application
D	Plan Resubmission Application
E	Liquor Licence Application
F	Sign Permit Application
G	Mobile Sign Permit Application
H	Transfer of Permit Application
I	Remove Permit from Dormancy Application



Schedule 2.1 Documents and Drawings Required for Permit Application

Building Services Department
917 Lesperance Road
Tecumseh, ON N8N 1W9

The Forms described in this Schedule are available from the Chief Building Official and listed in “Schedule 1” of this By-Law.

A description of the information required on drawings is contained in “Schedule 2.2” of this By-Law.

The Chief Building Official may waive the requirements for any specified documents or drawings where the scope of the work, Applicable Law or Building Code requirements do not necessitate its submission.

New Construction

Residential Part 9 Buildings

Row	Class of Permit	Documents and Drawings Required
1	<ul style="list-style-type: none"> Detached house Semi-detached house Row house Duplex Double duplex Triplex Fourplex Multi-unit dwelling (under 600 m²) 	<p>Documents</p> <ul style="list-style-type: none"> Form A – Application for a Permit to Construct or Demolish Form A.1 – Designer Information Form A.2 – Sewage System Installer Information (if on a sewage system) Form A.4.1 or A.4.2 – Energy Efficiency Design Summary <p>Drawings</p> <ul style="list-style-type: none"> Site Plan Civil Drawings Architectural Drawings Structural Drawings Engineered Products

Renovation, Alteration and Small Project

Residential Part 9 Buildings

Row	Class of Permit	Documents and Drawings Required
2	<ul style="list-style-type: none"> Alterations Additions Accessory buildings Basement renovations Repairs 	<p>Documents</p> <ul style="list-style-type: none"> Form A – Application for a Permit to Construct or Demolish Form A.1 – Designer Information Form A.2 – Sewage System Installer Information (if on a sewage system)

	<ul style="list-style-type: none"> • Deck • Porch 	<ul style="list-style-type: none"> • Form A.4.1 or A.4.2 – Energy Efficiency Design Summary (except for deck and porch) • Form A.5 – Residential Mechanical Ventilation (except for deck and porch) and • HVAC Design Summary (except for deck and porch) <p>Drawings</p> <ul style="list-style-type: none"> • Site Plan • Architectural Drawings • Structural Drawings • Engineered Products
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New Construction

Non-Residential and Other Residential Not Provided for in Row 1 or 2

Row	Class of Permit	Documents and Drawings Required
3	<ul style="list-style-type: none"> • New Buildings • Additions 	<p>Documents</p> <ul style="list-style-type: none"> • Form A – Application for a Permit to Construct or Demolish • Form A.1 – Designer Information (Part 9 Small Buildings) • Form A.2 – Sewage System Installer Information (if on a sewage system) • Form A.3 – Commitment to General Review by Architect and Engineers (Part 3 Buildings) • SB-10 – Energy Efficiency Design Summary • Geotechnical Report <p>Drawings</p> <ul style="list-style-type: none"> • Site Plan • Civil Drawings • Architectural Drawings • Structural Drawings • HVAC Drawings • Plumbing Drawings • Fire Protection Drawings • Electrical Drawings

Renovation, Alteration and Small Project

Non-Residential and Other Residential Not Provided for in Row 1 or 2

Row	Class of Permit	Documents and Drawings Required
4	<ul style="list-style-type: none"> Alterations Renovations Repairs Interior fit up 	<p>Documents</p> <ul style="list-style-type: none"> Form A – Application for a Permit to Construct or Demolish Form A.1 – Designer Information (Part 9 Small Buildings) Form A.2 – Sewage System Installer Information (if on a sewage system) Form A.3 – Commitment to General Review by Architect and Engineers (Part 3 Buildings) SB-10 – Energy Efficiency Design Summary Geotechnical Report <p>Drawings</p> <ul style="list-style-type: none"> Site Plan Civil Drawings Architectural Drawings Structural Drawings HVAC Drawings Plumbing Drawings Fire Protection Drawings Electrical Drawings

Construction

Designated Structures Under Article 1.3.1.1 of Division A of the Ontario Building Code

Row	Class of Permit	Documents and Drawings Required
5	Retaining wall Pedestrian bridge Crane runway Exterior storage tank and supporting structure Signs Solar collector Structure supporting wind turbine generator Dish antenna Outdoor pool	Documents Form A – Application for a Permit to Construct or Demolish Form A.3 – Commitment to General Review by Architect and Engineers Geotechnical Report Drawings Site Plan Architectural Drawings Structural Drawings HVAC Drawings

	Outdoor public spa Permanent solid nutrient storage facility	Plumbing Drawings Fire Protection Drawings Electrical Drawings
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Change of Use

Row	Class of Permit	Documents and Drawings Required
6	<ul style="list-style-type: none"> When no construction required 	<p>Documents</p> <ul style="list-style-type: none"> Form B – Change of Use Application <p>Drawings</p> <ul style="list-style-type: none"> Site Plan Architectural Drawings Details of wall, ceiling and roof assemblies identifying required fire resistance ratings and load bearing capacities Details of the existing sewage system (if any) HVAC Drawings – showing current and proposed fresh air ventilation, including calculations

Demolition

Row	Class of Permit	Documents and Drawings Required
7	<ul style="list-style-type: none"> Demolition 	<p>Documents</p> <ul style="list-style-type: none"> Form A – Application for a Permit to Construct or Demolish Form A.3 – Commitment to General Review by Architect and Engineers Designated Substance Survey (if required) Method of Demolition Report (if required) Confirmation of Utility Services Disconnection <p>Drawings</p> <ul style="list-style-type: none"> Site Plan Structural Drawings

Partial Occupancy

Row	Class of Permit	Documents and Drawings Required
8	<ul style="list-style-type: none"> Partial occupancy 	Documents <ul style="list-style-type: none"> Form C – Partial Occupancy Permit Application Drawings <ul style="list-style-type: none"> Architectural Drawings (identifying area to be occupied)

Tents

Row	Class of Permit	Documents and Drawings Required
9	Small Tents (60 m ² to less than 225 m ² in aggregate ground area) Large Tents (225 m ² or larger in aggregate ground area)	Documents Form A – Application for a Permit to Construct or Demolish Form A.3 – Commitment to General Review by Architect and Engineers (for Large Tents) Drawings Site Plan Structural Drawings (for Large Tents)



Schedule 2.2 Information Required on Drawings

**Building Services
Department**
917 Lesperance Road
Tecumseh, ON N8N 1W9

The numbered columns (1 through 9) in the following tables reference the “Row” columns in “Schedule 2.1” - Documents and Drawings Required for Permit Application

Where indicated by a checkmark (✓), the information described in the “Information Required” column in the following table is required to be included on the drawings for the type of work described in “Schedule 2.1” - Documents and Drawings Required for Permit Application

The Chief Building Official may waive the requirement for any required information specified in this Schedule due to limited scope of work, Applicable Law or Building Code requirements.

Site Plan

Information Required	1	2	3	4	5	6	7	8	9
Legal description, survey property lines, property dimensions, compass orientation, location and name of adjacent roads, easements, and key plan	✓	✓	✓	✓	✓	✓	✓		✓
Outline of all existing and proposed buildings and structures, building dimensions and their distance to property lines	✓	✓	✓	✓	✓	✓	✓		✓
Dimensions and location of parking and vehicle access and fire routes, hydrants, and fire department connection	✓	✓	✓	✓		✓			
Dimensions and location of barrier-free parking, barrier free curb, ramps, path of travel to building and building access, loading spaces, bicycle spaces, and refuse area	✓	✓	✓	✓		✓			

Civil Drawings

Information Required	1	2	3	4	5	6	7	8	9
Signature and seal of Professional Engineer, Landscape Architect or Ontario Land Surveyor	✓		✓	✓					
Property lines, easements, sidewalks, driveways, building location, curb cuts, and retaining walls	✓		✓	✓					
Existing and proposed elevations within the site and at property lines, centerline of the road(s), adjacent properties, retaining wall elevation, slopes of driveways, and drainage flow and swales	✓		✓	✓					
Location of catch basins, above and below ground utilities, and connections to services			✓	✓					
Site servicing details, pipe materials, and parking lot details			✓	✓					
Cross section of front/rear yard, cross section of side yard with 8% max slope, catch basin location, rear yard drain detail, swale detail, sump pump detail, grout/bentonite plug detail and location, roof drainage, and back water valve	✓								

Architectural Drawings

Information Required	1	2	3	4	5	6	7	8	9
Ontario Building Code Data Matrix			✓	✓	✓	✓			
Existing plans showing construction and room/space identification of all floors in the area of proposed work or occupancy, and key plan location of work		✓	✓	✓	✓	✓			
Plans of all floors including basements complete with all rooms and room names	✓	✓	✓	✓		✓		✓	

Roof plan showing slope, drainage, fire rating, and construction details	✓	✓	✓	✓		✓			
Building elevations showing grade, floor and ceiling heights, overall building height and mid point of sloped roofs, exterior finish materials, window heights and sizes, and spatial separation calculations	✓	✓	✓	✓	✓				
Residential construction details including proposed wall section from footing to roof, specifications of all wall, floor and roof assemblies and all building materials and construction specifications, party wall and fire separations, and life safety equipment	✓	✓	✓	✓					
Stairs, guards and handrail dimensions and details, window sizes and height above floor level, location and fuel type of all fireplaces	✓	✓	✓	✓					
Mezzanine plan showing construction, guardrails, and egress	✓	✓	✓	✓					
Location and details of barrier free entrances, barrier free path of travel, and barrier free washrooms			✓	✓		✓			
Reflected ceiling plans, bulkhead details, and horizontal service shaft details			✓	✓					
Roof equipment screening, anchorage for window washing, and roof access			✓	✓					
Building cross sections showing grade, floor and ceiling heights, horizontal, and vertical fire separations			✓	✓		✓			
Enlarged sections and detail plans of washrooms and exit stairs			✓	✓					
Wall sections, plan and section construction details	✓	✓	✓	✓		✓			

Exit stair enclosure, wall construction details, fire separations and listed design numbers, and door numbers referenced to a door schedule			✓	✓		✓			
Door and hardware schedule, door and frame details, window schedule, and room finish schedule			✓	✓					

Structural Drawings

Information Required	1	2	3	4	5	6	7	8	9
Foundation plans, floor and roof framing plans, footing, column and beam schedules, structural details, and material specifications	✓	✓	✓	✓	✓				
Design specifications, live and dead loading, wind and snow loading, earthquake loading, and geotechnical report design basis			✓	✓	✓				
Structural drawings sealed by a Professional Engineer for all structural elements not within the scope of Part 9 of the Building Code	✓	✓	✓	✓	✓		✓		✓
Roof and floor truss drawings sealed by a Professional Engineer	✓	✓	✓	✓	✓				

HVAC Drawings

Information Required	1	2	3	4	5	6	7	8	9
Heating, ventilating and air conditioning plans, service shafts, and equipment layout and schedules			✓	✓	✓				
Fire damper locations, and kitchen exhaust equipment			✓	✓					
Structural design for support of equipment			✓	✓					

Plumbing Drawings

Information Required	1	2	3	4	5	6	7	8	9
Plumbing and drainage plans, location of fixtures and sizing of under and above ground storm, sanitary and water service piping, and appurtenances			✓	✓	✓				
Location of fire stopping, specifications of plumbing, and fire stopping materials			✓	✓					

Fire Protection Drawings

Information Required	1	2	3	4	5	6	7	8	9
Fire hydrant locations, sprinkler and standpipe distribution plans, hydraulic calculations and schedules, sprinkler head layout, and fire hose cabinet locations			✓	✓					
Location and specification of emergency lighting, exit signage emergency generators, fire alarm system equipment, diagrams, and specifications	✓	✓	✓	✓					
Location of smoke alarms and carbon monoxide detectors	✓	✓	✓	✓					

Electrical Drawings

Information Required	1	2	3	4	5	6	7	8	9
Electrical supply and distribution plans, location of power and lighting outlets, equipment schedule, and transformer location			✓	✓	✓				
Location and specification of emergency lighting, emergency generators, and exit signage	✓	✓	✓	✓	✓				



Schedule 3 Permit Fee Rates

Building Services Department
917 Lesperance Road
Tecumseh, ON N8N 1W9

Minimum Permit Fee

A minimum permit fee of **\$250** will be assessed for the processing and issuance of permits, except where otherwise noted in this By-Law.

General Application Fees (listed as 1 to 2 and are in addition to the Permit Fees).

1	Permit Holdback Fee Applied to permit fees that are \$1,000 or greater and is refundable subject to conditions in section 9.0 of this By-Law	\$1,000 per permit
2	Permit Deposit Applied as a credit to total calculated permit fee	\$500 per dwelling unit

Permit Fees (listed as 3 to 7)

Permit fee calculations (\$ / Sq.Ft.) in this section to include the sum of all floor areas, including below grade (finished or unfinished), attached garages, and roofed areas (carports, covered porches/patios, supported roofs over attached decks or landings, etc.).

Residential

\$ / Sq. Ft unless otherwise noted

3	House (OBC Part 9, Group C) New House, Alteration, Addition and Additional Residential Unit (ARU)	\$1.20 Plus – \$0.85 for applicable extras: attached deck/porch without a roof, unfinished basement, attached garage, and any other applicable fees
4	Other Residential (OBC Group C) New building, Alteration, Addition	\$1.20 Plus – \$0.85 for applicable extras: attached deck/porch without a roof, and any other applicable fees

Industrial

\$ / Sq. Ft unless otherwise noted

5	Industrial (OBC Group F) New building, Alterations and Addition	\$1.00
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Commercial / Institutional

\$ / Sq. Ft unless otherwise noted

6	Commercial / Institutional (OBC Group A, B, D or E) New building, Alterations and Addition	\$1.20
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Post Disaster Buildings

\$ / Sq. Ft unless otherwise noted

7	Post Disaster Building (as defined in Division A, Article 1.4.1.2 of the OBC) New building, Alterations and Addition	\$2.50
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Other Permit Fees (listed as 8 to 25)

Fees listed in this section are only applied to projects where the described work is **not** part of a new building listed in the Permit Fees section above. Sewage systems are always issued as separate permits.

Heating, Ventilating and Air Conditioning (HVAC) System Fees

8	House HVAC System (OBC Part 9, Group C) New installation and replacement	\$350 per unit/system
9	All Other HVAC Systems	\$350 per unit/system

	(OBC Group A, B, C, D, E or F) New installation and replacement	
10	Post Disaster HVAC System (As defined in OBC Division A, Article 1.4.1.2) New installation and replacement	\$700 per unit/system

Life Safety and Other Mechanical System Fees

11	Mechanical Roof-Top Unit New installation and replacement	\$200 per roof-top unit (minimum \$250)
12	Commercial Kitchen Hood New installation and replacement	\$350 per unit/system
13	Fire Alarm System (All building types) New and alterations to existing system	\$350 per unit/system

Plumbing Fees

14	Bathroom New bathroom, rough-in bathroom	\$200 per bathroom (minimum \$250)
15	Backwater Valve / Sump Pit / Ejector Pump	\$250 per unit

Sewer and Water Service Fees*

*The fees listed below (listed as 19 to 24) are to be applied as **individual** fees if work is only for the individual item listed. If more than one of the items listed below are being installed on a project, the highest fee of the individual item will be applied for the entire grouping of work included on a project provided the work is included on a single permit.

16	Residential Sanitary Sewer (OBC Part 9, Group C)	\$250 per dwelling unit
17	All Other Sanitary Sewer (OBC Group A, B, C, D, E, F)	\$3.00 per lineal foot (minimum \$250)
18	Residential Storm Sewer (OBC Part 9, Group C)	\$250 per dwelling unit
19	All Other Storm Sewer (OBC Group A, B, C, D, E, F)	\$3.00 per lineal foot (minimum \$250)
20	Residential Water Service (OBC Part 9, Group C)	\$250 per dwelling unit
21	All Other Water Service (OBC Group A, B, C, D, E, F)	\$3.00 per lineal foot (minimum \$250)

Sewage System Fees

22	Septic Sewage System Class 4 (All types – new or repair) Always to be issued as a separate permit	\$1,000 per system
23	Septic Sewage System Class 5 (Holding tank) Always to be issued as a separate permit	\$1,000 per system

Lot Grading Fees

24	Residential Lot Grading Review (OBC Part 9, Group C)	\$250 per dwelling
25	All Other Lot Grading Review (OBC Group A, B, C, D, E, F)	\$350 per development

Miscellaneous Permit Fees (listed as 26 to 34)

\$ / Sq. Ft unless otherwise noted

26	Deck / Porch without a roof (OBC Part 9, Group C)	\$0.85 (minimum \$250)
27	Finish Basement (OBC Part 9, Group C)	\$1.20
28	Accessory Building (OBC Part 9, Group C)	\$0.85 (minimum \$250)
29	House Demolition	\$350

	(OBC Part 9, Group C)	
30	All Other Demolition (OBC Group A, B, C, D, E, F)	\$0.20 (minimum \$350)
31	Temporary Structure - Tent	\$250
32	Change of Use - no construction required (as described in OBC Section 10)	\$250
33	Farm Building (as defined in Division A, Article 1.4.1.2 of the OBC) New building, Alterations and Addition	\$0.50
34	Work Not Specifically Listed (per \$1,000 of construction value determined by current construction index or accepted tender bid)	\$15

Miscellaneous Charges (Listed as 35 to 49)**Permit Application Fees**

35	Permit Resubmission Before permit is ready to be issued	\$250
36	Permit Resubmission After permit is issued	\$250 plus applicable permit fees (no refund for original permit)
37	Partial Occupancy Permit (per square foot of the area to be occupied in advance of the total building occupancy)	\$0.05 / square foot (\$250 minimum)
38	Conditional Permit	Permit fee as determined from this schedule plus \$1,000
39	Partial Permit	Permit fee as determined from this schedule plus \$500
40	Alternative Solution Application	\$250 minimum for up to 4 hours of review time plus \$100 per hour beyond the first 4 hours
41	Permit Transfer	\$250

Inspection Fees

42	Inspection requested and site attended but the site is deemed unsafe to enter by Inspector	\$120
43	Inspection requested and site attended but the work to be reviewed is incomplete	\$120

44	Inspection requests exceed the maximum two (2) inspections for each required inspection stage	\$120
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Work Without a Permit Penalty Fees

45	Work Without a Permit For work started without a permit	100% of permit fee (\$500 minimum)
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Administrative Fees

46	Records Search	\$50
47	Property Information Letter	\$50
48	Permit Finalization Letter	\$50
49	Opening Dormant Permit	\$100



Schedule 4 Inspection Notices

**Building Services
Department**
917 Lesperance Road
Tecumseh, ON N8N 1W9

Any person to whom a permit under Section 8 of the Act is issued shall notify* the Chief Building Official of the stages of construction** listed in the following table:

ITEM	DESCRIPTION
A	Readiness to construct footings
B	Substantial completion of footings and foundations prior to commencement of backfilling
C	Substantial completion of structural framing and ductwork and piping for heating and air-conditioning systems, if the building is within the scope of Part 9 of Division B
D	Substantial completion of structural framing and roughing-in of heating, ventilation, air-conditioning and air-contaminant extraction equipment, if the building is not a building to which Clause (c) applies
E	Substantial completion of insulation and vapour barriers
F	Substantial completion of air barrier systems
G	Substantial completion of all required fire separations and closures and all fire protection systems including standpipe, sprinkler, fire alarm and emergency lighting systems
H	Substantial completion of fire access routes
I	Readiness for inspection and testing of: (i) building sewers and building drains; (ii) water service pipes; (iii) fire service mains;

	(iv) drainage systems and venting systems; (v) the water distribution system; and (vi) plumbing fixtures and plumbing appliances.
J	Readiness for inspection of suction and gravity outlets, covers and suction piping serving outlets of an outdoor pool described in Clause 1.3.1.1.(l)(j) of Division A, a public pool or a public spa
K	Substantial completion of the circulation / recirculation system of an outdoor pool described in Clause 1.3.1.1.(l)(j) of Division A, a public pool or public spa and substantial completion of the pool before it is first filled with water
L	Readiness to construct the sewage system
M	Substantial completion of the installation of the sewage system before the commencement of backfilling
N	Substantial completion of installation of plumbing not located in a structure, before the commencement of backfilling
O	Completion of construction and installation of components required to permit the issue of an occupancy permit under Sentence 1.3.3.1.(3) or to permit occupancy under Sentence 1.3.3.2.(1), if the building or part of the building to be occupied is not fully completed
P	Completion of construction and installation of components required to permit the issue of an occupancy permit under Sentence 1.3.3.4.(4) or 1.3.3.5.(3)

* The permit holder is responsible to notify the Chief Building Official for all applicable stages for their specific project.

** The listed stages are taken from **Division C, Sentence 1.3.5.1 of the Ontario Building Code** and are subject to Provincial revision. The permit holder is responsible to provide notice in accordance with this list and the latest revision of the Ontario Building Code.



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: March 14, 2023

Report Number: LCS-2023-04

Subject: Manning Road Farm Lease – Option to Renew

Recommendations

It is recommended:

That LCS-2023-04 entitled “Manning Road Farm Lease – Option to Renew” **be received;**

And that the request of Olinda Farms Inc. (Olinda) to extend the Farm Lease to farm the Town’s 18 acres of farmland located on the south side of Baseline Road for a further two year period, subject to and as provided for in the current Farm Lease, **be approved;**

And further that By-law No. 2023-036 being a by-law to authorize the Mayor and the Clerk to execute a Farm Lease Agreement between the Town and Olinda for the 2023 to 2024 Crop Years, **be adopted.**

Background

The Town is the owner of approximately 18 acres of farmable lands located on the south side of Baseline Road, west of Manning Road (Farmlands).

The Farmlands are legally known as Part 2 on Plan 12R-25526. [Attachment 1](#) is a map of the Town’s Lands.

Comments

The Town initially entered into a Farm Lease Agreement with Olinda Farms Inc. (“Olinda”) for a one-year lease commencing January 1, 2020 and ending December 31, 2020, with an option for Olinda to request an additional two-year term renewal. The renewal was subsequently exercised and the lease expired on December 31, 2022.

Olinda has again requested a further extension of this lease of farmland. Administration recommends that it is expedient at this time to provide for such an extension and accordingly attached to this Report as **Attachment 2** is a proposed Farm Lease Agreement in essentially the same form and manner as the recently expired lease but with the lease amount adjusted for current Consumer Price Index (CPI). The attached agreement with Olinda is for the 2023 and 2024 Crop Years at the rate of \$274.40 per acre or an annual lease amount of \$4,885.17 plus HST of \$635.07 for total of \$5,520.24. In 2024, the rate will be increased in proportion to the increase, if any, in the CPI as determined by Statistics Canada.

Again, the Farm Lease Agreement for the 2023 to 2024 Crop Years has been prepared in keeping with the same provisions of the previous agreement. The payment installments have been split 50/50 effective June 1 and October 1.

In brief summary, Olinda will be responsible for:

- growing crops and such ancillary tasks necessary to grow the crops;
- all labour, materials and equipment, including the cost of same, for the purpose of the Lease;
- providing to the Ontario Ministry of Agriculture, Food and Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for each taxation year;
- giving evidence of public liability and property damage insurance of not less than Two Million Dollars (\$2,000,000) naming the Town as an additional insured on the Farmer’s policy of insurance; and
- leaving the Farm in good condition in accordance with proper farm husbandry and ready for the next farm crop year.

The Farm Lease Agreement cannot be assigned or sublet without the prior written approval of the Town and the Town may reduce or eliminate acreage of the Farmlands upon notice to the Farmer.

Further, should the Town require the lands for municipal purposes, then upon 90 days’ written notice to the Farmer, the Town may terminate this Agreement early. In the event that such termination takes place after a crop has been planted by the Farmer, the

Corporation shall, upon receipt of evidence satisfactory to the Corporation, acting reasonably, reimburse the Farmer for all amounts properly expended by the Farmer with respect to the terminated or reduced acreage during the term of this Agreement and the Corporation shall have no further obligation to the Farmer.

Consultations

Financial Services

Financial Implications

The lease payment to the Town for the 2023 Crop Year under the Farm Lease Agreement is due in two (2) instalments:

- June 1, 2023 \$2,442.58 plus HST (\$2,760.11)
- October 1, 2023 \$2,442.58 plus HST (\$2,760.11)

The total lease payment for the 2023 Crop Year is \$4,885.17 plus HST, as applicable.

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:

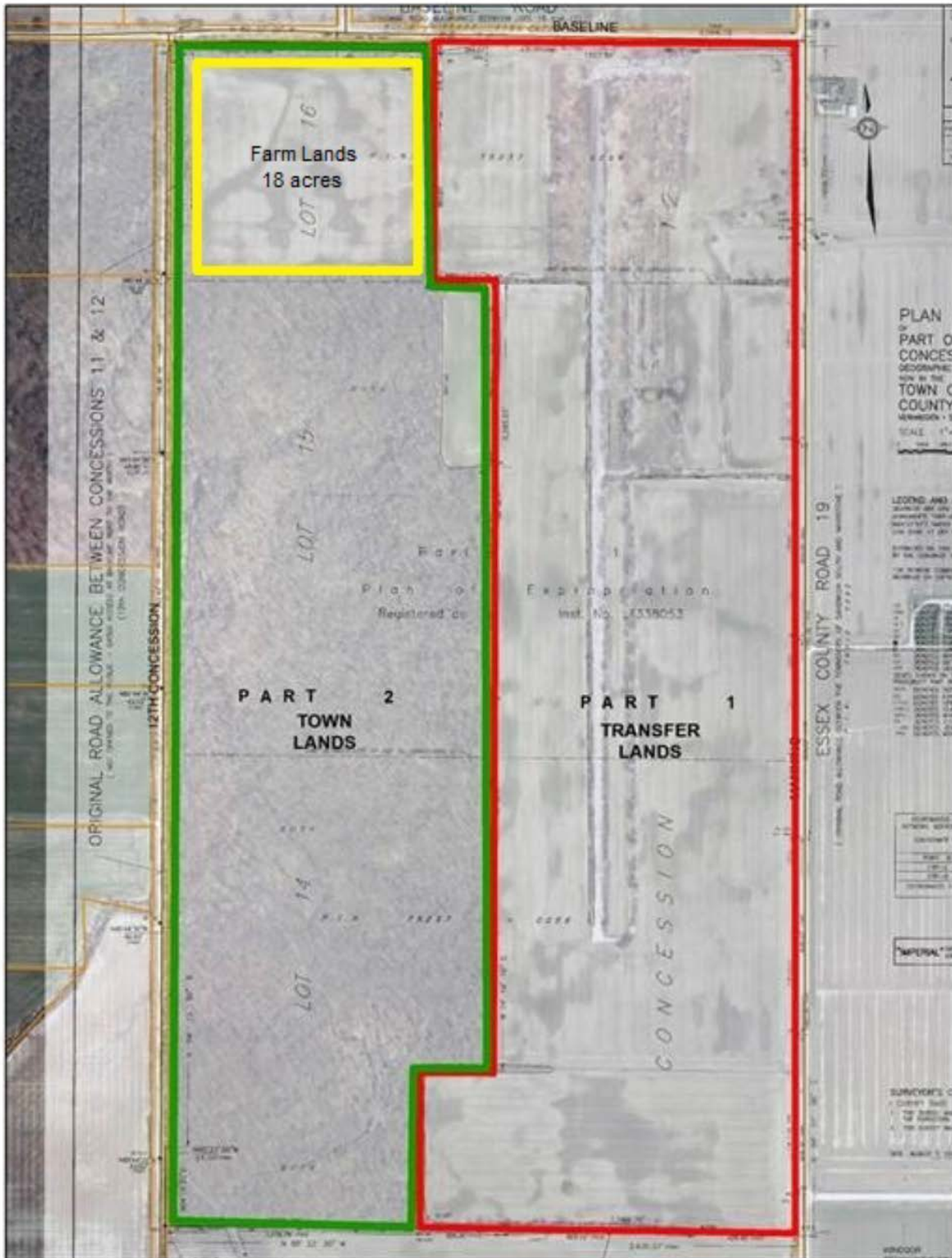
Robert Auger, LL.B.
Director Legislative Services & Clerk

Recommended by

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Map of Town Lands
2	Farm Lease Agreement

Appendix 1 – Map of the Town's Lands



Farm Lease Agreement

This Agreement made as of this 1st day of March 2023.

BETWEEN:

The Corporation of the Town of Tecumseh
hereinafter called the "Corporation"

Of the First Part;

AND:

Olinda Farms Inc.
A corporation incorporated pursuant to the laws of the Province of Ontario
hereinafter called the "Farmer"

Of the Second Part;

Whereas the Corporation is the owner of the lands and premises, being legally described in Schedule "A" hereto, hereinafter referenced to as the "Farmlands";

And Whereas, the Farmer is conducting business in the general vicinity and neighborhood of the Farmlands;

And Whereas, the parties hereto have agreed to the growing of crops on the Farmlands for the term hereof.

Now Therefore This Agreement Witnesseth that in consideration of the premises and the covenants hereinafter contained, the Parties hereto mutually undertake and agree as follows:

1. That the term of this Agreement shall be from March 1, 2023 to December 31, 2024.
2. The Farmer shall grow on the Farmlands such crops as the Farmer and the Corporation shall determine during the term hereof, and the Farmer covenants and agrees to properly plow, till, disc and prepare the Farmlands for planting of such crops and to plant, grow and care for and harvest the said crops in a good and farmer-like manner, according to the prevailing customs relative to farm husbandry in the community;
3. The Farmer shall, at his own expense, furnish and supply all labor in connection with the due performance of this Agreement, and, without limiting the generality of the foregoing, for the plowing, tilling, discing and preparation of the Farmlands for the planting of the crops to be grown on the Farmlands, and for the growing, harvesting and handling of the said crops;
4. The Farmer shall, at his own expense, furnish and supply all farm equipment necessary for the due performance of this Agreement;
5. The Farmer shall, at his own expense, furnish and apply all materials, including seed, all fertilizers and herbicide sprays utilized by the Farmer in connection with the due performance of this Agreement. The Farmer shall pay all other expenses incurred in connection with the due performance of this Agreement, it being understood that this Agreement is to operate carefree and free of cost to the Corporation;

6. The Farmer hereby indemnifies and saves harmless the Corporation and its members of Council, directors, officers, employees, agents and representatives, harmless from and against, all losses, damages, expenses, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), fines, penalties, sanctions, claims, orders and demands of whatever nature or kind, including all reasonable legal fees and disbursements, whether in contract, tort, statute or otherwise, related to, resulting from, connected with or arising out of the Farmer's use of the Farmlands, including, without limiting the generality of the foregoing, arising as a result of the use by the Farmer of fertilizers and herbicide sprays on the Farmlands;
7. The Farmer hereby covenants and agrees to pay to the Corporation, the following:
 - (a) A total of \$4,885.17.00, plus HST \$(635.07) for a total of **\$5,520.24** annually, as follows:
 - i. Fifty percent (50%) on June 1 = \$2,442.58 plus HST (**\$2,760.11**) as applicable.
 - ii. Fifty per cent (50%) on October 1, = \$2,442.58 plus HST (**\$2,760.11**) as applicable;
 - (b) Effective as at the end of the first year of this Lease and thereafter annually, the Base Rent due and payable under Section 7 (a) shall be increased in proportion to the increase, if any, in the Consumer Price Index (hereinafter CPI) as determined by Statistics Canada. In the event the compilation and / or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation.
8. The Farmer shall, in the Fall of each year, after all crops have been harvested, leave the Farmlands in good condition in accordance with proper farm husbandry ready for the next crop year;
9. The parties acknowledge and agree that, as of the date hereof, the Farmlands comprise eighteen (18) acres of arable land, more or less.
10. The parties further acknowledge and agree that the Corporation may, at any time or times during the term hereof, upon 90 days' written notice to the Farmer, terminate this Agreement or reduce the acreage subject to this Agreement and upon the giving of such notice any and all of the Farmer's rights with respect to the Farmlands or to the reduced acreage described in the notice as the case may be, shall terminate and be at end. In the event that, after a crop has been planted by the Farmer, the Corporation terminates this Agreement or reduces the acreage subject to this Agreement, the rent shall be adjusted to reflect the reduced acreage and the Corporation shall, upon receipt of evidence satisfactory to the Corporation, acting reasonably, reimburse the Farmer for all amounts properly expended by the Farmer with respect to the reduced acreage during the term of this Agreement in furtherance of the Farmer's obligations hereunder and the Corporation shall have no further obligation to the Farmer;
11. It is understood and agreed by and between the parties hereto that the relationship of partnership between them has not been created by this Agreement, and that there is no relationship of master and servant between them;

12. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns;
13. The Farmer shall provide to the Ontario Ministry of Agriculture, Food & Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for each taxation year;
14. The Farmer further covenants and agrees not to assign this Agreement or any renewal thereof or to sublet the said farmland or any part thereof without the prior written consent of the Corporation, and such consent may be arbitrarily withheld;
15. The Farmer further covenants and agrees to furnish the Clerk of the Corporation with written evidence of public liability and property damage insurance coverage in the amount of two million dollars (\$2,000,000.00) with the Corporation named as an additional insured, which is satisfactory to the Corporation;
16. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Farmer or by the Farmer to the Corporation under the provisions of this Agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Farmer, to:

519 Hope Lane
Leamington, Ontario N8H 3V5

or in the case of the Corporation, to:

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Attention: Laura Moy,
Director Corporate Services & Clerk

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

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

SIGNED, SEALED & DELIVERED

In the presence of:

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

By:

Name: Gary McNamara

Title: Mayor

Name: Robert Auger, LL.B.

Title: Director Legislative Services & Clerk

Olinda Farms Inc.

Name: Phil Brandner

I/We have authority to bind the corporation.

Schedule “A”

North 18 acres of Part of Lots 14, 15 and 16, Concession 12 in the Town of Tecumseh, designated at Part 2 on Plan 12R-25526 registered in the Land Titles Office in Windsor, on August 11, 2013.



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: March 14, 2023

Report Number: LCS-2023-05

Subject: Appointment of an Integrity Commissioner

Recommendation

That Report LCS-2023-05 regarding the Appointment of an Integrity Commissioner **be received**;

That Mr. Robert Swayze's appointment as the Integrity Commissioner for The Corporation of the Town of Tecumseh (Town) **be extended** for a further one year period commencing April 1, 2023 and ending March 31, 2024;

And further that By-Law 2023-030 being a by-law to authorize the Mayor and the Clerk to execute an extension Agreement between the Town and Robert Swayze as Integrity Commissioner for the term April 1, 2023 through March 31, 2024 **be recommended for adoption**.

Background

The *Municipal Act, 2001, S.O. 2001, c.25 (Municipal Act)* under Part V.1 requires a municipality to establish a Code of Conduct for Members of Council and local boards, and to appoint an Integrity Commissioner. The Integrity Commissioner reports to Council and is responsible for performing, in an independent manner, the functions assigned by the municipality with respect to any or all of the following:

1. The application of the Code of Conduct for members of council and the Code of Conduct for members of local boards.

2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the Code of Conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1).

If a municipality has not appointed a Commissioner, the municipality shall, in accordance with the Act, make arrangements for all of these responsibilities to be provided by a Commissioner of another municipality.

In 2008, Council first adopted a Code of Conduct under By-law No. 2008-47 for Members of Council, Committees and Local Boards (Members), in conjunction with Policy No. 61, and in accordance with Section 223.2(1) of the *Municipal Act*. The purpose of the Code of Conduct is to supplement the legislative parameters within which Members must operate and to:

- a. encourage a high standard of conduct;
- b. ensure that Members share a common basis for acceptable conduct;
- c. protect the public interest and enhance public confidence in Members; and
- d. set out a means of correcting unethical conduct.

In September of 2013, Council appointed John G. Maddox, of JGM Consulting, as the Town's first Integrity Commissioner to provide: advice and opinions to the Members, independent complaint prevention, investigation, adjudication, and resolution for Members of Council and the public; and to provide education on adherence with the Code of Conduct and other procedures, rules and policies governing ethical behavior.

Comments

On November 24, 2015 via By-Law 2015-77 and pursuant to a 2015 Request for Proposal process, Robert J. Swayze was appointed as a successor Integrity Commissioner and retained under an Agreement for a two-year term 2016-2017.

Mr. Swayze is a solicitor practicing in Caledon, Ontario. His practice has primarily been in municipal law. He has held senior positions, including Town and City Solicitor, with various municipalities during his career and has been appointed and serves as the Integrity Officer for a number of municipalities.

By subsequent extension agreements approved in 2018 and 2019, the Town further extended the term of the Agreement with Mr. Swayze to March 31, 2023.

The parties hereto now wish to further extend the term of the Agreement until March 31, 2024 under the terms of proposed By-law 2023-030 and its attached Extension Agreement. The reason for only a one year extension is that it is recommended as part of best practices that in 2024 that an updated and new Request for Proposal process be reviewed, initiated and issued. The current proposed extension will afford administration sufficient time to review and initiate a new RFP process while ensuring the timely continuation of integrity Commissioner Services.

As part of the proposed extension agreement with Mr. Swayze a \$1,000 annual retainer fee (inclusive of 3 hours of docketed time) will be applicable for his services and thereafter an increase in hourly rate from \$235 to \$280.

Mr. Swayze's performance to date has met the requirements of the prior Retainer Agreements. The Town is required to retain an Integrity Commissioner to investigate complaints under the Code of Conduct. Funds are available in the annual budget in the event an investigation is to be conducted.

Consultations

Robert Swayze, Barrister & Solicitor

Financial Implications

The 2023 Budget contains a provision in the Legislative Services & Clerk's Department Professional Fee – Other for \$2,500 for Integrity Commissioner fees in the event of an investigation.

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:

Robert Auger, LL.B.
Director Legislative Services & Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: March 14, 2023

Report Number: LCS-2023-07

Subject: Maidstone Recreation Centre Transfer and Facility Agreement

Recommendations

It is recommended:

That Council **approve and accept** the transfer to the Town of the land and premises identified as the Maidstone Recreation Centre located at 10720 Talbot Road (County Road 34) Town of Tecumseh, Ontario (the “MRC Property”), pursuant to the terms of a certain Agreement of Purchase and Sale attached to proposed By-law 2023-039;

And that Council **approve and accept** the entering into of a Municipal Facilities Agreement between the Town and the non-profit corporation known as Maidstone Recreation Centre (“MRC Corporation”) as lessee for the purposes of the occupancy and use of the entire MRC Property as a “*Municipal community centre*” within the meaning of subsection 2(1), of Ontario Regulation 603/06 passed under the *Municipal Act, 2001*, S.O. 2001, c. 25, such agreement to be effective immediately upon the completion of the transfer of the property to the Town and such agreement to be in substantially the same form and manner as that attached to proposed By-law 2023-033;

And further that the lands and premises municipally known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124) are hereby designated or declared to be municipal capital facilities exempt from taxation for municipal and school Board purposes effective as of April 3, 2023 or as of such date that the Town becomes the legal registered owner of the subject lands and premises with such exemption to continue for so long as the

properties are used as municipal capital facilities in accordance with Subsection 110 (6) of the Municipal Act, 2001, S.O. 2001, c.25 as amended (the “Act”) and Ontario Regulation 603/06 as amended;

And furthermore that By-law No. 2023-039 authorizing the Mayor and Clerk to enter into an Agreement of Purchase and Sale for the transfer to the Town of the Maidstone Recreation Centre land and premises **be considered** for first, second, third reading and adoption;

And furthermore that By-law No. 2023-033 authorizing the Mayor and Clerk to provide for a Municipal Capital Facility and authorize the execution of a Municipal Facilities Agreement between the Corporation of the Town of Tecumseh and the non-profit corporation known as Maidstone Recreation Centre **be considered** for first, second, third reading and adoption; and

And further moreover that the Mayor and Clerk **be hereby authorized** to execute and deliver all such further instruments and documents and take all such further actions as may be necessary to carry out the transactions contemplated herein.

Executive Summary

The purpose of this report is to present to Council for formal approval the proposed transfer of the Maidstone Recreation Centre property to the Town for the continuance and expansion of social, athletic and recreational programming and activities for the benefit of the Town of Tecumseh. This transfer is expected to be finalized on or about April 3, 2023. This valued recreational facility is highly accessible to the residents of Wards 4 and 5 and will address growing recreational needs in this area.

Background

The Maidstone Recreation Centre property (“MRC property”) is located on 10720 Talbot Road (County Road 34) Hamlet of Maidstone (in Ward 5) and is legally described as follows: Con. North Talbot Road Sandwich East, Part Lot 295, as in R1519626, Town of Tecumseh, Ontario.

The site is comprised of nearly four (4) acres of property on which there are: three (3) buildings; four (4) outdoor sand volleyball courts, and a pavilion. The MRC property has been owned and operated by a non-profit corporation (“MRC Corporation”) operated entirely by volunteers. The MRC property is in good condition and is maintained well by the corporation.

In July 2019 the President of the MRC Corporation provided correspondence to the Town indicating an interest to explore a mutually beneficial relationship with the Town. Additional correspondence in January 2021 advised the Town that the MRC Board and

members had unanimously approved the “gifting” and transference of the Maidstone Recreation Centre Property to the Town.

On April 8, 2021 Council provided direction to Administration to negotiate an agreement with the MRC Corporation for the transfer of the Maidstone Recreation Centre Property to the Town as well as an agreement for facility and programming arrangements so as to ensure the continuance of this Property as a municipal community centre.

Those agreements have been negotiated and are now presented to Council for consideration of approval.

Comments

The following is a summary of the Agreements that are before Council:

Agreement of Purchase and Sale:

- Purchase price: \$1.00
- Expected Transfer Date: April 3, 2023
- Agreement is conditional on the parties executing a Municipal Facilities Agreement for the purpose of the occupancy and use of the entire MRC Property as a “*Municipal community centre*”
- The parties shall use all reasonable efforts and take all reasonable steps to maintain the property as a municipal community centre that offers social, athletic and recreational activities for the benefit of Maidstone and surrounding area.
- The Purchaser (Town) shall not sell or transfer the MRC Property for a period of 50 years from the completion date unless, despite having taken every reasonable effort to maintain the MRC Property as a municipal community centre, the MRC Property is required for other purposes so as to more effectively provide public service to the Maidstone hamlet. In such case, the Purchaser will relocate the recreation centre, at their expense, within the Maidstone hamlet subject to the terms of a subsequent municipal facilities agreement to be mutually agreed upon at such time in respect of such relocation.
- The Purchaser agrees and covenants to pay Vendor’s reasonable legal fees in respect thereto.

Municipal Capital Facilities Agreement

- Initial five-year term with automatic subsequent renewal terms of five years each unless and until one of the parties provides 30 days notice prior to the expiration of the then current term.
- Both the Town and the MRC Corporation to provide the appropriate insurance as required.
- Town to provide all property and building maintenance inclusive of winter control.
- Any proposed capital improvements to the property (in consultation with the MRC Corporation or otherwise) are subject to Council approval and budgetary constraints. Any such capital improvements carried out shall remain the property of the Town.
- The MRC Corporation shall receive all revenues generated from their operations provided its status remains as a non-profit corporation.
- The Town will have the right to book the facility and shall be responsible for such events booked at the facility, shall receive the income from those booked events and shall indemnify the MRC Corporation from liability relating to Town's use of the facility.
- The Town, in consultation with the MRC Corporation, shall be responsible for the design, installation and maintenance of a historical storyboard for the facility.
- The MRC Corporation shall operate and deliver and continue to operate and deliver those social, athletic and recreational activities at the facility so as to continue operations.
- The MRC Corporation shall be responsible for all utilities and all other operational costs not expressly assumed by the Town.
- The Town shall declare and obtain a Municipal Capital Facility designation for the site within the meaning of subsection 110(6) of the Municipal Act. Pursuant to subsection 110(6) of the Municipal Act the Council of a municipality may exempt from taxation for municipal and school purposes land or a portion of it on which municipal capital facilities are or will be located. Further, and pursuant to subsection 110(20) of the Municipal Act and Ontario Regulation 603/06, facilities related to the provision of municipal facilities used for municipal community centres, recreational purposes, and parking facilities ancillary thereto are eligible municipal capital facilities for the purpose of a tax exemption under subsection 110(6) of the Act;

- The MRC Corporation will be solely responsible for the sale of alcohol at any of its events and will provide to the Town any further insurance and indemnifications required by the Town/its insurer.
- The MRC Corporation will be responsible for the supply, install, maintenance, and replacement of any and all appliances, equipment and such other chattels and accessories thereto required for the normal and reasonable operation of the MRC Property.
- Any cleaning and maintenance resulting from its use shall be the responsibility of the MRC Corporation.
- MRC Corporation to provide the insurance required of it and provide the appropriate indemnifications of the Town associated or resulting from its use of the facility.

Execution and implementation of both the Agreement of Purchase and Sale and the Municipal Capital Facilities Agreement will proceed to completion upon Council approval. Upon completion the Town will be assured of a long term sustainable community facility that will address the current and growing recreational needs in this area.

Consultations

Chief Administrative Officer and People & Culture
Community & Recreation Services

Financial Implications

The MRC Property is expected to be transferred for the nominal amount of \$1. Throughout the term of the proposed Municipal Facilities Agreement and any renewals thereof the MRC property will be operated by the MRC Corporation after which responsibility for the operations thereof will revert to the Town.

In anticipation of a potential transfer, Council has already approved the following items as anticipated capital improvements associated with the Maidstone Recreation Centre for inclusion in the Municipal Buildings Capital Projects (CRS-2-22-19):

2023 – Outdoor Washrooms \$500,000
2024 – Parking Lot and Pickleball Facility - \$1,300,000
2025 – Building Renovations \$200,000

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

Reviewed by:

Beth Gignac, BA Hons
Director Community & Recreation Services

Reviewed by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative 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: March 14, 2023

Report Number: PWES-2023-19

Subject: Adoption of Municipal Drain By-Laws
10th Concession Drain and the Burke Drain

Recommendations

It is recommended:

That Report PWES-2023-19 titled “Adoption of Municipal Drain By-Laws, 10th Concession Drain and the Burke Drain”, **be received**;

And that By-law 2023-034 being a By-law to adopt the Engineer’s Drainage Report for the 10th Concession Drain (prepared by Dillon Consulting Ltd. and dated March 16, 2015) for the completion of drain improvement and collection of drainage assessments, as approved by the City of Windsor By-law 42-2015, **be given** first, second, third and final reading;

And further that By-law 2023-035 being a By-law to adopt the Engineer’s Drainage Report for the Burke Drain (prepared by Dillon Consulting Ltd. and N.J. Peralta Engineering Ltd. and dated June 6, 2018) for the completion of drain improvement and collection of drainage assessments, as approved by the Town of LaSalle By-law 8183, **be given** first, second, third and final reading.

Background

Municipalities can work together to repair and improve a municipal drain that crosses a municipal boundary. Often, these types of drainage projects are initiated by a single municipality but have affects on their municipal neighbours that are both procedural and assessment related. The initiating municipality is obligated to follow all legislated processes in accordance with the *Drainage Act* (the Act), including inviting the affected municipalities and

landowners to participate throughout the process. Neighbouring municipalities affected by the work or that are subject to assessments to pay for the costs of the drainage improvements, also have obligations when these type of drainage projects take place. This includes providing notification to their residents of site meetings, public meetings, appointing a member of Council to sit on the Court of Revision, and the levying of assessments within their respective municipality in accordance with the schedule of assessment provided in the engineering report.

10th Concession Drain – City of Windsor By-law 42-2015

The City of Windsor appointed the engineering firm Dillon Consulting Ltd. to prepare a report for the improvements to the 10th Concession Drain under Section 78 of the Act on November 18, 2013. The Drain starts at the upstream end located within the City of Windsor and proceeds downstream to its outlet into the Sullivan Creek within the Town of Tecumseh. As part of this drain improvement project, the following events took place:

- An on-site meeting was held on February 20, 2014, and a second on-site meeting on May 15, 2014, with landowners and administration from both Windsor and Tecumseh in attendance;
- A Public Information Centre (PIC) was held on March 5, 2015, with Windsor and Tecumseh landowners;
- Dillon Consulting Ltd. submitted the Drainage Report dated March 16, 2015, to the City of Windsor's Clerk's office. This report was circulated to all affected landowners from Windsor and Tecumseh. The City of Windsor held the Meeting to Consider on April 7, 2015, and the Court of Revision on June 4, 2015. Tecumseh was represented at the Court of Revision by a member of Tecumseh Council;
- Third and final reading of City of Windsor By-law 42-2015 for the improvements to the 10th Concession Drain was given on July 6, 2015;
- D'Amore Construction Ltd. was awarded the tender on June 23, 2015, and construction was substantially completed in the Fall 2015. Assessments to Tecumseh lands were subsequently collected by the Town of Tecumseh, pro-rated in accordance with the Schedule of Assessment provided in the engineering report, in 2017.

Burke Drain – Town of LaSalle By-law 8183

On January 22, 2013, the Town of LaSalle appointed the engineering firms Dillon Consulting Ltd. and N.J. Peralta Engineering Ltd. to prepare a report under Section 78 of the Act for the preparation of all necessary drainage reports for all drains serving as an outlet for the Rt. Hon. Herb Gray Parkway, one of which being the Burke Drain. The Burke Drain is located almost entirely within the Town of Tecumseh except for the outlet which crosses Howard Avenue into the Howard Avenue Drain within the Town of LaSalle. As part of this drain improvement project, the following events took place:

- An on-site meeting was held on July 3, 2013, with landowners and administration from both LaSalle and Tecumseh in attendance;
- Dillon Consulting Ltd. and N.J. Peralta Engineering Ltd. submitted the Drainage Report dated June 6, 2018, to the Town of LaSalle's Clerk's office. This report was circulated to all affected landowners from LaSalle and Tecumseh. The Town of LaSalle held the Meeting to Consider on June 26, 2018, and the Court of Revision on August 14, 2018. Tecumseh was represented at the Court of Revision by a member of Tecumseh Council;
- Third and final reading of Town of LaSalle By-law 8183 for the improvements to the Burke Drain was given on September 11, 2018;
- The work has not been tendered out yet.

Comments

Through discussions with the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), it was recommended that Tecumseh Council needs to adopt the Engineering Drainage Reports for municipal drainage projects that are undertaken by a neighbouring municipality but that physically exist within the Town of Tecumseh. This is required to ensure that the Town will have the authority to undertake future maintenance works and issue assessments pursuant to the schedules of assessment provided within the engineering reports, on those segments of drains that are located within the Town of Tecumseh.

Consultations

City of Windsor
Town of LaSalle

Financial Implications

There are no financial implications associated with this report.

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:

Alessia Mussio, E.I.T.
Drainage Superintendent

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
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: March 14, 2023

Report Number: PWES-2023-23

Subject: Food, Organics and Biosolids Waste Management Update & Regional Waste Management Proposal

Recommendations

It is recommended:

That Public Works & Engineering Services Report PWES-2023-23 titled “Food, Organics and Biosolids Waste Management Update & Regional Waste Management Proposal”, **be received**;

And that Council endorse the concept of a regional approach to waste management and **direct** Administration to report back at a future Council meeting with additional information on a regional waste management program, including the County’s by-law and the logistics of uploading the waste management service.

Executive Summary

Decomposition of organic materials in landfills, such as food, yard waste and paper, produce methane, a greenhouse gas with significant global warming potential. According to [Canada’s Greenhouse Gas Inventory](#), in 2020, emissions from Canadian landfills accounted for 24% of national methane emissions.

Diverting organic waste away from landfills and processing it at composting or anaerobic digestion facilities avoids the generation of landfill methane and extends the lifespan of the landfill.

The [Resource Recovery and Circular Economy Act, 2016](#), identifies the provincial interest in having a system of waste reduction and resource recovery in Ontario and allows the Minister of the Environment, Conservation and Parks to issue Policy Statements to further the provincial interest.

In 2018, the Province issued a [Food and Organic Waste Policy Statement](#) that provides direction to provincial ministries, municipalities, industrial, commercial and institutional establishments, and the waste management sector to increase waste reduction and resource recovery of food and organic waste.

Background

The Food and Organic Waste Policy Statement (Policy Statement) gives direction to prevent and reduce food and organic waste at each stage of the food supply chain, including the production, distribution, consumption and recovery of food and organic waste. The Policy Statement sets sector-specific waste reduction and resource recovery targets, based on population and population density figures:

- Municipalities with a population greater than 50,000 and a population density greater than or equal to 300 persons per square kilometer (i.e., the City of Windsor) are required to provide curbside collection of food and organic waste to single-family dwellings in an urban settlement area and to achieve a target rate of reduction of 70% by 2025.
- Municipalities with a population greater than 20,000 but equal to or less than 50,000 and a population density greater than or equal to 100 persons per square kilometer (i.e., the Town of Tecumseh) are required to provide collection of food and organic waste to single-family dwellings in an urban settlement area and to achieve a target rate of reduction of 50% by 2025.

Based on guidelines of the Policy Statement, the City of Windsor will be required to provide curbside collection, while the Towns of Amherstburg, LaSalle, Leamington and Tecumseh are to determine whether to provide curbside collection or if public drop off depots will be established in key locations.

In October 2020, the Essex Windsor Solid Waste Authority (EWSWA) Board approved the development and implementation of a Regional Food and Organics Waste Management Plan.

A Food and Organic Waste Oversight Committee was formed as well as a Technical Working Group, each comprised of representatives from the EWSWA, the City of Windsor and the County of Essex. Representatives from the seven County municipalities participate in meetings of the Oversight Committee to observe provide information, pose questions and act as resources to the process. The representatives

from the Town of Tecumseh are the Manager Public Works & Transportation, Kirby McArdle, and the Director Public Works & Engineering Services, Phil Bartnik.

In November 2020, the City of Windsor retained the consulting firm GHD Limited undertake Phase 1 of the project which includes consulting and project direction.

At the February 9, 2021 Regular Council Meeting, Public Works & Engineering Services [Report PWES-2021-06](#) titled “Food and Organic Waste Management Plan, Essex Windsor Solid Waste Authority” provided an update to Council on the progress of the Food and Organic Waste Management Plan for Essex-Windsor municipalities.

In April 2021, GHD Limited completed their analysis and recommendations, which is detailed in their report titled “[Organics and Biosolids Waste Management and Processing Project Phase 1 – Consulting and Project Direction Analysis and Recommendations](#).”

A follow-up presentation titled “[Regional Food, Organic and Biosolids Waste Processing](#)” from Michelle Bishop, General Manager (GM) of EWSWA was presented to Council at the November 23, 2021 Regular Meeting of Council that summarized the steps taken by the Oversight Committee and Working Group, including a review of the findings by GHD Limited and possible industry solutions for considerations.

Town of Tecumseh Council at its Regular Council Meeting held February 22, 2022 approved Tecumseh’s participation in the EWSWA led regional organics program as recommended under [Report PWES-2022-10](#) titled “Regional Food and Organics and Biosolids Waste Management Project” (Motion: RCM-61/22).

March 14, 2023 Regular Council Meeting Presentation

Since the onset of discussions regarding a regional organics program, the regional Chief Administrative Officers have expanded the conversation to include a regional approach to waste management. Representatives from EWSWA and the County of Essex will be in attendance at the March 14, 2023 Regular Council Meeting to make a presentation that summarizes the Regional Waste Management Proposal. The presentation includes an overview of the proposal and the progress to date including next steps and is appended to this report as Attachment 1.

Comments

Food, Organics and Biosolids Waste Management Update

The regional organics program has progressed since 2022 with several key highlights, as summarized below:

- In August 2022, the Request for Proposals (RFP) for the “Provision of Processing Source Separated Organic Waste” was awarded to **Seacliff Energy Corp.** for a five-year term commencing in spring 2025 with the option to renew the contract for three additional one-year extensions.
- From September to November 2022, the development and issuance of the RFP for a “Review of Existing Municipal Waste Collection Logistics and Transfer Sites and Development of a Strategic Plan as it relates to the Commencement of an Organic Waste Collection Program and Regional Solid Waste Collection Program” was completed. The successful proponent, **EXP Services Inc.**, was retained.
- EXP Services Inc. collected data from and conducted site visits at ESWSA, City of Windsor and County municipalities from November 2022 to February 2023.
- The draft Organics Strategic Plan report was received from EXP Services Inc. with the final report anticipated to be submitted by end of February 2023.

The final Organics Strategic Plan will be shared with area municipalities once received from EXP Services Inc.

Regional Waste Management Proposal

The Essex-Windsor Solid Waste Authority is a joint board of management created by the Corporation of the County of Essex and the Corporation of the City of Windsor pursuant to a 1994 agreement to establish, operate and manage the regional landfill, recycling, and waste diversion programs. With the exception of waste collection, all other waste programs are already managed on a regional basis, under By-law No. 2847, which includes:

- Regional landfill management;
- Regional leaf and yard waste composting;
- Regional appliance (white goods) pickup;
- Regional recycling collection and processing;
- Regional depots and disposing of waste, recyclables, electronics, chemicals.

At the June 15, 2022 County Council Meeting, the members unanimously resolved the following:

That Essex County Council direct Administration to work with the Essex-Windsor Solid Waste Authority to prepare a report on potential cost savings to be realized by transferring the jurisdiction of garbage collection from local municipalities to the County and ultimately EWSWA, to manage garbage collection services for the County municipalities.

That Essex County Council direct Administration to conduct consultations and seek formal concurrence from each local municipality, in accordance with Section 189(2) of the *Municipal Act*, 2021, to transfer the jurisdiction of garbage collection, and examine the individual potential impacts of recovering fees for all waste and/or organic collection and disposal from a user fee pay system to a tax levy billing system.

An update to By-law No. 2847 would be required should the local municipalities decide that the County assume responsibility for waste collection. The precise process for uploading a service such as the collection and delivery of waste from the local municipalities to the County is outlined in Section 189 and 190 of the *Municipal Act* (see Attachment 2).

Next Steps at the Regional Level

If the consensus among the local municipalities is that **the County of Essex should take over waste collection and operate it as a regional program**, the following would be required:

- 1) The County would have to pass a By-law that is eventually supported by (a) a majority of the local municipalities and (b) those local municipalities that pass a resolution in support would have to comprise a majority of all electors in the County;
- 2) If the County chose to contract with EWSWA to handle waste collection, an amendment to the EWSWA Agreement to permit this would be required;
- 3) Direction would have to be given to EWSWA to stop invoicing the local municipalities and invoice the County instead;
- 4) EWSWA would need to revise its operational plan and obtain City of Windsor and County of Essex approval for same.

If the consensus among the local municipalities is that **the County of Essex should NOT take over waste collection and operate it as a regional program**, the following would be required:

- 1) Based on direction from County Council, the County would still need to pursue a regional approach to organics collection, and would need input from the local municipalities about the issues with having charges for a regional organics program added to the general levy;
- 2) Direction would have to be given to EWSWA to invoice the County and not to invoice the local municipalities for the regional organics program;

- 3) EWSWA would still need to revise its operational plan and obtain City of Windsor and County of Essex approval for same.

There are anticipated advantages to regionalizing waste collection, which include:

- Economies of Scale
- Streamlining service delivery and improving administration efficiencies
- Standardization of service levels
- Incentivizing green household practices.

Next Steps for the Town of Tecumseh

Tecumseh Administration recognizes the benefits for a regional waste management approach and working collectively with our municipal partners. Additional discussions between the Town, EWSWA and the County of Essex are warranted to obtain details on the implementation plan and to identify potential opportunities and impacts to the Town.

Tecumseh Administration will report back at a future Council meeting with additional details and a recommendation for Council's consideration on a regional waste management program once the County's by-law has been passed regarding uploading the waste management service. At this time, Administration recommends Council endorse the concept of a regional waste management service.

Consultations

Chief Administrative Officer
Legislative Services & Clerk
Essex Windsor Solid Waste Authority
The Corporation of the County of Essex

Financial Implications

There are no financial implications arising from this report.

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 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:

Cheryl Curran, BES
Project Technician

Reviewed by:

Kirby McArdle, P.Eng.
Manager Public Works & Transportation

Reviewed by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Town of Tecumseh Regional Waste Discussion - Presentation
2	Section 189 and 190 of the Municipal Act



TOWN OF TECUMSEH REGIONAL WASTE DISCUSSION

March 14, 2023



Essex-Windsor Solid Waste Authority

- ▶ The Essex-Windsor Solid Waste Authority is a Joint Board of Management created by the Corporation of the County of Essex and the Corporation of the City of Windsor pursuant to a 1994 agreement, to establish, operate and manage the Regional Landfill, recycling and waste diversion programs
- ▶ With the exception of waste collection, all other waste programs are already managed on a regional basis, including:
 - ▶ Regional promotion & education programs (Recycle Coach app, collection calendars, etc.);
 - ▶ Regional landfill management;
 - ▶ Regional leaf and yard waste composting;
 - ▶ Regional appliance (aka White Goods) pickup;
 - ▶ Regional recycling collection and processing; and
 - ▶ Regional depots for disposing of waste, recyclables, electronics, chemicals, etc.

County of Essex - By-law No. 2847

- ▶ The regional programs outlined on the previous slide were taken over by the County, or implemented by the County on a regional basis, following the lower tier municipalities that existed in 1990 uploading waste matters to the County.
- ▶ On September 19, 1990, pursuant to the provisions of Section 209 of the *Municipal Act*, R.S.O. 1980, c. 303, the County assumed by adoption of By-law No. 2847 all waste management powers of its lower tier municipalities except for “sewage sludge”, the “collection of waste” and the delivery of waste.
- ▶ The exceptions carved out of By-law No. 2847 is the historic reason for the lower tiers continuing to treat their own sewage waste and manage their own garbage collection, while the County handles every other waste matter on a regional basis.

Essex-Windsor Solid Waste Authority

- The 1994 agreement includes the following as it relates to waste collection:

Section 5 (q) - Powers and Obligation of the Authority

- (i) It is understood and agreed that, until otherwise determined by the parties hereto, waste collection and recycling collection within the City of Windsor, as well as operations at the City of Windsor Waste Transfer Station, will remain the responsibility of the City of Windsor.*
- (ii) It is understood and agreed that, until otherwise determined by the parties hereto, waste collection in the County of Essex will remain the responsibility of the individual local municipalities.*
- (iii) Despite paragraphs (i) and (ii) above, the Authority may enter into agreements with either the City or the County respecting the purchase of a waste management service, subject to such terms and conditions as may be agreed upon.*

County of Essex

- ▶ At the March 16, 2022 meeting, Essex County Council resolved the following:

That County Council advise the EWSWA prior to March 31, 2022, that all Essex County municipalities will participate in a regional solution for the collection and processing of organic waste material from urban settlement areas, at a minimum, as part of the short-term processing contract commencing January 1, 2025 or immediately upon the expiration of a municipality's existing waste collection contract, whichever is later.

County of Essex

- Further at the June 15, 2022 meeting, Essex County Council unanimously resolved the following:

That Essex County Council direct Administration to work with the Essex-Windsor Solid Waste Authority (EWSWA) to prepare a report on potential cost savings to be realized by transferring the jurisdiction of garbage collection from local municipalities to the County and ultimately to EWSWA, to manage garbage collection services for the County municipalities.

That Essex County Council direct Administration to conduct consultations and seek formal concurrence from each local municipality, in accordance with Section 189(2) of the Municipal Act, 2001, to transfer the jurisdiction of garbage collection, and examine the individual potential impacts of recovering fees for all waste and/or organic collection and disposal from a user fee pay system to a tax levy billing system.

Regional Waste - Financial

- ▶ Waste collection contracts are currently negotiated and held at the local level
- ▶ Terms/prices vary and range from expirations in 2022 through to 2027 and at values from \$650,000 to \$1,7Million
- ▶ Recent tendering results indicate significant contract increases
- ▶ Anticipated advantages to regionalizing:
 - ▶ Economies of scale
 - ▶ Streamlining service delivery and improving administration efficiencies
 - ▶ Standardization of service levels
 - ▶ Incentivizing green household practices

Logistical Considerations

- ▶ Economies of Scale
 - ▶ Goal to align all contracts to a unified term
 - ▶ Can existing contracts be transferred to EWSWA?
 - ▶ Can existing contracts be exited? If so, at what cost/penalty?
- ▶ Streamlining Service Delivery and Improving Administration Efficiencies
 - ▶ Customer service response moved to EWSWA (communication/education of public)
 - ▶ Contract negotiation for region rather than 7 times over
 - ▶ Administrative capacity regained at local level

Logistical Considerations Cont'd

- ▶ Standardizing service levels
 - ▶ Frequency of collection (weekly, bi-weekly)
 - ▶ Quantity of collection (bag tags, no limits)
 - ▶ Timing of collection (4am, 6am, 7am...)
 - ▶ Additional services (yard waste, Christmas Tree programs, bulk items)
- ▶ Incentivizing greener household practices
 - ▶ Frequency of collection linked to organics
 - ▶ Leveraging EWSWA education/promotion resources
 - ▶ Tracking service statistics to drive engagement and program improvement

County of Essex – Legal Framework

- ▶ Should the lower tier municipalities decide that they wish for the County to assume responsibility for garbage collection, By-law No. 2847 would have to be repealed and replaced with a new By-law that no longer makes an exception for the collection and delivery of waste.
- ▶ The lower tier municipalities would have to largely be supportive of the measure as well. However, not all lower tier municipalities would have to be supportive in order for the collection and delivery of waste to be uploaded.
- ▶ The precise process for uploading a service such as the collection and delivery of waste from the lower tiers to the County is outlined in Section 189 and 190 of the *Municipal Act, 2001*.

County of Essex – Legal Framework

- Sections 189 and 190 of the *Municipal Act, 2001*, provides as follows:

Transfer of power to upper-tier

189(1) An upper-tier municipality may pass a by-law to provide for,

- (a) the transfer of all or part of a lower-tier power to the upper tier municipality from one or more of its lower tier municipalities which are specified in the by-law; and
- (b) transitional matters to facilitate the assumption of the lower-tier power.

County of Essex – Legal Framework

Conditions

189(2) A by-law under subsection 1 shall not come into force unless,

- (a) a majority of all votes on the council of the upper tier municipality are cast in its favour;
- (b) a majority of the councils of all the lower-tier municipalities forming part of the upper tier municipality for municipal purposes have passed resolutions giving their consent to the by-law; and
- (c) the total number of electors in the lower-tier municipalities that have passed resolutions under clause (b) form a majority of all the electors in the upper-tier municipality.

County of Essex – Legal Framework

No repeal

189(3) A provision of a by-law passed under clause (1)(a) shall not be repealed in whole or in part after it comes into force.

Exception

189(4) Despite subsection (3), if a by-law of an upper-tier municipality passed under subsection (1) is in force, the by-law shall be deemed to be repealed to the extent it conflicts with a by-law of a lower-tier municipality passed under section 191 which comes into force at a later date.

County of Essex – Legal Framework

Effect of by-law

190(1) When a by-law passed under Section 189 comes into force,

- (a) the upper-tier municipality may exercise the transferred lower-tier power of the lower-tier municipalities specified in the by-law;
- (b) a lower-tier municipality specified in the by-law and its local boards are bound by the by-law and no longer have power to exercise the transferred lower-tier power;

County of Essex – Legal Framework

- (c) an existing by-law or resolution of a lower-tier municipality and its local boards that relate to the transferred lower-tier power shall, to the extent it applies in any part of the lower-tier municipality, be deemed to be a by-law or resolution of the upper-tier municipality; and
- (d) the existing by-law or resolution referred to in clause (c) shall remain in force in that part of the lower-tier municipality until the earlier of two years after the transfer by-law comes into force and the day the existing by-law or resolution is repealed by the upper-tier municipality.

County of Essex – Next Steps

If the consensus among the lower tier municipalities is that the County should take over garbage collection and operate it as a regional program, the following is required:

- (1) The County would have to pass a By-law that is (a) eventually supported by (a) a majority of the lower-tier municipalities and (b) those lower tier municipalities that pass a resolution in support would have to comprise a majority of all electors in the County;
- (2) If the County chooses to contract with EWSWA to handle the garbage collection, an amendment to the EWSWA Agreement to permit this would likely be required;
- (3) Direction would have to be given to EWSWA to stop invoicing the lower tier municipalities and invoice the County instead; and
- (4) EWSWA would need to revise its operational plan and obtain City and County approval for same.

County of Essex – Next Steps

If the consensus among the lower tier municipalities is that the County should **NOT** take over garbage collection and operate it as a regional program, the following is required:

- (1) Based on direction from County Council, the County would still need to pursue a regional approach to organics collection, and would need input from the lower-tier municipalities about the issues with having charges for a regional organics program added to the general levy;
- (2) Direction would have to be given to EWSWA to invoice the County and not to invoice the lower tier municipalities for this regional program; and
- (3) EWSWA would still need to revise its operational plan and obtain City and County approval for same.

Funding Model Options

User Fee Based

- ▶ Links usage of service to cost to provide service
- ▶ Supports environmentally friendly household practices (similar to water billing model/conservation)
- ▶ User fee supported services are charged only to those who have access to the service

General Levy Based

- ▶ Links Current Value Assessment (CVA) to cost to provide service
- ▶ Higher the CVA the higher the proportion of costs paid for regional service
- ▶ General levy supported services should be accessible to all equally

Next Steps

- ▶ Presentation to County Council (new term of council).
- ▶ Circulation of a draft County By-law for lower tier municipalities to provide comments on.
- ▶ Identification of additional information required from EWSWA and/or County.
- ▶ Individual meetings with each local if requested.
- ▶ Timing of administrative reports to local councils.

Questions?

Thank You

Sandra Zwiers – County of Essex – Director of Finance/Treasurer

David Sundin – County of Essex - Solicitor

Michelle Bishop – EWSWA – General Manager

Excerpt from the Municipal Act, 2001, S.O. 2001, c.25

Transfer of power to upper-tier

- 189 (1) An upper-tier municipality may pass a by-law to provide for,
- (a) the transfer of all or part of a lower-tier power to the upper-tier municipality from one or more of its lower-tier municipalities which are specified in the by-law; and
 - (b) transitional matters to facilitate the assumption of the lower-tier power. 2001, c. 25, s. 189 (1).

Conditions

- (2) A by-law under subsection (1) shall not come into force unless,
- (a) a majority of all votes on the council of the upper-tier municipality are cast in its favour;
 - (b) a majority of the councils of all the lower-tier municipalities forming part of the upper-tier municipality for municipal purposes have passed resolutions giving their consent to the by-law; and
 - (c) the total number of electors in the lower-tier municipalities that have passed resolutions under clause (b) form a majority of all the electors in the upper-tier municipality. 2001, c. 25, s. 189 (2).

No repeal

- (3) A provision of a by-law passed under clause (1) (a) shall not be repealed in whole or in part after it comes into force. 2001, c. 25, s. 189 (3).

Exception

- (4) Despite subsection (3), if a by-law of an upper-tier municipality passed under subsection (1) is in force, the by-law shall be deemed to be repealed to the extent it conflicts with a by-law of a lower-tier municipality passed under section 191 which comes into force at a later date. 2001, c. 25, s. 189 (4).

Effect of by-law

- 190 (1) When a by-law passed under section 189 comes into force,
- (a) the upper-tier municipality may exercise the transferred lower-tier power of the lower-tier municipalities specified in the by-law;

- (b) a lower-tier municipality specified in the by-law and its local boards are bound by the by-law and no longer have the power to exercise the transferred lower-tier power;
- (c) an existing by-law or resolution of a lower-tier municipality and its local boards that relate to the transferred lower-tier power shall, to the extent it applies in any part of the lower-tier municipality, be deemed to be a by-law or resolution of the upper-tier municipality; and
- (d) the existing by-law or resolution referred to in clause (c) shall remain in force in that part of the lower-tier municipality until the earlier of two years after the transfer by-law comes into force and the day the existing by-law or resolution is repealed by the upper-tier municipality. 2001, c. 25, s. 190 (1).

Continuation of matters

- (2) When a lower-tier power is transferred to an upper-tier municipality under section 189, the upper-tier municipality may continue anything that the lower-tier municipality began under the transferred lower-tier power before the transfer but did not complete. 2001, c. 25, s. 190 (2).



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: March 14, 2023

Report Number: PWES-2023-24

Subject: Active Transportation Fund - Multi-Use Recreational Trails
Lesperance Road and Little River Boulevard and the
Rehabilitation of Lesperance Road

Recommendations

It is recommended:

That PWES-2023-24 Active Transportation Fund – Multi-Use Recreational Trails: Lesperance Road and Little River Boulevard and the Rehabilitation of Lesperance Road, **be received**;

And that Administration be **authorized to proceed** with the project and prepare a by-law to authorize the Mayor and Clerk to sign a Transfer Payment Agreement between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”) and The Corporation of the Town of Tecumseh (“Town”), in a form satisfactory to the Town’s Solicitor, financial content satisfactory to the Town’s Chief Financial Officer and technical content satisfactory to the Town’s Engineer, for the grant received from the Active Transportation Fund 2022 Intake for the Multi-Use Recreational Trails: Lesperance Road and Little River Boulevard Project.

Background

The Active Transportation Fund (ATF) is a national, merit-based contribution program intended to support projects that improve active transportation infrastructure across

Canada. The multi-year program has a capital stream that funds up to 60% of eligible costs, with no cap. Projects funded under this program must be completed by March 31, 2026.

At the March 8, 2022 Regular Meeting of Council, Council authorized Administration, under report [PWES-2022-11](#), to submit an application for funding under the ATF for a future commitment to install a multi-use recreational trail on the west side of Lesperance Road (from Riverside Drive to First Street) and on the north side of Little River Boulevard (from Lesperance Road to Gauthier Street) (Motion: RCM-84/22). The Project Location Map is provided in Attachment 1.

As part of the 2023-2027 PWES Capital Works Plan, Council approved the allocation of project funds for both the multi-use recreational trails and the road rehabilitation works from the Road Lifecycle Reserve and the Infrastructure Reserve as detailed in [PWES Report 2023-01](#) titled “2023-2027 Public Works & Engineering Services Five-year Capital Works Plan” (Motion: SCM-04/23).

Comments

Multi-Use Recreational Trails: Lesperance Road and Little River Boulevard Project

A Transfer Payment Agreement must be executed between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and The Corporation of the Town of Tecumseh respecting the grant allocation through the ATF 2022 Intake.

The Town received a copy of the draft agreement for review by Administration and the Town's Solicitor. The agreement will be finalized following evidence that Tecumseh Town Council has approved proceeding with the project and entering into a funding agreement. The Town must also provide evidence that all project funding other than the federal contribution has been secured (via Council Resolutions).

With Council's authorization to proceed, Administration will bring the final agreement to Council for approval and execution by means of a future by-law.

With the approval in principle, eligible costs as determined under the terms and conditions of the ATF will be eligible for federal reimbursement subject to the timely execution of the agreement. Once signed, the agreement represents the final federal approval of the Project.

Lesperance Road Rehabilitation (McNorton Street to First Street)

The 2019 Roads Needs Study identified Lesperance Road from McNorton Street to First Street as needing improvements within a six-to-ten-year time period. There is an opportunity for efficiencies to include the rehabilitation: milling and paving; catch basin and manhole repairs; and new pavement markings for the continuation of the on-street bike lanes, as part of the Multi-Use Recreational Trail project. The anticipated construction timing of 2025 meets the requirement of the ATF program as well as the timing within the 2019 Roads Needs Study for improvements to Lesperance Road.

Consultations

Financial Services
Town Solicitor

Financial Implications

As part of the 2023-2027 PWES Capital Works Plan, Council has already approved the allocation of project funds for both the road rehabilitation work and the multi-use recreational trails from the Road Lifecycle Reserve and the Infrastructure Reserve as detailed in [PWES Report 2023-01](#). The total project cost is as follows:

Item	Amount
Total project costs	\$4,700,000
Total Lesperance Road Rehabilitation	\$340,000
Total Multi-Use Trail costs	\$4,360,000
Federal Funding (60%)	\$2,616,000
Amount to be funded by the Town	\$2,084,000
• Road Lifecycle Reserve	\$340,000
• Infrastructure Reserve	\$1,744,000

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:

Cheryl Curran, BES
Project Technician

Reviewed by:

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

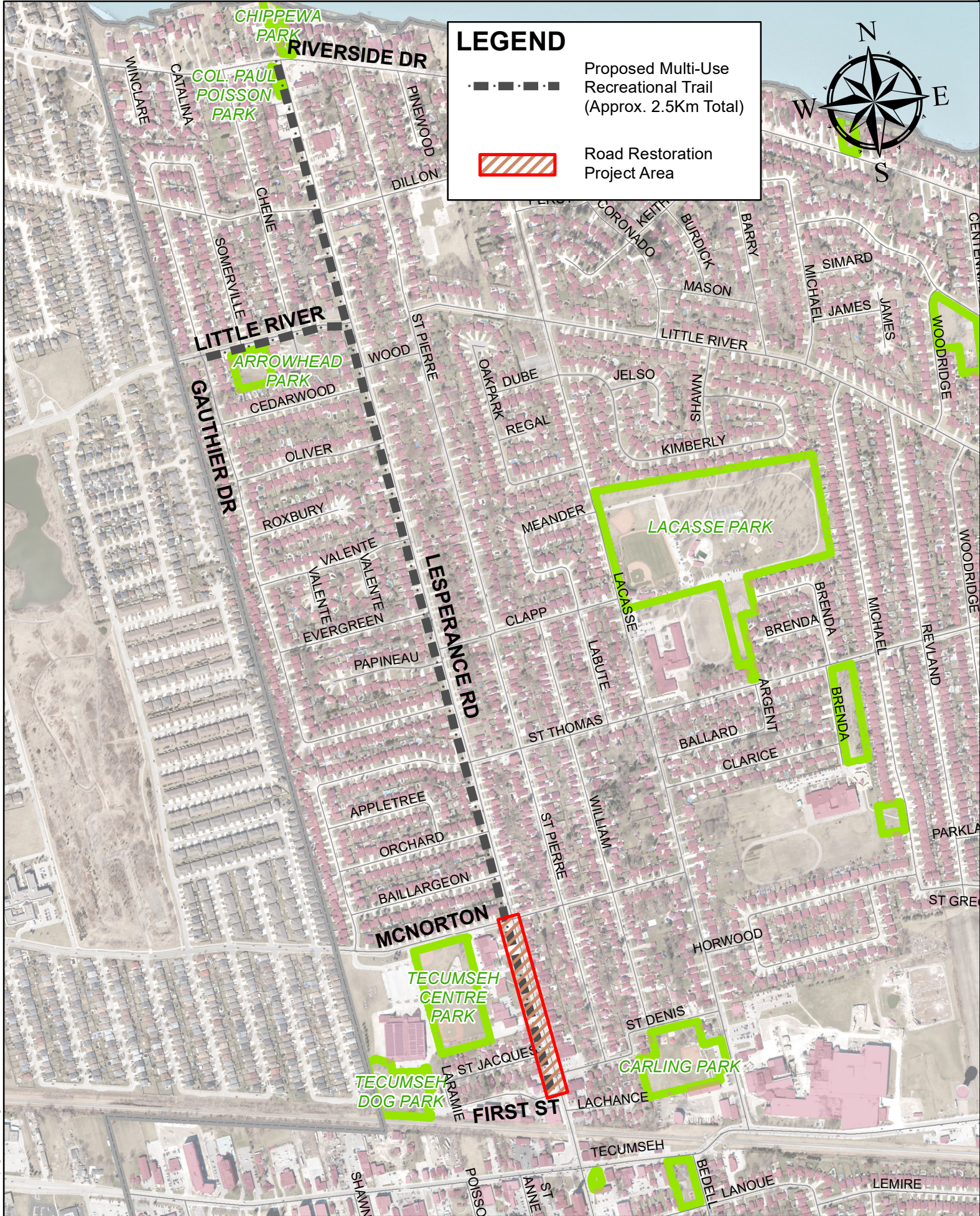
Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Project Location Map



LEGEND

Proposed Multi-Use
Recreational Trail
(Approx. 2.5Km Total)

Road Restoration
Project Area





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: March 14, 2023

Report Number: PWES-2023-25

Subject: Snake Lane Culvert Replacements (Culvert No. 42, 53 & 54) – Tender Award

Recommendations

It is recommended:

That the tender for the Snake Lane Culvert Replacements (Culvert No. 42, 53 & 54) in the amount of \$1,178,330 excluding HST **be awarded** to South Shore Contracting of Essex County Inc.;

And that By-law 2023-032 be given 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 South Shore Contracting of Essex County Inc.;

And further that project funding allocations, reflecting a total budget requirement of \$1,520,995 with a \$483,245 decrease, **be accommodated** as follows:

- Bridges Lifecycle Reserve – decrease from \$2,004,240 to \$1,520,995

Background

At the January 26, 2023 Regular Meeting of Council, Council approved the recommendations (Motion SCM-04/23) of PWES Report No. 2023-01 titled "2023-2027 Public Works & Environmental Services Five Year Capital Works Plan" that authorized Administration to proceed with the 2023 capital works projects, including the Snake Lane Culvert Replacements (Culvert No. 42, 53 & 54).

This project consists of the replacement of three rigid frame concrete bridges, each of which provide crossing over municipal drains along Snake Lane (see Attachment 1). The works generally include the complete removal of the existing bridge structures and retaining walls, construction of new precast concrete box culverts and headwalls, utility relocation, embankment stabilization, erosion protection and asphalt replacement. The Town received ERCA approvals for this project on January 30, 2023.

Comments

A Tender call was advertised on the Town's website along with being posted on the Town's bids and tenders account on January 27, 2023. Ten (10) tender submissions were received on February 16, 2023, and were virtually opened in the presence of Administration and the Director Financial Services & Chief Financial Officer.

Dillon Consulting Limited (Dillon) has reviewed the tenders and provided summary report (see Attachment 2). The tender results are summarized as follows:

Tenderer	Total Tender Price (excluding HST)
South Shore Contracting of Essex County Inc.	\$1,178,330
Sterling Ridge Infrastructure Inc	\$1,233,529
Rudak Excavating Inc.	\$1,458,700
Matassa Incorporated	\$1,476,830
Nevan Construction Inc.	\$1,477,000
Sherway Contracting (Windsor) Limited	\$1,615,380
SheaRock Construction Group Inc.	\$1,687,000
Enscon Ltd.	\$1,730,175
J.C.S. Construction Inc.	\$2,367,236
Neptune Security Services Inc.	\$2,743,190

As part of their review, Dillon checked each of the submissions for mathematical errors or bid irregularities and discovered none.

All Tenderers submitted the required Bid Bond and acknowledged receipt of Addendum No.1.

Based on their low tender submission and subsequent discussions, Administration, in consultation with Dillon, recommends that Council award the tender for the Snake Lane Culvert Replacements (Culvert No. 42, 53 & 54) in the amount of \$1,178,330 excluding HST to South Shore Contracting of Essex County Inc. and that the Mayor and Clerk be

authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with South Shore Contracting of Essex County Inc.

Consultations

Financial Services
Dillon Consulting Limited

Financial Implications

PWES Report No. 2023-01 provided an estimated project cost of \$2,004,240 for the Snake Lane Culvert Replacements (Culvert No. 42, 53 & 54), with funding being approved from the Bridge Lifecycle Reserve. The tendered/projected costs are summarized below:

Cost Item	Amount
Construction (tender)*	\$1,178,330
Engineering	\$214,000
ERCA Application Fee	\$2,400
Utility Modifications	\$50,000
Budgetary Contingency	\$50,000
Sub-total	\$1,494,730
Non-rebateable HST (1.76%)	\$26,265
Total	\$1,520,995

*The tender price includes a \$15,000 allowance to account for Geotechnical Quality Assurance throughout construction

The total tendered/projected cost is under the \$2,004,240 budget by \$483,245.

The Town submitted the Snake Lane Culvert Replacements as a potential candidate for use of the Canada Community-Building Fund (CCBF – formerly Federal Gas Tax) funding in December of 2022. Recently, the Town received approval from the Association of Municipalities of Ontario (AMO) to use the CCBF to fund this project. Further, the Town has accumulated CCBF funds from a previous application that was originally earmarked for the Manning Road Phase III project. Given that the timing of the Manning Road Phase III project has been postponed, and in consideration that the CCBF funds must be used within five years of receipt, Administration recommends using the accumulated CCBF to fund a portion of the Snake Lane Culvert Replacements, with the remaining project costs funded through the Bridges Lifecycle Reserve. The net impact to the Bridge Lifecycle Reserve is as follows:

Lifecycle / Reserve Fund	Project Costs	CCBF Funds	Net Impact to Reserve Fund
Bridge Lifecycle Reserve	\$1,520,995	\$1,200,000	\$320,995

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:

Shane McVitty, P.Eng.
Development Engineer

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

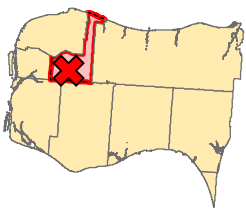
Phil Bartnik, P.Eng.
Director Public Works & Engineering Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Location Map Snake Lane Culverts
2	Summary of Tender Results and Recommendation Letter

ATTACHMENT



Report No. PWES2023-25
CULVERT LOCATIONS
#42, #53, #54
SNAKE LANE



March, 2023
Tecumseh G.I.S

February 23, 2023

SENT VIA EMAIL

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

Attention: Shane McVitty, P.Eng.
Development Engineer

***Snake Lane Road Culvert Replacements,
Summary of Tender Results***

Ten (10) tenders were received for this project through Bids and Tenders on February 16, 2023. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
South Shore Contracting of Essex County Inc.	\$1,178,330.00
Sterling Ridge Infrastructure Inc.	\$1,233,529.00
Rudak Excavating Inc.	\$1,458,700.00
Matassa Incorporated	\$1,476,830.00
Nevan Construction Inc.	\$1,477,000.00
Sherway Contracting (Windsor) Limited	\$1,615,380.00
SheaRock Construction Group Inc.	\$1,687,000.00
Enscon Ltd.	\$1,730,175.00
J.C.S. Construction Inc.	\$2,367,236.00
Neptune Security Services Inc.	\$2,743,190.00

Based on our review of the tender submissions, no mathematical errors were made and there were no irregularities identified in the tenders received for this work.

All Tenderers submitted the required digital Bid Bond, which was equal to approximately 10% of the tender value. Two questions were raised during the tender and were addressed in Addenda 1.

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



We have confirmed with Jeff Malott of South Shore Contracting of Essex County Inc. that Southshore is prepared to proceed with this project in accordance with the Contract Documents, their tender submission, and the Total Tender Price.

Based on their lowest tender submission, we recommend that the tender be awarded to South Shore Contracting of Essex County Inc. for the Total Tender Price of \$1,178,330.00 (excluding applicable taxes).

Sincerely,

DILLON CONSULTING LIMITED

Mazen Chaaoui, P.Eng.
Structural Engineer
MC:LM

Our file: 21-1802, 21-1817, 21-1818 (Corr.)

The Corporation of the Town of Tecumseh

By-Law Number 2023-030

Being a by-law to appoint Robert J. Swayze as the Integrity Commissioner for The Corporation of the Town of Tecumseh pursuant to Sections 9, 10, 11 and 223.3 of the Municipal Act, 2001 S.O. 2001, c.25, as amended

Whereas effective January 1, 2008, Section 223.3 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended (*Municipal Act, 2001*) requires a municipal council to appoint an Integrity Commissioner who is responsible for performing, in an independent manner, functions related to the Code of Conduct of members of council and local boards, and the *Municipal Conflict of Interest Act 2017*, c.10;

And Whereas such services shall be undertaken by an Integrity Commissioner appointed by the Council of The Corporation of the Town of Tecumseh (Town), pursuant to Section 223.3-223.8 of the *Municipal Act, 2001*;

And Whereas the Town entered into Agreements with Robert J. Swayze for Integrity Commissioner services for the years 2015 - 2019;

And Whereas the Town extended an agreement with Robert J. Swayze for Integrity Commissioner services until March 31, 2023.

And Whereas the Town and Robert J. Swayze are desirous of entering into extending the agreement for the term April 1, 2023 – March 31, 2024 under a written agreement in the form and of the content attached as Schedule “A” hereto;

And Whereas pursuant to Section 5(3) of the *Municipal Act, 2001*, 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** Robert J. Swayze is hereby appointed as Integrity Commissioner for the Town to perform those functions set forth in Section 223.3 through 223.8 of the *Municipal Act, 2001* including but not limited to:
 - a. Advice as to the application of the Code of Conduct and *Municipal Conflict of Interest Act*, and any related procedures, rules, and policies governing the ethical behavior of members of council and local boards;

- b. Conducting inquiries in respect of any requests alleging contravention of the Code of Conduct, Municipal Conflict of Interest Act and/or any other procedures, rule or policy governing the ethical behavior of members of council and local boards;
 - c. Reporting to the Council for the Town as to activities as Integrity Commissioner, including but not limited to reports as to the results of any inquiry into alleged contravention and/or an annual report of activities as Integrity Commissioner;
 - d. Conducting inquiries upon complaint or own initiative for Municipal Conflict of Interest Act matters;
 - e. Provide educational information in writing to the public, municipality and Members of Council and local boards about the Code of Conduct and Municipal Conflict of Interest Act;
2. **That** the Mayor and the Clerk be authorized to execute the Agreement attached hereto as Schedule "A" between Robert J. Swayze and The Corporation of the Town of Tecumseh, and such other or any documents necessary to give effect to the Agreement.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

Schedule "A"

Agreement Extending Term of the Integrity Commissioner

Dated as of: March 14, 2023.

Between:

The Corporation of The Town of Tecumseh

(Hereinafter Referred to as the "Municipality")

-And-

Robert J. Swayze, Integrity Commissioner

(Hereinafter referred to as the "Integrity Commissioner")

Whereas the Integrity Commissioner was appointed and retained by the Municipality pursuant to an Agreement dated November 24, 2015, (the "Agreement"), the term of which was extended twice on the same terms and conditions and finally expiring on March 31, 2023, which agreement is attached hereto as Schedule "B";

And Whereas the parties wish to amend the Agreement by extending the term of the Agreement to expire on March 24, 2024, to add an annual retainer fee and to change the hourly rate paid by the Municipality.

Now Therefore the parties agree as follows:

1. The term of the Agreement is hereby extended to March 24, 2024.
2. The Agreement is hereby amended to add an annual retainer fee of \$1,000 paid in advance, which will include 3 hours of docketed time each year and to change the hourly rate from \$235 per hour to \$280 per hour.
3. This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns. This Agreement is not assignable by the Integrity Commissioner.

In Witness Hereof both of the parties hereto have executed this agreement as of the 14th day of March, 2023.

Signed, Sealed & Delivered

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara - Mayor

Per:: _____
Robert Auger - Clerk

Witness

Robert J. Swayze, Integrity Commissioner

Schedule “B”

By-Law Number 2025-077

Being a by-law to appoint Robert J. Swayze as the Integrity Commissioner for The Corporation of the Town of Tecumseh pursuant to Sections 9, 10, 11 and 223.3 of the *Municipal Act, 2001 S.O. 2001, c.25*, as amended.

View the by-law [here](#)

The Corporation of the Town of Tecumseh

By-Law Number 2023-031

Being a By-law to authorize the execution of a Transfer Payment Agreement with Her Majesty the Queen on right of Ontario as represented by the Minister of Transportation for the Province of Ontario

Whereas the Safe Restart Agreement Phase 4 Funding for Municipal Transit (“SRA Phase 4”) is a Government of Ontario partnership program with the Government of Canada providing assistance for the costs and losses relating to the Town of Tecumseh’s (“Town”) transit systems that the Town has incurred during the Eligibility Period as a result of the COVID-19 pandemic.

And Whereas it is deemed expedient to authorize the execution of an Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Safe Restart Agreement Phase 4 Funding for Municipal Transit;

And Whereas pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law.

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

1. **That** the Mayor and the Clerk, and, as applicable, the delegate specified in Schedule “B” of the Agreement are hereby authorized to execute on behalf of the Town any amendment to the Agreement or ancillary document necessary to fulfil the SRA Phase 4 requirements in a form satisfactory to Legal Services.
2. **That** the Mayor and the Clerk have the delegation of authority to execute any and all required documentation, on behalf of the Town, as required under the Safe Restart Agreement Phase 4 Funding for Municipal Transit.
3. **That** the Town commits to spending the Safe Restart Agreement Phase 4 Funding for Municipal Transit funding in accordance with all of the terms and conditions specified in the Agreement.
4. **That** the Town commits to spending the Safe Restart Agreement Phase 4 Funding for Municipal Transit funding only on implementing the approved projects identified in the Agreement.
5. **That** this by-law shall come into full force and take effect on the date the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

**TRANSFER PAYMENT AGREEMENT
FOR SAFE RESTART AGREEMENT PHASE 4 FUNDING FOR MUNICIPAL TRANSIT
(SRA PHASE 4)**

THIS TRANSFER PAYMENT AGREEMENT for Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA PHASE 4) (the “Agreement”) is effective as of the Effective Date.

B E T W E E N:

His Majesty the King in right of Ontario as represented by the
Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the Town of Tecumseh

(the “**Recipient**”)

BACKGROUND:

On December 7, 2022, the Government of Ontario announced that it was partnering with the Government of Canada to provide up to \$505 million in Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA Phase 4) to municipalities across Ontario.

The funding for SRA Phase 4, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the costs and losses relating to the Recipient’s transit systems the Recipient has incurred during the Eligibility Period as a result of the COVID-19 pandemic.

SRA Phase 4 funding builds upon the approximately \$2.15 billion that was delivered to municipalities through the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic-related financial pressures. SRA funding has been delivered in three phases:

- Phase 1: Over \$700 million flowed to municipalities for COVID-19 related financial impacts between April and September 2020.
- Phase 2: \$590 million flowed to municipalities for COVID-19 related financial impacts between October 2020 and March 2021.
- Phase 3: Up to \$650 million for eligible expenditures between April and December 2021, plus an additional \$127.6 million in Phase 3 top-ups and an additional \$81.7 million in supplementary funding for January 2022 (for Phase 3 only, municipalities were able to request an extension of the eligibility period to December 31, 2022, on a case-by-case basis).

The Corporation of the Town of Tecumseh and Ontario SRA PHASE 4 TPA

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Payment Procedures

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency;
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency; or
- (c) this Agreement and any of the requirements of the Guidelines, this Agreement will prevail.

3.0 COUNTERPARTS

3.1 Counterparts. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement.

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) the Funds are to assist the Recipient with the Financial Impacts due to the COVID-19 pandemic on the Recipient's transit system or the Costs to Support Priority Initiatives and not to provide goods or services to the Province;
 - (b) the Province is not responsible for the Recipient's transit system; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (Ontario) and any information provided to the Recipient in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the
Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

**THE CORPORATION OF THE TOWN OF
TECUMSEH**

Date

Name: Gary McNamara
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Robert Auger
Title: Director Legislative Services and Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement, entered into between the Province and the Recipient, all of the schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system or the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

“Costs to Support Priority Initiatives” means the operating and capital costs incurred by the Recipient during the Eligibility Period in respect of the Recipient’s municipal transit system that support the priority transit initiatives identified in Schedule “C” subsection C1.1. For clarity, Costs to Support Priority Initiatives are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the losses and costs that are eligible for funding by the Province in accordance with Schedule “C” of the Agreement).

“Eligibility Period” means the period starting on February 1, 2022 and ending on December 31, 2022, inclusive.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means December 31, 2023.

“Financial Impacts” means the net revenue losses, net operating costs, and capital costs the Recipient has incurred during the Eligibility Period in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic. For clarity, Financial Impacts are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Guideline” or **“Guidelines”** means the “Ministry of Transportation Safe Restart Agreement Phase 4 Municipal Transit Funding Stream Guidelines and Requirements”, as may be amended from time to time, which were distributed to recipients on December 7, 2022 and made available through the Transfer Payment Ontario (TPON) system.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province in accordance with Schedule “C” of the Agreement.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Recipient’s transit system or with any other part of the Agreement.

“Maximum Funds” means \$10,005.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remedying).

“On-demand Transit” means an alternative form of providing transit, where vehicle routes and schedules are determined by passenger demand typically facilitated through a technology application, unlike fixed route transit where transit service has a predetermined route and schedule.

“Operating Budget” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001* or a suitable adopted budget from which a baseline can be established to measure COVID-related financial impacts.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient’s transit system or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“ Reports ” means the reports described in the Guidelines as well as any additional reports described in this Agreement.

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September and October 2020 in accordance with the Safe Restart Agreement
Public Transit Funding Stream – Phase 1 Guidelines and Requirements

“SRA Phase 3 Contribution” means the funding for the SRA Phase 3 the

Province provided to the Recipient in March 2021 in accordance with the Province's Safe Restart Agreement Public Transit Funding Stream – Phase 2 and Phase 3 Guidelines and Requirements.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient's transit system;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with, and will continue to comply with, all requirements under the Guidelines;
- (e) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance);
- (f) any information, including the Reports, the Recipient provided to the Province in support of its request for Funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact, any Costs to Support Priority Initiatives and related timelines was true and complete at the time the Recipient provided the Reports; and
- (g) it will provide any necessary updates to the Province during the Term of the Agreement to ensure that all Reports will continue to be true and complete should any of the information become inaccurate.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures from the Eligibility Period, all in a timely manner; and
- (c) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default) of the Agreement or by the Province in accordance with the Guidelines.

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule "D" (Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions); and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of one or more of the following:
 - (i) the information the Recipient provides to the Province pursuant to this Agreement and the Guidelines; and
 - (ii) the SRA Phase 3 Contribution funding provided to the Recipient exceeds the financial impacts the Recipient incurred, as a result of the COVID-19 pandemic, beginning from April 1, 2021 to December 31, 2021, inclusive.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds. Based upon the Reports the Recipient provides to the Province, the Province will provide Funds to the Recipient in an amount based on the actual losses or costs to the Recipient, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive SRA Phase 1 Contribution, SRA Phase 3 Contribution, a rebate, credit or refund.

A4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 Disposal. The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Agreement, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), "**Province**" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient represents and warrants:

(a) That it has submitted to the Province:

(i) all Reports in accordance with the requirements as provided for in the Guidelines

(b) That it has ensured that all Reports and other reports are:

(i) accurate to the date of this Agreement;

(ii) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

- (c) That it will provide to the Province any other reports, in accordance with any timelines and content requirements, that the Province may require from the Recipient prior to the execution of the Agreement and throughout the Term of the Agreement.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and Records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;

- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 Request from the Province in Respect of Communications Activities. The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its

subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the repayment of any Funds provided to the Recipient in accordance with this Agreement.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province;
- (b) provide, in accordance with Article A7.0 (Reporting, Accounting and Review), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b); or
- (c) Provide any necessary update to the Province with respect to the accuracy of the content or information contained and submitted to the Province in any Report provided in accordance with this Agreement or the Guidelines.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (d) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (e) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (f) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraph A12.2.

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining either in its possession, under its control, or both.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds, SRA Phase 1 Contribution and SRA Phase 3 Contribution, or an amount equal to any Funds, SRA Phase 1 Contribution, or SRA Phase 3 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise. This paragraph shall be in addition to any rights provided for under paragraph A4.4 above and shall not be construed by either Party as a conflict to said paragraph.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 Fails to Pay. Without limiting the application of section 43 of the *Financial*

Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A15.0 NOTICE FOR MATTERS PURSUANT TO THE AGREEMENT.

A15.1 Notice in Writing and Addressed. Any Notice that shall be required to be provided by one Party to the other Party pursuant to the Agreement will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement or the Guidelines.

A18.2 Waiver Applies. If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A21.0 GOVERNING LAW

A21.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the

Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement or the Guidelines pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2, Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice for Matters Pursuant to the Agreement) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The provision of the Funds by the Province to the Recipient under the Agreement is conditional upon,

- (a) on or before the Effective Date , the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

Contact information for the purposes of Notice to the Province	Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8 Attention: Kevin Dowling, Manager, Strategic Investments Office Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca
Contact information for the purposes of Notice to the Recipient	Address: 917 Lesperance Road Tecumseh Ontario N8N 1W9 Attention: Chad Jeffery Phone: (519) 735-2184 ext. 154 Email: cjeffery@tecumseh.ca
Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement	Address: 917 Lesperance Road Tecumseh Ontario N8N 1W9 Attention: Tom Kitsos Phone: (519) 735-2184 ext. 125 Email: tkitsos@tecumseh.ca
Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)	Position: Director Municipal Programs Branch, Ministry of Transportation
Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)	Position: Director Legislative Services & Clerk

SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

C1.0 ELIGIBLE EXPENDITURES

C1.1 Scope of Eligible Expenditures. Eligible Expenditures include, at the Province’s sole discretion, the following losses and costs incurred during the Eligibility Period:

Net Revenue Losses

- (a) The following revenue losses will be considered Eligible Expenditures, which shall be calculated by subtracting the difference between the Operating Budget and actual revenue for the Eligibility Period, minus the non-COVID 19 related revenue changes during the same period:
- (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);

- (iii) costs associated with vehicle maintenance;
- (iv) costs associated with transit facilities;
- (v) costs resulting from existing contracts with expanded scope/new contracts;
- (vi) employee related costs (i.e., salaries, wages, benefits);
- (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
- (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
 - (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and
 - (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Priority Transit Initiatives

- (d) The following operating and capital costs incurred and paid that support priority transit initiatives:
 - (i) Up to 50% of the total costs for initiatives that support a long-term vision for regional fare and service integration;
 - (ii) Up to 50% of the total costs for On-Demand Transit studies and pilot initiatives; and

Up to 50% of the total costs for expenses to support the transformation of transit structures/governance between neighbouring municipal governments, where the Province has been engaged in discussions.

C2.0 INELIGIBLE EXPENDITURES

C2.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C1.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C1.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (f) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (g) refundable Harmonized Sales Tax or other refundable expenses; and
- (h) any other cost which is not specifically listed as an Eligible Expenditure under section C1.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

SCHEDULE “D” PAYMENT PROCEDURES

D1.0 PAYMENT PROCEDURES

- D1.1 Submission of Claim for Payment and Required Documentation.** In order to receive payment, the Recipient will have submitted all Reports, including, without limitation, its claim for payment, together with the supporting documentation set out in the Guidelines in accordance with the timelines required therein, or at a later date if, the Province consents to a later date in it's sole and absolute discretion.
- D1.2 Claim Payments.** Subject to the terms and conditions set out in the Agreement and the Guidelines and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D1.1 (Submission of Claim for Payment and Required Documentation) within 90 business days from the date the claim is approved and accepted by the Province.
- D1.3 No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D1.2 (Claim Payments).
- D1.4 No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, or if the claim is missing any of the required supporting documentation, Reports or such documentation and Reports are not in accordance with the Guidelines or the Agreement, or both.
- D1.5. Lump Sum Payment.** In accordance with the foregoing, all payment of the Funds to be provided by the Province to the Recipient pursuant to the Agreement shall be made in a single lump sum payment, as calculated in accordance with the terms in the Agreement and the Guidelines, up to the Maximum Funds.

The Corporation of the Town of Tecumseh

By-Law Number 2023-032

Being a by-law to authority the execution of an Agreement between The Corporation of the Town of Tecumseh and South Shore Contracting of Essex County Inc.

Whereas South Shore Contracting of Essex County Inc. was awarded the tender for the replacement of Snake Lane culvers numbers 42, 53 and 54 in the Town of Tecumseh in accordance to the plans, drawings and specifications prepared by Dillon Consulting Limited;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with South Shore Contracting of Essex County Inc. for the replacement of Snake Lane culvers numbers 42, 53 and 54 in the Town of Tecumseh

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 South Shore Contracting of Essex County Inc dated the 14th day of March, 2023, 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 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

FORM OF AGREEMENT
FOR
REPLACEMENT OF SNAKE LANE CULVERTS #42, #53, AND #54
IN THE TOWN OF TECUMSEH

THIS AGREEMENT made (in triplicate) this 14 day of March, 2023.

BETWEEN:

CORPORATION OF THE TOWN OF TECUMSEH
hereinafter called the "OWNER"

Of the First Part;

- and -

SOUTH SHORE CONTRACTING OF ESSEX COUNTY 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 Corporation of the Town of Tecumseh on the 14 day of March 2023.

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 **February 16, 2023** and the contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by DILLON CONSULTING LIMITED all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, and relating to the project known as : **Replacement of Snake Lane Culverts #42, #53, and #54 in The Town Of Tecumseh** and for the price or sum of **one million one hundred seventy-eight**

thousand three hundred thirty dollars (H.S.T. Excluded) (\$1,178,330.00).

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.

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 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.

OWNER'S SEAL

CORPORATION OF THE TOWN OF TECUMSEH

Owner

GARY MCNAMARA, MAYOR

ROBERT AUGER, CLERK

CONTRACTOR'S SEAL

SOUTH SHORE CONTRACTING OF ESSEX COUNTY INC.
Contractor

Jeff Malott , Contractor

Contractor's Address:
South Shore Contracting of Essex County Inc.
1511 County Road 20, Amherstburg On, N9V 2YB

The Corporation of the Town of Tecumseh

By-Law Number 2023-033

Being a by-law to provide for a Municipal Capital Facility and authorize the execution of an Municipal Facilities Agreement between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre.

Whereas subsection 110(1) of the Municipal Act, 2001, S.O., c. 25, as amended (the “Act”) , provides that the Council of a municipality may enter into agreements for the provision of municipal capital facilities with any person(s);

And whereas pursuant to subsection 110 (6) of the Act the council of a municipality may exempt from taxation for municipal and school purposes land or a portion of it on which municipal capital facilities are or will be located;

And Whereas pursuant to subsection 110(2) of the Act and its Ontario Regulation 603/06, as amended, facilities related to the provision of municipal facilities used for municipal community centres, recreational purposes and parking facilities ancillary thereto are eligible municipal capital facilities for the purposes of a tax exemption under subsection 110 (6) of the Act.

And whereas on or about April 3, 2023 the Corporation of the Town of Tecumseh (the “Town”) is expected to become the legal registered owner of the lands and premises municipally known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124) (the “ Lands and Facilities”);

And whereas the Town and the non-profit corporation known as Maidstone Recreation Centre are desirous of the Lands and Facilities continuing to be used as a municipal community centre in accordance with the terms and conditions of a certain Municipal Facilities Agreement attached hereto and forming part of this By-law;

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

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

1. **That** the lands and premises municipally known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124) (the “Lands and Facilities”) are hereby designated or declared to be municipal capital facilities for the purposes of Subsection 110 (6) of the Municipal Act, 2001, S.O. 2001, c.25 as amended (the “Act”) and Ontario Regulation 603/06 as amended. Such Lands and Facilities shall be designated or declared to be municipal capital facilities exempt from taxation for municipal and school Board purposes effective as of April 3, 2023 or as of such date that the Town becomes legal

- registered owner of the Lands and Facilities. Such exemption shall continue while this By-law is in effect and for so long as the properties are used as municipal capital facilities.
2. Forthwith after the enactment of this By-law, the Clerk shall give written notice of the contents of this by-law pursuant to subsection 110(8) of the Act to :
 - a. The Minister of Education for the Province of Ontario;
 - b. The Municipal Property Assessment Corporation;
 - c. The Clerk of any other municipality that would, but for this by-law, have had authority to levy rates on the assessment of the Lands and facilities;
and
 - d. The Secretary of any School Board with jurisdiction in the area in which the Land and facilities are located.
 3. 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 the Municipal Facilities Agreement (Agreement) between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre, 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.
 4. **That** this by-law shall come into full force and take effect on the date the Corporation of the Town of Tecumseh becomes the legal registered owner of the Lands known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124).

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

THIS AGREEMENT made as of the ____ day of _____, 202____

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the “Town”

OF THE FIRST PART;

- and -

Maidstone Recreation Centre Committee (MRCC).,
hereinafter called the “Lessee”

OF THE SECOND PART.

WHEREAS the Town has acquired the lands and premises known as the Maidstone Recreation Centre, located at 10720 County Rd 34 Maidstone, ON N0R 1K0, in the Town of Tecumseh (hereinafter “MRC”) from the Lessee for the purpose of the occupancy and use of the entire MRC as a “*Municipal community centre*” within the meaning of subsection 2(1), *O. Reg. 603/06* passed under the *Municipal Act, 2001*, S.O. 2001, c. 25;

AND WHEREAS the Lessee has applied to the Town for a Facilities Use agreement for permission to operate a community centre for the Town with focus on social, athletic and recreational activities for the general public at MRC, reflected in Attachment 1 and in the manner contemplated below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants and agreements contained herein, the Town does demise and grant access to the premises described herein to the Lessee upon the following terms and conditions.

1 THE TOWN COVENANTS AND AGREES:

- 1.1. To grant permission to the Lessee to operate a community centre for the Town providing social, athletic, and recreational activities, located within the MRC, for the initial Term of five (5) years starting the 3rd day of April 2023 and ending the 2nd day of April, 2028 (herein “the Term”). Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless either party gives the other written notice of termination at least 30 days prior to expiration of the current term.
- 1.2. To provide property and liability insurance for all buildings and assets owned by the Town within the MRC (“the Town’s insurance”) in such manner as the Town considers appropriate without limiting its recourse to the insurance maintained by the Lessee pursuant to the requirements below. The Lessee shall have no recourse to the Town’s insurance and shall execute such further assurances as may be required in that regard.

- 1.3. To provide property maintenance (lawn cutting, shrub trimming, weed control) regular cleaning , maintenance, repair, winterizing and spring commissioning of outdoor washrooms, and winter snow removal for the parking lot as per Town's standards for its recreational facilities.
- 1.4. To provide at its expense, be responsible for the continued maintenance and repair, of any and all aspects of the exterior of the buildings, including grounds, parking areas, sidewalks and building access areas located on the property, all appurtenances to the Buildings, including replacement if necessary, including any and all heating equipment and central air conditioning equipment located in or on the building now or in the future and also including the entire outdoor washroom building, to be constructed in 2023.
- 1.5. That the Town through ongoing consultation with Lessee will budget and provide for those reasonable "Capital" improvements to the MCR as may be identified and as may be approved by council from time to time and which may include security systems, outdoor washrooms, paving of parking lot, construction of outdoor pickle ball facility, and renovations to existing building. It is anticipated that Capital improvements will be directly arranged and paid for by MCR vis a vis its contractor with the Town reimbursing MCR for any budgeted amount in respect of any such approved Capital improvement.
- 1.6. Subject to subparagraph 1.7 below, the Lessee will receive all revenue generated from their operation of the social, athletic, and recreational activities (inclusive of programs currently offered by South County Volleyball, Community Living Essex County, Knights of Columbus Council#9226, individual renters, and similar future programs) provided the Lessee maintains its status as a non-profit service organization as further contemplated in this agreement.
- 1.7. The Town will have the right to book the MRC for its' purposes contingent on the facility being available as reasonably determined by the Lessee. The Town will notify the lessee of the booking request and upon the Lessee confirming availability, the Town will receive the revenue from these bookings (if any) and be responsible for set up, tear down, and clean up, and snow removal similar to other groups who use the building.
- 1.8. To be responsible and through consultation with the lessee design and install a historical storyboard recognizing the facilities past volunteer history contributions, the donation of the property before the end of the Term.

- 1.9. To meet with the Lessee at least annually in the early spring to evaluate and plan operations for the upcoming year.

2 THE LESSEE COVENANTS AND AGREES:

- 2.1. To operate and coordinate the use and/or delivery of social, athletic, and recreational activities based operation at the MRC, during the Term and otherwise accommodate the use of the MRC as a Town community centre. These operations include the ability to offer programs in these categories by means of rental or other joint venture with other clubs or third parties providing any such club or third party acts in compliance with the terms of this Agreement and Lessee's obligations hereunder and schedule the Town's direct booking of the MRC for any municipal purpose.
- 2.2. To be responsible for all utilities and all other operational costs of the MRC not otherwise expressly assumed by the Town under this Agreement
- 2.3. To be responsible for any and all other operational costs of the MRC not otherwise expressly assumed by the Town under this Agreement.
- 2.4. To pay any property taxes that may be assessed to the MRC assessed by the County of Essex or local school board(s) it being understood that the Town is anticipating that the MCR as a municipal facility will not be assessed for property taxes and the Town will refund its share of same if assessed. In that regard, the Lessee warrants: a) to the best of its knowledge (being the knowledge of its board of directors and officers) that prior to its transfer of the MRC by the Lessee to the Town, the Lessee owned and occupied the MRC as a "non-profit service organization" within the meaning of the Assessment Act and b) it will continue to carry on activities on site in a manner consistent with maintaining such status as a non-profit service organization. The Town undertakes to pursue a Municipal Capital Facility designation for the site within the meaning of subsection 110.(6) of the *Municipal Act*.
- 2.5. That the sale of alcohol will be undertaken solely through the Lessee's AGCO license and the Lessee shall strictly comply with their current license and any requirements of the Town's or Lessee's insurer. Where alcohol is served during a rental event the lessee will ensure the person signing the rental agreement acquires and complies with the special occasion permit.

- 2.6. To secure all licenses, permits, and approvals required for operation of the MRC Operations and shall pay HST, and other business taxes attributed to the operation.
- 2.7. To supply, install and provide all appliances and preparation tables/counters, coolers, freezers, and any other equipment required for the operation of the MCR which shall remain the property of the Lessee provided that the Town is not responsible for any damage or loss occurring to such property.
- 2.8. That no re-modeling or structural changes will be made to the MRC or any property of the Town without the prior written consent of the Town's Director of Community and Recreation Services in such person's sole discretion.
- 2.9. Except as expressly provided for herein, to be responsible for the cleaning and maintenance of the MRC and all related buildings, courts, parking lot, and equipment including annual maintenance and repair to the MRC, which results from normal use.. Any damage to the area resulting as a result of negligent operation of the lessee shall be repaired by the Town at the expense for the lessee. Payment shall be made within 15 days following delivery of invoice.
- 2.10. Shall defend, indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Lessee or any club or third party operating under the permission of the Lessee, their directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the lessee in accordance with this Agreement and shall survive this Agreement
- 2.11. The Lessee shall during the entire term hereof, at its sole cost and expense, take out and keep in force and effect the following:
 - a) Public liability insurance applying to all operations of the Lessee and which shall include insurance against personal injury, death, property damage, products liability, non-owned automobile liability and lessee

legal liability with respect to the occupancy by the Lessee of the Premises. Such policies shall be written on a comprehensive basis with limits of no less than five million (\$5,000,000.00) dollars per occurrence. Such policy shall include coverage for sale of alcohol under their AGCO.

b) Insurance for theft, loss or damage of all property of the Lessee;

2.12. The Lessee agrees that:

- a) all insurance policies shall be taken out with insurers reasonably acceptable to the Town;
- b) shall name the Town as an additional insured;
- c) shall contain a severability of interest clause or a cross liability clause;
- d) shall be in a form and contain terms satisfactory to the Town and Town's insurer.

2.13. Lessee further agrees to submit to the Town certified copies of each such insurance policy if requested and otherwise a Certificate of Insurance before taking occupancy and thereafter from time to time in advance of any expiry date shown on any previously provided certificate or otherwise upon reasonable request from the Town. All policies shall contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days prior to any material change, cancellation or other termination thereof.

2.14. To be familiar with and comply with all requirements of "Applicable Law" respecting the operation and use of the MRC. Applicable Law means, all applicable federal, provincial, state, regional, or territorial, laws, statutes, treaties, codes or ordinances, whether domestic or foreign, or municipal by-laws or policies of any Governmental Authority of competent jurisdiction, including applicable regulations, Orders. Applicable Law shall, without limiting the generality of the foregoing, include the Workplace Safety & Insurance Act, the Occupational Health and Safety Act, Environmental Protection Act, Liquor Licence and Control Act and all public welfare, health and safety laws, regulations, licensing terms, and by-laws. The Lessee shall provide evidence of compliance as requested from time to time including any certificate from the applicable Governmental Authority. "Governmental Authority" means (i) any court, judicial body or arbitral body, (ii) any government whether multinational, national, federal, provincial, territorial, municipal or local and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever, (iii) any subdivision or authority of any of the foregoing, (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

2.15. Without limiting the general requirements in 2.14 above, to comply with the Town's Policy on Health & Safety and any other applicable policies and understands and agrees to ensure that employees are advised and have a sound knowledge of this policy. The Lessee shall:

- a) Provide and maintain the necessary items and equipment as called under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act
- b) Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada. Deliver copies of WHMIS data sheets to the Town on delivery of materials.
- c) Provide the Lessee's Health and Safety Policy within thirty (30) days of the Agreement.

3 Additional Provisions

- 3.1. That this Agreement may not be transferred or assigned by the Lessee. The Lessee shall not sublet any portion of the MRC areas without written approval from the Town. Any such approval shall be at the Town's sole discretion.
- 3.2. Upon termination of this Agreement, the Lessee shall at its own expense remove all of its chattels from the premises and leave the MRC in a clean and well-maintained state of repair. The Lessee shall not be entitled to be compensated for any of the affixed improvements, which the Lessee may have made to the MRC which shall become property of the Town.
- 3.3. That the Town may terminate this Agreement at any time if the Lessee fails to perform any of its covenants and obligations (herein an event of default") provided that the Town provides at least thirty (30) days' notice in writing of the default. If within the thirty (30) day period the Lessee cures the default and complies with all covenants and obligations contained in this Agreement then the notice of termination will become null and void failing which this agreement shall be determined and the Lessee shall vacate the MRC without prejudice to the Town's rights to recover any damages sustained as a result of the default. In such event, the Lessee's obligations to indemnify and hold harmless the Town as stipulated above shall remain in full force and effect notwithstanding the determination of this Agreement.

- 3.4 It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given or delivered by the Town to the Lessee or by the Lessee to the Town under the provisions of this Agreement, shall be in writing and may be mailed or personally delivered, and shall be addressed:

in the case of the Lessee, to: Maidstone Recreation Centre :
Att: President
10720 County Rd 34
Maidstone, ON N0R 1K0

or in the case of the Town, to: Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Director of Community and
Recreation Services

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

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

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

- 3.5 The parties agree that any disputes (apart from a failure to negotiate renewal terms) pursuant to this Agreement will be determined pursuant to the Arbitrations Act, R.S.O. 1990, Chapter A-24.
- 3.6 This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and

construed in accordance with the applicable laws of the Province of Ontario and of Canada.

3.7 **No Adverse Inference against the Town as Drafting Party**

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

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

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

3.8 **INDEPENDENT LEGAL ADVICE**

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

- 1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

See next page for signing...

3.9 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties and their administrators and their organizational successors.

IN WITNESS WHEREOF the parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED	)	THE CORPORATION OF THE
In the presence of	)	TOWN OF TECUMSEH
	)	By:
)	
)	
“Seal”)	_____
	)	Name: Gary McNamara
	)	Title: Mayor
)	
)	_____
	)	Name:
	)	Title: Clerk
)	
)	
	)	Maidstone Recreation Centre
)	
)	
)	_____
Witness:	)	Name: Jim Croft
	)	Title: President
)	
)	_____
	)	Name: Philip Eyraud
	)	Title: Treasurer
	)	I/We have authority to bind the Corporation.

Attachment 1:

The Corporation of the Town of Tecumseh

By-Law Number 2023 - 034

Being a bylaw to provide for the repair and improvements to the 10th Concession Drain

Whereas the Councils of the Corporation of the City of Windsor as the initiating municipality and the Corporation of the Town of Tecumseh as an affected municipality have been requested to provide for the repair and improvement of the 10th Concession;

And Whereas the City of Windsor as the initiating municipality procured a Drainage Report for the 10th Concession Drain and specifications from the consulting engineering firm of Dillon consulting Limited, dated March 16, 2015 (hereafter "Drainage Report");

And Whereas a Public Meeting of Council was held by the City of Windsor on Tuesday, April 7, 2015, at 6:00 pm, to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the 10th Concession is desirable.

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

1. **That** the Drainage Report providing for the repair and improvement of the 10th Concession, dated March 16, 2015, as prepared by the consulting engineering firm Dillon consulting Limited and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.
4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.

5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first, second, third and final readings on this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

DRAINAGE REPORT FOR THE

10TH CONCESSION DRAIN

CITY OF WINDSOR & TOWN OF TECUMSEH



(FINAL – COUNCIL CONSIDERATION)

16 MARCH 2015

CHRISTOPHER D. THIBERT, P.ENG.

FILE NO. 13-8559

File No. 13-8559

Mayor and Council of
The Corporation of the City of Windsor
350 City Hall Square West
Windsor, ON
N9A 6S1

**Drainage Report for the
10TH CONCESSION DRAIN
City of Windsor & Town of Tecumseh**

Gentlemen:

Instructions

We hereby submit our report recommending the repair and improvements to the 10th Concession Drain. A request was received by the City of Windsor on 12 August 2013 from the landowner of property Roll No. 090-030-06600 located on Lots 4 to 41, Lots 48 to 85, Lots 89 to 173, Plan 1351 in the former Township of Sandwich South, now within the City of Windsor, for the repairs and improvements to the 10th Concession Drain. Council accepted the request under Section 78 of the Drainage Act and on 18 November 2013 appointed the undersigned to prepare a report recommending the improvements to the 10th Concession Drain starting from the upstream end of the drain located within the City of Windsor and Town of Tecumseh and proceeding downstream to its outlet into Sullivan Creek within the Town of Tecumseh to obtain a sufficient outlet.

In addition to the original request, a recommendation by Dillon was presented to the Town of Tecumseh Road Authority and Drainage Superintendent to relocate the open drain away from the travelled portion of Baseline Road between Sullivan Creek and County Road 43 (also known as 11th Concession Road). This recommendation was based on visual and survey data obtained during the initial inspection of the drain and the findings outlined below in existing conditions. The Town of Tecumseh Road Authority accepted this recommendation and requested that design and details be provided in this report for the drain relocation under Section 77(2) of the Drainage Act.

Watershed Description

The 10th Concession Drain consists of an open drain along the south side of Baseline Road and along the blind line in Concession 10. The drain outlets into Sullivan Creek in Lot 16, Concession 11 at a point 756 m east of County Road 43. It then proceeds westerly (upstream) along the south side of Baseline Road to the blind line in Concession 10 where it turns southerly and continues southerly along the blind line across Lots 16 to 13 and terminates at a point approximately 60 metres north of the north limit of Highway No. 401.



10 Fifth Street South
Chatham, Ontario
Canada
N7M 4V4
Telephone
(519) 354-7802
Fax
(519) 354-2050

The drain is 3,556 m in length and has an average grade of 0.07%. The watershed is mainly rectangular in shape and has an area of approximately 249 hectares (615 acres). The lands comprising the watershed are under intense agricultural production with cash crops. There are eleven (11) non-agricultural parcels within the watershed. The soils are predominantly Brookston Clay. This soil is poorly drained and requires subsurface drainage to be productive.

Drainage History

A history of recommended work completed on the 10th Concession Drain under previous Engineers' reports, is as follows:

- **12 September 1983 by Maurice Armstrong, P.Eng.:** The recommended work on the 10th Concession Drain was brushing and cleaning out the entire drain, as well as the lowering of one access culvert.
- **19 February 1968 by C.G.R. Armstrong, P.Eng.:** The recommended work on the 10th Concession Drain was cleaning and deepening of the entire drain.

Existing Conditions

Along the section of the 10th Concession Drain adjacent to Baseline Road, the top of the northerly bank of the drain is immediately adjacent to the travelled road surface of Baseline Road. The open drain has a depth ranging from 1.2 m to 2.0 m. Areas of significant erosion were observed along the roadside bank of the drain.

From Station 0+000 to Station 0+764, the depth, width, and location of the existing open drain does not permit the Town's Road Authority the opportunity to adequately maintain and protect the road shoulder and travelled surface of Baseline Road. The 10th Concession Drain poses a threat to the stability of the road bank, shoulder and road surface, as well as posing a hazard to traffic. Future maintenance of the drain may pose additional threats to the stability of the road bank, shoulder and road surface.

Currently there are four (4) access bridges in the 10th Concession Drain. Specific structure numbers have been designated for ease of reference between the specifications and the drawings. The location, dimension, condition and use of each structure are as follows:

Bridge No. 1: Station 1+450 – Town of Tecumseh (Unopened Road Allowance)

This is a proposed new culvert being used to re-align the drain where the unopened road allowance intersects with Baseline Road. The existing open drain forms a right angled turn as it travels downstream to Baseline Road. At the point of turning, significant erosion and sediment build up was observed creating obstructions and restrictions to flow as well as erosion creeping into the adjacent road allowance.

Bridge No. 2: Station 1+444 – Town of Tecumseh (Unopened Road Allowance)

A 6 m length of 1200 mm diameter corrugated steel pipe culvert with broken concrete end walls provides access to property Roll No. 520-03400. This culvert is significantly perched above the drain bottom and poses a hydraulic restriction within the drain. Also, in our considered opinion, it is a potential safety hazard for this culvert does not have adequate length to provide the standard minimum 6 meter top width for a residential entrance.

Bridge No. 3: Station 1+222 – Daniel and Nancy Ewing (Roll No. 520-03800)

A 5.5 m length of 1200 mm diameter corrugated steel pipe with sacked concrete end walls provides access to this property. This culvert was lowered under the 1983 report. The culvert is deficient in hydraulic capacity based on current rainfall intensity data.

Bridge No. 4: Station 0+769 – County Road 43 Crossing

An 8.4 m long rigid span concrete bridge with a span of 6.8 m and a depth of 2.2 m exists under the County Road 43. There are curbs at both ends and concrete wing walls at all four corners of the culvert. This bridge, from a visual inspection only, appears to be in acceptable condition.

On-Site Meeting

We conducted an on-site meeting on 20 February 2014. A second on-site meeting was held on 15 May 2014 to discuss the findings from the survey and recommend options for repair and improvement. Records of both meetings are provided in Schedule 'A-1' and 'A-2', which is appended hereto.

A pre-consideration meeting was subsequently held on 5 March 2015 at the Windsor Airport conference room to discuss the draft report for the 10th Concession Drain, where an invitation and a copy of the draft report was sent out to each affected landowner within both the Town of Tecumseh and City of Windsor. Following this meeting there were several minor amendments to the report and assessment, some pertaining to landowner comments, as follows:

1. Landowner of Roll No. 520-04500, located within the Town of Tecumseh, noted that the property drains both surface and sub-surface directly to Sullivan Creek which runs through the southeast corner of the property. This was confirmed by tile mapping provided by the landowner and therefore Schedules 'C', 'E-1' and 'E-3' have been revised.
2. Several landowners and the drainage superintendents for both the City of Windsor and Town of Tecumseh were questioning the location of the working corridors and side of the drain for levelling purposes. Clarification in the report was made and a description of the working areas has been added to the overall plan.
3. Several landowners expressed concerns of the future replacement of Bridge No. 2 (existing 1200 mm diameter CSP culvert). It was determined that a 600 mm diameter culvert was sufficient for future replacement but the landowners requested that a 1200 mm diameter culvert be put back when it comes time for replacement. At this time, the Town of Tecumseh has agreed to this and will conduct a meeting with the affected landowners at the time of replacement to agree upon a desired size.
4. Landowner of Roll No. 520-03901, located within the Town of Tecumseh, requested to be on record with the question to why Baseline Road can't be moved north to keep the drain in the same location from Station 0+000 to Station 0+764. An explanation was provided by the engineer with instructions to contact the engineer looking over the road improvements.

Survey

Our examination and survey of the 10th Concession Drain was carried out on 28 April 2014. The survey comprised the recording of topographic data and examining the channel for available depth necessary to provide sufficient drainage. There is a uniform build up of sediment averaging 200 mm to 500 mm above the design bottom. Erosion of the drain banks was observed at various locations along the course of the drain.

We commenced the survey of the drain at the outlet into Sullivan Creek on the south side of Baseline Road. The survey then proceeded westerly along the south side of Baseline Road to and across County Road 43 at Station 0+769 and then continuing upstream (westerly) to the blind line, which is a division line between Concessions, in Concession 10. The survey then turned southerly at Station 1+450 along the said blind line and continued to the end of the drain at a point approximately 60 metres north of the north limit of Highway No. 401.

Design Considerations

The Design and Construction Guidelines under the Drainage Act recommend that open drainage systems be designed to effectively contain and convey the peak runoff generated from a storm event having a frequency of occurrence of once in two years. This standard was applied to all open drain alternatives in this case.

The Design and Construction Guidelines also recommend that private drain crossings and enclosures installed in open drains be designed to freely pass the peak runoff generated from a storm event having a frequency of occurrence of once in two years. This standard was applied in the design of the private access bridges.

We believe that these design standards should provide a reasonable level of service, but it should be clearly understood that runoff generated from large storms or fast snow melts may sometimes exceed the capacity of the proposed systems and result in surface ponding for short periods of time.

Allowances

In accordance with Sections 29 and 30 of the Drainage Act, we have made a determination of the amount to be paid for damages to the lands and crops within the designated working corridors and for land taken in the improvements to the drain and the establishment of a permanent 1.0 m wide grass buffer strip along the entire length of the drain. The average land cost for the surrounding area used to calculate the value of land taken is \$22,000.00 per hectare (\$8,900.00 per acre). The allowances for damages within the working corridor including the 9.0 m wide topsoil storage area is based upon a rate of \$3,707.00 per hectare. Schedule 'B' shows the distribution of these allowances.

Part A - Drain Relocation Between Sullivan Creek and County Road 43 - A strip of land having a width from 10.0 m to 12.2 m would be required to shift the alignment of the drain away from the travelled portion of the road from Station 0+016 to Station 0+764. The area required is 0.82 ha (2.03 acres). The area required for the grass buffer strip is 0.075 ha (0.19 acres). The total area required is 0.895 hectares (2.21 acres). In accordance with Section 29, we recommend that a land allowance of \$19,690.00 be provided for these lands.

Excavated material would be used to fill the old course with all surplus material to be hauled off-site. No material would be placed and spread on the adjoining farmlands. In accordance with Section 30, we have made a determination, shown in Schedule 'B', of the amount to be paid for damages to the lands and crops (if any) occasioned by the operation of equipment within the designated working corridor across properties along the south side of the drain from the outlet to County Road 43.

Part B - Drain Clean Out Between County Road 43 and the Head of the Drain at Station 3+537 - A strip of land 1.0 m wide is required for the grass buffer strip along this section of drain. The area required is 0.25 hectares (0.61 acres). In accordance with Section 29, we recommend that a land allowance of \$5,540.00 be provided for these lands.

For the section of drain to be cleaned out only (from County Road 43 to the head of the drain) in accordance with Section 30 of the Drainage Act, we have made a determination of the amount to be paid for damages to the lands and crops (if any) occasioned by the operation of equipment and the disposal of material excavated from the drain within the designated working corridor across properties along the south side of the drain (from County Road 43 to Station 1+465) and along the east side of the drain from Station 1+465 to the head of the drain (Station 3+537). Throughout the length of the work, the excavated material is to be disposed of as set out in the Special Provisions in Schedule 'F' herein. The allowance for damages is calculated at a rate of \$3,707.00 per hectare (\$1,500.00 per acre). Schedule 'B' shows the distribution of these allowances for a corridor area designated to be 9.0 metres wide for the placement of fill during the excavation of the drain. The area exposed to damages represents approximately 2.22 hectares (5.49 acres).

Recommendations and Cost Estimate

Based on our review of the history, the information obtained during the site meetings, pre-consideration meeting, and our examination and analysis of the survey data, we recommend that the 10th Concession Drain be repaired and improved as follows:

The section of drain between Sullivan Creek and County Road 43 cannot be adequately maintained or improved in its present location along Baseline Road without having negative impacts on the road shoulder and road surface. We recommend that the section of open drain from Station 0+000 to Station 0+756 be relocated away from the road onto private property to protect the road and permit future drainage improvements. The new north top of bank from Sullivan Creek to County Road 43 (Station 0+000A to Station 0+748A) shall be located approximately 3.5 m south of the existing south top of bank to keep clear of the hydro line along the drain.

We also recommend that the bottom of the drain between County Road 43 and the head of the drain (Sta. 0+764 to Station 3+537) be cleaned out with repairs and/or improvements to access bridges as follows:

- Bridge No. 1: Station 1+450 – Town of Tecumseh (Unopened Road Allowance) - We recommend that a new 23 m long, 1780 mm x 1360 mm aluminized corrugated steel pipe arch (CSPA) with sloped stone end walls be installed upstream of the existing bridge (denoted as Bridge No. 2) and on a 45 degree angle to the laneway.

- Bridge No. 2: Station 1+444 – Town of Tecumseh (Unopened Road Allowance) - With the recommended diversion of the drain via Bridge No. 1 (which will convey the total volume of water flow in the drain), this 1200 mm pipe is sufficiently large enough as it will be required to accept only storm-water from the west City of Windsor residential properties and Baseline Road to the west limits of the watershed via the south road ditch. We further recommend that the original course of the 10th Concession Drain between Bridge No. 1 and Bridge No. 2 be abandoned in accordance with Section 19 of the Drainage Act. Bridge No. 2 and the abandoned drain portion will become the responsibility of the owner of the lands, being the Town of Tecumseh.
- Bridge No. 3: Station 1+222 – Daniel and Nancy Ewing (Roll No. 520-03800) - We recommend the culvert be replaced with a new 15.0 m long, 1600 mm diameter, aluminized corrugated steel pipe (CSP) with a wall thickness of 2.8 mm, 125 mm x 25 mm corrugations and with sloped stone end walls.
- Bridge No. 4: Station 0+769 – County Road 43 Crossing - When the Road Authority does replace this bridge we recommend that the bridge be located southerly to align with a future relocation of the next westerly section of the drain away from the travelled portion of Baseline Road. This will require a new engineer's report since the road will need to acquire private lands for working area to complete bridge work and land taken for the relocated drain.

We further recommend the 10th Concession Drain be repaired and improved as described below:

10 th CONCESSION DRAIN		
Item	Description	Amount
	<u>PART A - DRAIN RELOCATION</u> <u>(Sta. 0+000- Sta. 0+764)</u>	
1.	Tree and brush removal as follows:	
	a) Station 0+000 to Station 0+764 including the disposal by burning on-site or removal off-site. Clearing shall include the removal of all growth between the south edge of gravel of Baseline Road to 15 metres south of the south road limit excluding ornamental trees where possible (very light brushing).	\$3,000.00
2.	Strip and replace topsoil as follows:	

10 th CONCESSION DRAIN		
Item	Description	Amount
	a) From Station 0+000A to Station 0+748A strip topsoil over proposed open channel limits and stockpile. Load, haul and place stockpiled topsoil over fill materials on existing drain alignment from Station 0+000 to Station 0+756 upon completion of excavation and levelling (approximately 6,100 m ²).	\$4,000.00
3.	Excavation, hauling, filling and compaction of excavated materials, as follows:	
	a) Excavation of new channel on private property from Station 0+000A to Station 0+748A with 2 to 1 side slopes and 1 metre bottom width (approximately 7,050 m ³).	\$42,000.00
	b) Remove all vegetation, organic debris and topsoil from the existing drain slopes. Fill existing drain channel from Station 0+000 to Station 0+756 including hauling, filling and compaction of material in 250 mm lifts. Compaction to a minimum of 95% standard proctor density. Any excess materials to be hauled away off-site.	\$25,000.00
4.	Tile outlet repairs from Station 0+000A to Station 0+748A, as follows:	
	Tile outlet drains from the south shall be replaced using 320 kPa smooth wall, high density polyethylene pipes (HDPE). New outlet pipes shall be a minimum 3 metre length of non-perforated pipe complete with rodent grate as follows:	
	a) Replace all existing 100 mm diameter tile ends with 150 mm diameter HDPE pipe. Approximately 3 locations totalling 9 m of 150 mm diameter HDPE pipe.	\$300.00
	b) Replace all existing 150 mm diameter tile ends with 200 mm diameter HDPE pipe. Approximately 1 location totalling 3 m of 200 mm diameter HDPE pipe.	\$150.00
	c) Replace all existing 300 mm diameter tile ends with 375 mm diameter HDPE pipe. Approximately 2 locations totalling 6 m of 375 mm diameter HDPE pipe.	\$400.00

10 th CONCESSION DRAIN		
Item	Description	Amount
	d) Replace all existing 375 mm diameter tile ends with 450 mm diameter HDPE pipe. Approximately 1 location totalling 3 m of 450 mm diameter HDPE pipe.	\$250.00
	e) Replace all existing 400 mm diameter tile ends with 450 mm diameter HDPE pipe. Approximately 2 locations totalling 6 m of 450 mm diameter HDPE pipe.	\$700.00
5.	Seeding of drain banks, grass buffer strips and area over old drain, as follows:	
	a) Supply and placement of bonded fibre matrix hydro-seed on new drain banks from Station 0+000A to Station 0+748A (approximately 5,900 m ²).	\$29,500.00
	b) Establish 1.0 m wide grass buffer strip beyond the top of bank on the south side of the drain from Station 0+020A to Station 0+748A (approximately 723 m ²).	\$3,700.00
	c) Lands between the south edge of gravel of Baseline Road and the north top of bank of the new channel (i.e. over the existing drain from Station 0+000 to Station 0+756 plus the land between the new and existing drain) shall be drill-seeded as per specifications (approximately 7,000 m ²).	\$24,500.00
6.	Rock Flow Check Dam (temporary) (OPSD 219.211) – Station 0+012 Supply and install stone erosion protection (SEP) (approximately 30 m ²) including new filter fabric underlay beneath a small rock dam constructed across the drain for silt and sediment control measures during construction.	\$2,500.00
7.	Supply and install stone erosion protection on drain bank Station 0+730A to Station 0+747A complete with filter fabric underlay (minimum 300 mm thickness) (approximately 75 m ²)	\$5,000.00
8.	Supply and install stone erosion protection at outlet into Sullivan Creek complete with filter fabric underlay (minimum 300 mm thickness) (approximately 145 m ²)	\$9,500.00

10th CONCESSION DRAIN		
Item	Description	Amount
9.	Excavation of a 300 mm deep and 1.0 m wide bottom, refuge stilling pool in the new channel below the design gradeline from Station 0+040A to Station 0+050A (10 m). Also included is a 200 mm thick stone rip-rap lining complete with filter fabric underlay.	<u>\$2,000.00</u>
	PART A - SUB-TOTAL	\$152,500.00
10.	Allowances for Part A only - Drain Relocation	\$22,235.00
11.	Engineering for Part A only (cost portion)	\$45,500.00
12.	Contract administration and full time inspection	\$20,000.00
13.	Expenses and incidentals	<u>\$1,000.00</u>
	TOTAL ESTIMATE PART A	\$241,235.00
	<u>PART B – DRAIN CLEAN OUT AND CULVERT REPLACEMENTS from County Road 43 (Station 0+764) to head of drain (Station 3+537)</u>	
1.	Tree and brush removal from Station 0+774 to Station 3+537 with trimming and/or removal of existing trees within the drain as required to accommodate the drainage works excluding ornamental trees where possible. The work shall include disposal of brush by means of stockpiling and burning where permitted or alternatively trucked off-site.	\$20,000.00
2.	Excavation, trucking and/or levelling of excavated materials, as follows:	
	a) Excavation of the drain bottom as follows:	
	Station 0+774 to Station 3+537, totalling 2,763 metres of drain and approximately 1,230 m ³ of material.	\$23,900.00
	b) Levelling of excavated materials at all agricultural properties (approximately 1,170 m ³ of material).	\$2,350.00
	c) Trucking of excavated materials to adjacent agricultural lands, at all residential properties, grassed lawns and unopened road allowance (Sta. 1+444 to Sta. 1+554), totalling approximately 60 m ³ of material.	\$1,000.00

10 th CONCESSION DRAIN		
Item	Description	Amount
3.	Seeding of 1.0 m wide grass buffer strip beyond the top of bank on the south side of the drain from Station 0+774 to Station 1+440 (with the exception of the residential lawns) and on the east side of the drain from Station 1+450 to Station 3+537 (approximately 2,750 m ²).	\$5,500.00
4.	Supply and install rip-rap for surface water inlets as shown on typical drawing (approximately 15 m ² each) in locations determined on-site by the Drainage Superintendent (approximately 11 locations in total). a) Sta. 0+850 (small drain – from south) b) Sta. 1+120 (small drain – from south) c) Sta. 1+558 (small drain – from west) d) Sta. 1+754 (small drain – from west) e) Sta. 1+882 (small drain – from west) f) Sta. 2+029 (small drain – from west) g) Sta. 2+180 (small drain – from west) h) Sta. 2+320 (small drain – from west) i) Sta. 2+623 (small drain – from west) j) Sta. 2+680 (surface runoff – west side) k) Sta. 3+413 (surface runoff – west side)	\$10,000.00
5.	Temporary silt control measures during construction at Station 0+776.	\$650.00
6.	Traffic Control, Plans and Signage in accordance with the current version of the Ontario Traffic Manual and the Occupational Health and Safety Act.	\$1,500.00

10 th CONCESSION DRAIN		
Item	Description	Amount
7.	<p><u>Bridge No. 1</u> – Station 1+450 (Unopened Road Allowance) Supply and installation of a new 23 m long, 1780 mm x 1360 mm aluminized corrugated steel pipe arch (CSPA) with clear stone bedding under pipe up to pipe spring line, filter fabric overlay (approximately 65 tonnes), Granular 'B' backfill up to underside of Granular 'A' at driveway (approximately 60 tonnes). Beyond driveway surface, clean native or imported clean backfill material from springline of pipe to the top of existing ground (approximately 40 m³). Restoration of granular driveway surface with compacted Granular 'A' (crushed limestone), minimum 200 mm thickness (approximately 20 tonnes). Restoration of all grassed areas including placement of 100 mm thick imported screened topsoil layer and seeding (approximately 35 m²). Sloping stone end walls (approximately 30 m²).</p>	\$16,750.00
8.	<p><u>Bridge No. 3</u> – Station 1+222 (Roll No. 520-03500) Remove and dispose of existing 1200 mm diameter, 5.5 m long pipe culvert including end walls off site. Supply and installation of a new 15.0 m long, 1600 mm diameter aluminized corrugated steel pipe (CSP) with clear stone bedding with filter fabric overlay (approximately 20 tonnes), full Granular 'B' backfill up to underside of Granular 'A' driveway surface material (approximately 110 tonnes). Beyond driveway surface, clean native or imported clean backfill material (approximately 20 m²). Restoration of granular driveway surface with compacted Granular 'A' (crushed limestone), minimum 200 mm thickness (approximately 25 tonnes). Restoration of all grassed areas including placement of 100 mm thick imported screened topsoil layer and seeding (approximately 35 m²). Sloping stone end walls (approximately 45 m²).</p>	\$14,450.00
	PART B - SUB-TOTAL – EXCLUDING SECTION 26 COSTS	\$96,100.00

10th CONCESSION DRAIN		
Item	Description	Amount
9.	Allowances for Part B only - under Sections 29 and 30	\$13,935.00
10.	Survey, Report, Assessment, Periodic Inspection and Final Inspection for Part B (cost portion)	\$24,500.00
11.	Expenses and Incidentals	<u>\$750.00</u>
	PART B - TOTAL – EXCLUDING SECTION 26 COSTS	\$135,285.00
	SECTION 26 NON PRO-RATABLE COSTS	
12.	Abandon existing 200 mm diameter CSP (Sta. 0+849) under Baseline Road. Fill with concrete grout.	\$800.00
13.	Remove and replace existing 11 m long, 450 mm diameter CSP (Sta. 0+780) under Baseline Road with a new 11 m long, 450 mm diameter HDPE pipe, clear stone bedding (approximately 5 tonnes), full Granular 'A' backfill under road and shoulders (approximately 45 tonnes), native backfill beyond road (approximately 10 m ³), HL3 asphalt surface (min. 120 mm thickness) (approximately 8 tonnes) and rip-rap end protection (approximately 15 m ²).	\$6,500.00
14.	Supply and install rip-rap on north drain bank at Station 1+431 (approximately 40 m ²)	\$2,500.00
15.	Supply and install rip-rap on north drain bank at Station 0+850 including concrete block toe support (4 blocks 600x600x1200mm) (approximately 15 m ²)	<u>\$1,500.00</u>
	PART B - SUB-TOTAL – SECTION 26 NON PRO-RATABLE COSTS	\$11,300.00
16.	Survey, Report, Assessment & Final Inspection (cost portion) Section 26 - Part B	\$2,800.00
17.	Expenses & Incidental (cost portion) Section 26 - Part B	<u>\$100.00</u>
	PART B - TOTAL – SECTION 26 NON PRO-RATABLE COSTS	\$14,200.00
	PART B TOTAL ESTIMATE	\$149,485.00
	OVERALL TOTAL ESTIMATE - 10TH CONCESSION DRAIN	\$390,720.00

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

Assessment of Costs

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (*advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain*).
- ii. Outlet Liability (*part of cost required to provide outlet for lands and roads*).
- iii. Special Benefit (*additional work or feature that may not affect function of the drain*).


We have assessed the estimated costs for the 10th Concession Drain against the affected lands and roads as listed in Schedule 'C' under "Value of Special Benefit," "Value of Benefit" and "Value of Outlet." Details of the Value of Special Benefit listed in Schedule 'C' are provided in Schedule 'D.'

Assessment Rationale

Part A: As the works are largely related to providing a higher level of public safety to Baseline Road, as well as increase the opportunity to improve and maintain Baseline Road, a large portion of the project costs will be assessed against the Town of Tecumseh Road Authority as owner of Baseline Road. In general terms, the majority of the costs would be assessed as a "Special Benefit" assessment against the Town of Tecumseh as the increase in cost for relocating the 10th Concession Drain away from the travelled portion of the road.

Special Benefit assessments shown in Schedule 'C' and detailed in Schedule 'D' were derived as follows:

1. The estimated increase in cost of the drainage works relating to the relocation of the open drain off of the road property from Station 0+010 to Station 0+756 including additional costs involved with earthworks, replacement of tile outlet pipes, additional seeding, rip-rap, rock check dam, refuge stilling pool and land allowances is assessed 100% as a Special Benefit against the Town of Tecumseh as owner of Baseline Road. Drainage improvements will also be carried out when the drain is relocated off of the road property. The portion of the project costs relating to the drainage improvements will be assessed as "Benefit" and "Outlet" assessments against the lands and roads in the 10th Concession Drain watershed. This portion of the earthworks cost would be assessed against the watershed in general as the new drain would be slightly deeper and wider than the existing drain, therefore property owners would be assessed only for the equivalent cost of a clean out of the existing drain. Brushing costs and some damage allowances would be included in the costs assessed against the watershed for drainage improvements. The cost items related to the drain relocation shall be assessed on a prorated basis.

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2. Stone erosion protection for private surface swale inlet repairs and bank erosion protection is assessed 100% against the Town of Tecumseh as owner of Baseline Road, as part of the Special Benefit for the drain relocation.

Part B: For the section of drain being cleaned out, we have assessed the above estimated cost for the repair and improvements to this portion of the drain against the affected lands and roads listed in Schedule 'C' under "Special Benefit", "Benefit" and "Outlet Liability."

1. The above estimated costs have been assessed 50% as a Benefit assessment and 50% as an Outlet Liability assessment against the upstream lands and roads within the drainage area.
2. For main tile outlet repairs and stone erosion protection required at the location of the main tile outlets, the Drainage Superintendent and/or Engineer may direct the contractor to make these repairs at the expense of the landowner. Private tile repairs shall be assessed 100% against the property on which the said tile exists.
3. Stone erosion protection for private surface swale inlet repairs and bank erosion protection is assessed 100% against the adjacent landowner, as part of the Special Benefit for the drain relocation.
4. Bridge No. 1 is a drain realignment bridge crossing property Roll No. 520-03400 that requires installation to improve the flow of the drain from the south. We have assessed 30% of the cost against the residential property as a Special Benefit and 70% being assessed as Outlet Liability against the upstream lands.
5. Bridge No. 3 is an access bridge for property Roll No. 520-03800 that requires replacement. We have assessed 50% of the cost against the adjoining property as a Special Benefit and 50% being assessed as Outlet Liability against the upstream lands and road.
6. Private tile cutoff header tile and tile inlet end replacement and repairs associated with the drain relocation are assessed 100% against the Town of Tecumseh as owner of Baseline Road, as part of the Special Benefit for the drain relocation.

Special Benefit Assessments (Section 26)

The Special Benefit assessments to the Road Authority, as noted above, shall be assessed as non-proratable assessments and are in accordance with Section 26 of the Drainage Act. These assessments shall be based on the actual construction costs plus engineering cost apportionment for the preparation of this report including contract administration and inspection costs and should be kept separate when tendering out the entire drainage works. The Town of Tecumseh may elect to tender the drain relocation portion of the project (Part A) separate from the remainder of the drainage works upstream (Part B) to coincide with the proposed bridge and road works along Baseline Road. All other remaining Special Benefit, Benefit and Outlet assessments shall be assessed as proratable assessments.

A Special Benefit assessment has been made to Hydro One as owners of the hydro poles on private property south of the south bank of the existing open drain. In Part A, a portion of the land taken allowance under Section 29 has been assessed to Hydro One for the additional land required on the adjacent private property for the drain move off due to the proximity and location of the hydro poles. The new north top of bank from Station 0+000A to Station 0+723A will be located 1.5 meters south of the existing hydro poles on private property.

Should the Road Authority elect to undertake the drainage works across their road right-of-way (Baseline Road) with their own forces, as per Section 69 of the Drainage Act, the Road Authority shall remain responsible for their allotment of costs for the preparation of this report as outlined in Schedule 'D.' The allocated report costs for the work is as follows:

- Baseline Road (Increased cost of drain move off) to be assessed \$62,500.00 including contract administration and full time inspection for the drain relocation
- Baseline Road (abandon/filling existing 200 mm diameter CSP) to be assessed \$200.00
- Baseline Road (Replace existing 450mm diameter CSP with 11 m long, 450 mm diameter HDPE) to be assessed \$1,650.00
- Repair rip-rap on north drain bank at station 1+431 to be assessed \$650.00
- Supply and install rip-rap on north drain bank at Station 0+850 including concrete block toe support be assessed \$400.00

Utilities

In addition to the work provided for in the above estimate, it may be necessary to either temporarily or permanently adjust the location of existing utilities, so that they will be clear of the proposed drainage works and permit the work to be carried out. In accordance with Section 26 of the Drainage Act, we assess any relocation cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work, but if it should not exercise its option within a reasonable length of time, the municipality may arrange to have this work completed and the cost will be charged to the appropriate public utility.

There is an existing overhead hydro line running parallel to the south edge of the existing drain from Sullivan Creek to County Road 43 and 2.0 m therefrom. Great care will be required around this hydro line while excavating the newly relocated drain and moving the excavated material to the existing drain.

Associate Drainage Superintendent (Town of Tecumseh)

The City of Windsor is responsible for seeing that all of the work provided for in this report is satisfactorily completed. The City of Windsor must let a contract for the work from Station 0+000 to the head of the drain at Station 3+537. The Drainage Superintendent for the City of Windsor can administer the contract and oversee, in general, that all of the work set out in this report is carried out, but has no authority to act, or rights of property access, within the Town of Tecumseh. The Drainage Superintendent appointed for the Town of Tecumseh shall act as an Associate

Drainage Superintendent and supervise and inspect the work carried out by the Contractor within the Town of Tecumseh.

Future Maintenance (Open Drain)

We recommend that future work of repair and maintenance on the 10th Concession Drain be carried out by each municipality for the part of the drain in their respective boundaries and the costs assessed against the affected lands and roads in the 10th Concession Drain watershed in accordance with the attached Schedules of Assessment labelled "Schedule E-1", "Schedule E-2" and "Schedule E-3." The Schedules of Assessment have been developed on the basis of an estimated cost.

The actual cost of maintenance works will be assessed against the lands and roads in the same relative proportions as shown herein, subject of course, to any variations that may be made under the authority of the Drainage Act. "Schedule E-1" is an assessment schedule for any future works of repair or maintenance on any of the bridge structures on the 10th Concession Drain only. All bridges are located within the Town of Tecumseh. "Schedule E-2" is an assessment schedule for any future works of repair or maintenance on the open portion of the 10th Concession Drain within the City of Windsor (Station 1+431 to Station 3+537). "Schedule E-3" is an assessment schedule for any future works of repair or maintenance on the open portion of the 10th Concession Drain within the Town of Tecumseh (Station 0+000 to Station 3+537).

Emergency maintenance works have been carried out by the Town of Tecumseh following the appointment of Dillon Consulting Limited to examine the 10th Concession Drain and provide a report under Section 78. The emergency maintenance works were performed in the existing open drain along the south side of Baseline Road and amounted to approximately \$7,850.00. This amount will be assessed out to the affected landowners in accordance with the future maintenance "Schedule E-2" and "Schedule E-3" in this report.

In addition, we also recommend that the costs of future works of repair and maintenance of the drain be as described below:

1. Tile inlet repairs and private tile cut-off headers installed under this report: 100% against the property on which the tile inlet or cut-off header is located.
2. Stone Erosion Protection: 100% against the property on which the tile or surface water inlet is located.
3. Trucking of excavated materials: 100% against the property on which the excavated material originated.
4. Other work: 100% against the lands listed in Schedule 'E-2' or Schedule 'E-3', depending on the location of the works, in the same relative proportions as the amounts listed under "Value of Benefit" and "Value of Outlet."

Future Maintenance (Private Access Bridges)

We recommend that future work of repair and maintenance of the private access bridges within the 10th Concession Drain be carried out by the Municipality as shown in Schedule 'E-1'. Part of the maintenance cost of each bridge will be assessed as a Special Benefit assessment against the property or properties served by the bridge. The remainder of the maintenance cost will be assessed as Outlet assessment only to the lands and roads upstream of each bridge prorated to the assessments shown in Schedule 'E-1.'

Schedule 'E-1' represents all the lands and roads upstream of Bridge No. 3. The assessment is based on an arbitrary \$10,000.00 of future drain maintenance costs.

The division between Special Benefit and Outlet assessment for each bridge shall be as follows:

1. Bridge No. 1 - We have assessed 30% of the cost against the adjoining property (Roll No. 520-03400) as a Special Benefit and 70% being assessed as Outlet Liability against the upstream lands.
2. Bridge No. 2 - Will be abandoned and will no longer be part of the 10th Concession Drain. The bridge and the existing drain will serve as a roadside ditch for the Town of Tecumseh in the future. Therefore, we recommend 100% of the costs of repair and/or maintenance be assessed against the Town of Tecumseh Road Authority.
3. Bridge No. 3 - We have assessed 50% of the respective costs to the bridge owner listed under "Value of Special Benefit" and 50% to upstream lands and road on an affected area basis in the same relative proportions listed under "Value of Outlet."

Drawings and Specifications

Attached to this report is "Schedule F," which contains specifications setting out the details of the recommended works, and "Schedule G," which represents the following drawings that are also attached to this report:

Page 1 of 8:	Overall Plan
Page 2 of 8:	Profile 1
Page 3 of 8:	Profile 2
Page 4 of 8:	Drain Realignment Detail
Page 5 of 8:	Drain Realignment Section
Page 6 of 8:	Drain Relocation Details
Page 7 of 8:	Bridge Details
Page 8 of 8:	Miscellaneous Details

Fisheries Issues

The 10th Concession Drain has been classified by the Department of Fisheries and Oceans (DFO) as a Type F drain. Type F drains have intermittent water flow and may provide habitat for bait fish. Standard practices shall be followed to minimize disruption.

At the time of construction or maintenance, the Drainage Superintendent shall contact the governing Conservation Authority (acting liaison for DFO) or equivalent regulatory agency to confirm any construction limitations including timing windows or limitations related to in-stream work etc. as required.

All disturbed areas should be stabilized immediately. Upon completion of the work, or as soon as conditions allow, all disturbed areas shall be returned to a pre-disturbed state or better.

Grants

In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33-1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. This amount is not reflected in the attached assessment schedules. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. Most of the privately owned lands are used for agricultural purposes and are eligible under the A.D.I.P. policies.

We recommend that application be made to the Ontario Ministry of Agriculture and Food in accordance with Section 88 of the Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

Respectfully submitted,

DILLON CONSULTING LIMITED

Christopher D. Thibert, P.Eng.

CDT:prc:wlb:ges



“SCHEDULE A-1”

**RECORD OF ENGINEERING ON-SITE MEETING
10TH CONCESSION DRAIN
CITY OF WINDSOR & TOWN OF TECUMSEH**

Thursday, February 20, 2014

In Attendance

Landowners: Connie Campeau, Murray MacKenzie, Cliff Campeau, Brenda Gagnon, Joe Gagnon, Norm Jobin

Engineer: Chris Thibert, P. Eng., Dillon Consulting Limited

Municipal Staff: Sam Paglia, Drainage Superintendent Town of Tecumseh and Paul Mourad, Engineer II City of Windsor

Introductions of Municipal Staff and Drainage Engineer were made and it was explained that this meeting was to address a request received from Joe Gagnon in the City of Windsor to investigate flooding and water back-up concerns for his property and the condition of the drain at the location where the drain turns from north/south to east/west along Baseline Road. It was identified that the last time any works of repair, improvement or maintenance was completed for this drain was from the previous engineers report dated 12 September, 1983. It was also discussed that this previous engineers report was very outdated and no longer valid due to changes in land uses/properties and municipal boundaries. Therefore, the entire drain would be examined with an updated assessment schedule for both the Town of Tecumseh and the City of Windsor to do maintenance and assess back costs effectively.

Chris Thibert outlined the process of submitting a report under Section 78 of the Drainage Act and explained that the next steps were to survey the entire drain to have a better understanding of the drain functionality and problem areas. Chris explained that there were flooding concerns from landowners occurring at a point where the drain turns from north/south to east/west forming a 90 degree bend in the drain. He explained that having a bend in the drain adjacent to the road could be a cause for future erosion and could negatively impact the road. Chris explained that the existing two structures on the drain, one at the 90 degree bend in the drain and one further downstream, were at the very least undersized and require further investigation. The bend in the drain followed immediately by an undersized culvert are possibly the main causes for the flooding. Chris concluded that the main focus of the survey will be to concentrate on this area to sufficiently address these concerns.

The landowners expressed concerns that the main area of flooding is always at the 90 degree bend in the drain affecting the properties immediately upstream. The landowners would like to see a more gradual transition in the drain at this location from north/south to east/west. Landowners also expressed concerns that the flooding and increase in water quantity in the drain did not start occurring until the expansions and improvements to Highway 401 were completed near the top end of the drain. Currently Highway 401 is not included in the watershed for the 10th Concession Drain and Chris ensured that the upstream end of drain, including Highway 401, would be properly surveyed along with obtaining design drawings for the highway and highway ditches. Chris explained that if the highway was draining into the 10th Concession Drain that any increase in costs caused by the highway would go back to the highway/MTO.

Landowners questioned working corridors, leveling of materials and allowances. Chris explained that the previous engineers report identified a side for leveling of materials and land/damage allowances would be properly granted to the affected landowners in accordance with Section 29 and 30 of the Drainage Act. Chris, Paul and Sam also explained the process of assessment for both the City of Windsor and Town of Tecumseh and that the City of Windsor is governed by the Windsor Act and all assessments to Windsor properties would go onto taxes.

On-site meeting questionnaires were sent out along with the meeting invite to all property owners. Two questionnaires were received, one from Joe Gagnon expressing his concerns for the flooding along his property and asking when any works can be performed to avoid any future problems. Chris explained that any maintenance works in advance of the report would be held until the report is submitted and assessed back to the drain in accordance with the new assessment schedules. The other questionnaire was from Cliff Campeau which identified his location on the drain.

Chris concluded the meeting explaining that in accordance with the instructions from the City of Windsor and Town of Tecumseh, a preliminary "draft report" meeting would be held with all affected landowners within the 10th Concession Drain watershed to go over the report and explain in detail the design and costs prior to submitting to council.

Minutes recorded by Chris Thibert

“SCHEDULE A-2”

RECORD OF SECOND ENGINEERING ON-SITE MEETING 10TH CONCESSION DRAIN CITY OF WINDSOR & TOWN OF TECUMSEH

Thursday, May 15, 2014

In Attendance

Landowners: Gerald Lavin, Helene Battersby, Sue MacKenzie-Russel, Brenda Gagnon, Joe Gagnon, Laurie Knight, Leo Labbee, Herbert Henricks, Murray MacKenzie, Cliff Campeau

Engineer: Chris Thibert, P. Eng., Dillon Consulting Limited

Municipal Staff: Sam Paglia, Drainage Superintendent Town of Tecumseh, Paul Mourad, Engineer II City of Windsor, Anna Godo, Drainage Superintendent City of Windsor and Jennifer Scherer, Assistant Drainage Superintendent City of Windsor

Introductions of Municipal Staff and Drainage Engineer were made and it was explained that this second meeting was to discuss findings of the engineer's survey and additional works required for the 10th Concession Drain. It was noticed that a lot of landowners present at this meeting were not present at the last meeting so Chris Thibert went over the process of submitting a report under Section 78 of the Drainage Act again to everyone.

Chris explained that during the survey and examination of the drain, it was determined that none of the Highway 401 water/ditches outlet into the 10th Concession Drain for the upstream end of the drain is too shallow to accept any drainage from the highway. The existing highway ditches lead right to Sullivan Creek which is just east of the 10th Concession Drain. Chris also explained, with the aid of pictures and survey data, that the existing condition of Baseline Road from Sullivan Creek to County Road 43 was in very poor condition with the south edge of asphalt eroding into the drain in some locations causing the road to be very unsafe and unstable. The existing drain has insufficient bottom width and side slopes to perform any works of improvement or maintenance safely without causing further damage to the road. It was therefore recommended that the drain be relocated further south onto private property with recommendations for the works under this report. Chris explained to the landowners the process of relocating the drain and allowances under Section 29 of the Drainage Act for land taken. Chris also explained that the increase in costs for this relocation would be at the Town of Tecumseh's expense less what a typical drain cleanout would cost which is assessed to the upstream lands and roads.

Chris also provided a preliminary design concept to eliminate the 90 degree bend in the drain where the flooding is occurring and replace with a new adequately sized angled pipe to allow for an improved transition from north/south to east/west as identified at the previous on-site meeting. The landowners present agreed to the design option and expressed their concerns and opinions with the design which Chris took down to make the necessary adjustments.

On-site meeting questionnaires were again sent out along with the meeting invite for this second meeting to all property owners. Only one questionnaire was received from Murray MacKenzie expressing concerns of flooding on his property as well. Chris explained that the improvements being recommended to the drain under his report would address his concerns as well.

Chris concluded the meeting explaining that in accordance with the instructions from the City of Windsor and Town of Tecumseh, a preliminary “draft report” meeting would still be held with all affected landowners within the 10th Concession Drain watershed to go over the report and explain in detail the design and costs prior to submitting to council.

Minutes recorded by Chris Thibert

"SCHEDULE B"
SCHEDULE OF ALLOWANCES
10TH CONCESSION DRAIN
TOWN OF TECUMSEH & CITY OF WINDSOR

Roll No.	Con.	Description	Owner	Section 30 Damages	Section 29 Land	Total Allowances
Part A						
510-02100	11	Pt. Lot 16	Helene A. Battersby	\$2,545.00	\$19,690.00	\$22,235.00
Part B						
520-03900	10	Pt. Lot 16	Leonard Mackenzie & Connie Campeau	\$1,032.00	\$682.00	\$1,714.00
520-03500	10	Pt. Lot 16	Leonard Mackenzie & Connie Campeau	\$1,429.00	\$945.00	\$2,374.00
520-04000	10	Pt. Lot 15	Susanna Mackenzie	\$500.00	\$330.00	\$830.00
520-04100	10	Pt. Lot 15	Sanward Enterprises Inc.	\$510.00	\$335.00	\$845.00
520-04200	10	Pt. Lot 15	Edward J. Chittle	\$1,016.00	\$670.00	\$1,686.00
520-04400	10	Pt. Lot 14	Norman P. Jobin	\$1,998.00	\$1,320.00	\$3,318.00
520-04500	10	Pt. Lot 13	Sandwich South Farms Ltd.	\$1,910.00	\$1,258.00	\$3,168.00
TOTAL ALLOWANCES				\$10,940.00	\$25,230.00	\$36,170.00

"SCHEDULE C"
SCHEDULE OF ASSESSMENT
10TH CONCESSION DRAIN
TOWN OF TECUMSEH & CITY OF WINDSOR

CITY OF WINDSOR

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Baseline Road	1.00	0.40	City of Windsor	\$0.00	\$295.00	\$915.00	\$1,210.00
Total on Municipal Lands.....				\$0.00	\$295.00	\$915.00	\$1,210.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-030-06300	10	Pt. Lot 16	1.06	0.43	Robert R. Coupe & Judy-Ann Loeffen-Coupe	\$0.00	\$104.00	\$381.00	\$485.00
090-030-06400	Plan 1351	Lots 45 & 46	0.34	0.14	Thomas G. & Marie S. Crouchman	\$0.00	\$52.00	\$191.00	\$243.00
090-030-06500	Plan 1351	Lots 47, 86 - 88	0.59	0.24	Gregory Maxwell	\$0.00	\$83.00	\$306.00	\$389.00
090-030-06600	Plan 1351	Lots 4 - 41, 48 - 85, 89 - 173	22.06	8.93	Joseph A. & Brenda A. Gagnon	\$2,270.00	\$2,293.00	\$4,200.00	\$8,763.00
090-030-06700	10	Pt. Lot 16	0.37	0.15	Rousian Rakhoutine & Lilia	\$0.00	\$235.00	\$204.00	\$439.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$2,270.00	\$2,767.00	\$5,282.00	\$10,319.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-030-06100	10	Pt. Lot 15	27.50	11.13	Raymond J. & Elaine J. Simard	\$2,270.00	\$2,643.00	\$5,364.00	\$10,277.00
090-030-06000	10	Pt. Lot 15	15.50	6.27	1741077 Ontario Inc.	\$1,138.00	\$1,432.00	\$3,074.00	\$5,644.00
090-030-05850	10	Pt. Lot 15	14.50	5.87	1433310 Ontario Ltd.	\$1,138.00	\$1,387.00	\$2,917.00	\$5,442.00
090-030-05600	10	Pt. Lot 14	29.00	11.74	Gerald F. & Agnes D. Lavin	\$1,138.00	\$2,847.00	\$5,990.00	\$9,975.00
090-030-05400	10	Pt. Lot 14	38.00	15.38	Norbert L. St. Louis	\$1,138.00	\$3,302.00	\$8,077.00	\$12,517.00
090-030-05200	10	Pt. Lot 13	19.00	7.69	John R. Wilson	\$0.00	\$1,667.00	\$4,090.00	\$5,757.00
090-030-05000	10	Pt. Lot 13	40.00	16.19	Norman P. & Rose M. Jobin	\$0.00	\$3,379.00	\$8,852.00	\$12,231.00
090-030-04800	10	Pt. Lots 12 & 13	18.60	7.53	882885 Ontario Limited	\$1,138.00	\$1,608.00	\$4,167.00	\$6,913.00
090-030-04700	10	Pt. Lot 12	5.40	2.19	Sandwich South Farms Ltd.	\$0.00	\$271.00	\$1,211.00	\$1,482.00
Total on Privately-Owned - Agricultural Lands.....						\$7,960.00	\$18,536.00	\$43,742.00	\$70,238.00

TOTAL ASSESSMENT (CITY OF WINDSOR)						\$10,230.00	\$21,598.00	\$49,939.00	\$81,767.00
			(Acres)	(Ha.)					
Total Area:			232.92	94.28					

TOWN OF TECUMSEH

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Baseline Road	4.00	1.62	Town of Tecumseh	\$0.00	\$7,653.00	\$2,138.00	\$9,791.00
Unopened Road Allowance	0.45	0.18	Town of Tecumseh	\$500.00	\$691.00	\$245.00	\$1,436.00
County Road No. 43 (11th Con. Rd)	4.20	1.70	County of Essex	\$0.00	\$1,144.00	\$1,751.00	\$2,895.00
Total on Municipal Lands.....				\$500.00	\$9,488.00	\$4,134.00	\$14,122.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

PRIVATELY OWNED - NON-AGRICULTURAL LANDS									
Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
520-04250	10	Pt. Lot 15 RP12R14826 Pt. 1	1.24	0.50	Edward T. & Melodie A. Valeur	\$0.00	\$110.00	\$183.00	\$293.00
520-03800	10	Pt. Lot 16 PLAN 1351 Lot 266 & 267	0.23	0.09	Daniel B. & Nancy K. Ewing	\$9,400.00	\$148.00	\$72.00	\$9,620.00
520-03400	10	Pt. Lot 16 PLAN 1351 Lot 184 & 185	0.22	0.09	Joseph & Helen Diesbourg	\$6,300.00	\$148.00	\$125.00	\$6,573.00
520-03901	10	Pt. Lot 16 RP12R5728 Pt. 1	1.00	0.40	Clifford L. & Connie L. Campeau	\$500.00	\$409.00	\$165.00	\$1,074.00
520-03920	10	Pt. Lot 15 RP12R9554 Pt. 1 RP12R14250 Pt. 1	0.67	0.27	Herbert Henricks	\$0.00	\$89.00	\$147.00	\$236.00
510-02010	11	Pt. Lot 16 RP12R4919 Pt. 1	1.01	0.41	Laurie L. Knight	\$0.00	\$101.00	\$169.00	\$270.00
510-02005	11	Pt. Lot 15 RP12R12199 Pt. 1	0.50	0.20	Ruth Battersby	\$0.00	\$79.00	\$223.00	\$302.00
560-03920	10	Pt. Lot 17	0.75	0.30	David J. & Gayle S. Clarke	\$0.00	\$93.00	\$154.00	\$247.00
560-00300	10	S. Pt. Lot 17	2.50	1.01	St. Clair Baptist Church	\$0.00	\$141.00	\$234.00	\$375.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$16,200.00	\$1,318.00	\$1,472.00	\$18,990.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Privately-Owned - Agricultural Lands					Special			Total	
Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Benefit	Benefit	Outlet	Assessment
520-04500	10	Pt. Lot 13	20.00	8.09	* Sandwich South Farms Ltd.	\$0.00	\$1,459.00	\$1,340.00	\$2,799.00
520-04400	10	Pt. Lots 14	20.00	8.09	* Norman P. Jobin	\$0.00	\$1,459.00	\$1,340.00	\$2,799.00
520-04000	10	Pt. Lot 15	24.33	9.85	Susanna MacKenzie	\$0.00	\$1,907.00	\$3,413.00	\$5,320.00
520-04100	10	Pt. Lot 15	24.50	9.91	Sanward Enterprises Inc.	\$0.00	\$1,272.00	\$2,041.00	\$3,313.00
520-04200	10	Pt. Lot 15	28.76	11.64	Edward J. Chittle	\$0.00	\$1,532.00	\$2,397.00	\$3,929.00
520-03500	10	Pt. Lot 16	21.00	8.50	Leonard Mackenzie & Connie Campeau	\$0.00	\$3,606.00	\$3,003.00	\$6,609.00
520-03900	10	Pt. Lot 16	27.20	11.01	Leonard Mackenzie & Connie Campeau	\$2,270.00	\$2,782.00	\$2,432.00	\$7,484.00
510-02100	11	Pt. Lot 16	59.00	23.88	Helene Ann Battersby	\$0.00	\$6,302.00	\$4,918.00	\$11,220.00
560-03900	10	Pt. Lot 17	7.00	2.83	Susanna MacKenzie	\$0.00	\$350.00	\$583.00	\$933.00
Total on Privately-Owned - Agricultural Lands.....						\$2,270.00	\$20,669.00	\$21,467.00	\$44,406.00

SECTION 26 INCREASED COSTS - NON PRO-RATABLE

SECTION 26 INCREASED COSTS - NON PRO-RATABLE				Special Benefit	Benefit	Outlet	Total Assessment
Roll No.	Con.	Description	Owner				
Baseline Road			Town of Tecumseh	\$225,935.00	\$0.00	\$0.00	\$225,935.00
	11	Pt. Lot 16	Hydro One	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Total Section 26 Increased Costs (Non Pro-ratable).....				\$231,435.00	\$0.00	\$0.00	\$231,435.00
TOTAL ASSESSMENT (TOWN OF TECUMSEH)				\$250,405.00	\$31,475.00	\$27,073.00	\$308,953.00
		(Acres)	(Ha.)				
Total Area:		248.56	100.57				
* Denotes Cut-Off Benefit Only							
OVERALL TOTAL ASSESSMENT				\$260,635.00	\$53,073.00	\$77,012.00	\$390,720.00

"SCHEDULE D"
DETAILS OF SPECIAL BENEFIT
10TH CONCESSION DRAIN
TOWN OF TECUMSEH & CITY OF WINDSOR

SPECIAL BENEFIT ASSESSMENT
(GENERAL DESCRIPTION OF SPECIAL BENEFIT)

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
520-03400	Joseph & Helen Diesbourg	<u>Bridge No. 1</u> - Station 1+465 - Supply and install a new 23.0 m long, 1780x1360 mm CSPA culvert complete with sloping stone end walls. (30%)	\$5,000.00	\$1,300.00	\$6,300.00
Unopened Road Allowance	Town of Tecumseh	Portion of trucking cost for excavated material at unopened road allowance (100%)	\$400.00	\$100.00	\$500.00
520-03800	Daniel B. & Nancy E. Ewing	<u>Bridge No. 3</u> - Station 1+222 - Remove existing 1200mm diameter culvert and supply and install new 15.0m long, 1600mm diameter CSP culvert complete with sloping stone endwalls (50%)	\$7,250.00	\$1,900.00	\$9,150.00
		Portion of trucking cost for excavated material at residential properties (100%)	\$200.00	\$50.00	\$250.00
Total for Property Roll No. 520-03800 =			\$7,450.00	\$1,950.00	\$9,400.00
520-03900	Leonard Mackenzie & Connie Campeau	Station 0+850 and Station 1+120 - Installation of rip-rap for private surface swale inlet (100%)	\$1,820.00	\$450.00	\$2,270.00
520-03901	Clifford L. & Connie L. Campeau	Portion of trucking cost for excavated material at residential properties (100%)	\$400.00	\$100.00	\$500.00
090-030-06600	Joseph A. & Brenda A. Gagnon	Station 1+558 and Station 1+754 - Installation of rip-rap for private surface swale inlet (100%)	\$1,820.00	\$450.00	\$2,270.00
090-030-06100	Raymond J. & Elaine J. Simard	Station 1+882 and Station 2+029 - Installation of rip-rap for private surface swale inlet (100%)	\$1,820.00	\$450.00	\$2,270.00
090-030-06000	1741077 Ontario Inc.	Station 2+180 - Installation of rip-rap for private surface swale inlet (100%)	\$908.00	\$230.00	\$1,138.00
090-030-05850	1433310 Ontario Ltd.	Station 2+320 - Installation of rip-rap for private surface swale inlet (100%)	\$908.00	\$230.00	\$1,138.00
090-030-05600	Gerald F. & Agnes D. Lavin	Station 2+623 - Installation of rip-rap for private surface swale inlet (100%)	\$908.00	\$230.00	\$1,138.00
090-030-05400	Norbert L. St. Louis	Station 2+680 - Installation of rip-rap for private surface swale inlet (100%)	\$908.00	\$230.00	\$1,138.00
090-030-04800	882885 Ontario Limited	Station 3+413 - Installation of rip-rap for private surface swale inlet (100%)	\$908.00	\$230.00	\$1,138.00
Total Special Benefit Assessment (Excl. Non Pro-Ratable Costs).....			\$23,250.00	\$5,950.00	\$29,200.00

SPECIAL BENEFIT ASSESSMENT
(SECTION 26 - NON PRO-RATABLE COSTS)

Roll No.	Owner	Item Description	Estimated Cost	Cost of Report	Special Benefit
	Hydro One	Portion of land taken allowance under Section 29 for additional land required on adjacent private property for drain move off from Station 0+000A to Station 0+748A due to location and proximity of hydro poles.	\$5,500.00	\$0.00	\$5,500.00
Baseline Road	Town of Tecumseh	Increased cost of drain move off from Station 0+000A to Station 0+748A including allowances under Section 29 & 30.	\$149,235.00	\$62,500.00	\$211,735.00
		Abandon existing 200 mm diameter CSP (Sta. 0+849) under Baseline Road. Fill with concrete grout. (100%)	\$800.00	\$200.00	\$1,000.00
		Remove and replace existing 11 m long, 450 mm diameter CSP (Sta. 0+780) under Baseline Road with a new 11 m long, 450 mm diameter HDPE pipe. (100%)	\$6,500.00	\$1,650.00	\$8,150.00
		Supply and install rip-rap on north drain bank at Station 1+431. (100%)	\$2,500.00	\$650.00	\$3,150.00
		Supply and install rip-rap on north drain bank at Station 0+850 including concrete block toe support. (100%)	\$1,500.00	\$400.00	\$1,900.00
Total for Town of Tecumseh =			\$160,535.00	\$65,400.00	\$225,935.00
Total Special Benefit Assessment (Non Pro-Ratable Costs).....			\$166,035.00	\$65,400.00	\$231,435.00
OVERALL TOTAL SPECIAL BENEFIT ASSESSMENT					\$260,635.00

"SCHEDULE E-1"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE (BRIDGES ONLY)
10TH CONCESSION DRAIN
TOWN OF TECUMSEH & CITY OF WINDSOR

CITY OF WINDSOR

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Baseline Road	1.00	0.40	City of Windsor	\$0.00	\$0.00	\$176.00	\$176.00
Total on Municipal Lands.....				\$0.00	\$0.00	\$176.00	\$176.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-030-06300	10	Pt. Lot 16	1.06	0.43	Robert R. Coupe & Judy-Ann Loeffen-Coupe	\$0.00	\$0.00	\$73.00	\$73.00
090-030-06400	Plan 1351	Lots 45 & 46	0.34	0.14	Thomas G. & Marie S. Crouchman	\$0.00	\$0.00	\$37.00	\$37.00
090-030-06500	Plan 1351	Lots 47, 86 - 88	0.59	0.24	Gregory Maxwell	\$0.00	\$0.00	\$59.00	\$59.00
090-030-06600	Plan 1351	Lots 4 - 41, 48 - 85, 89 - 173	22.06	8.93	Joseph A. & Brenda A. Gagnon	\$0.00	\$0.00	\$785.00	\$785.00
090-030-06700	10	Pt. Lot 16	0.37	0.15	Rousian Rakhoutine & Lilia	\$0.00	\$0.00	\$40.00	\$40.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$0.00	\$994.00	\$994.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-030-06100	10	Pt. Lot 15	27.50	11.13	Raymond J. & Elaine J. Simard	\$0.00	\$0.00	\$978.00	\$978.00
090-030-06000	10	Pt. Lot 15	15.50	6.27	1741077 Ontario Inc.	\$0.00	\$0.00	\$551.00	\$551.00
090-030-05850	10	Pt. Lot 15	14.50	5.87	1433310 Ontario Ltd.	\$0.00	\$0.00	\$516.00	\$516.00
090-030-05600	10	Pt. Lot 14	29.00	11.74	Gerald F. & Agnes D. Lavin	\$0.00	\$0.00	\$1,032.00	\$1,032.00
090-030-05400	10	Pt. Lot 14	38.00	15.38	Norbert L. St. Louis	\$0.00	\$0.00	\$1,352.00	\$1,352.00
090-030-05200	10	Pt. Lot 13	19.00	7.69	John R. Wilson	\$0.00	\$0.00	\$676.00	\$676.00
090-030-05000	10	Pt. Lot 13	40.00	16.19	Norman P. & Rose M. Jobin	\$0.00	\$0.00	\$1,423.00	\$1,423.00
090-030-04800	10	Pt. Lots 12 & 13	18.60	7.53	882885 Ontario Limited	\$0.00	\$0.00	\$662.00	\$662.00
090-030-04700	10	Pt. Lot 12	5.40	2.19	Sandwich South Farms Ltd.	\$0.00	\$0.00	\$193.00	\$193.00
Total on Privately-Owned - Agricultural Lands.....						\$0.00	\$0.00	\$7,383.00	\$7,383.00

TOTAL ASSESSMENT (CITY OF WINDSOR)						\$0.00	\$0.00	\$8,553.00	\$8,553.00
			(Acres)	(Ha.)					
Total Area:			232.92	94.28					

TOWN OF TECUMSEH

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Baseline Road	4.00	1.62	Town of Tecumseh	\$0.00	\$0.00	\$264.00	\$264.00
Unopened Road Allowance	0.45	0.18	Town of Tecumseh	\$0.00	\$0.00	\$47.00	\$47.00
Total on Municipal Lands.....				\$0.00	\$0.00	\$311.00	\$311.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
520-03800	10	Pt. Lot 16 PLAN 1351 Lot 266 & 267	0.23	0.09	Daniel B. & Nancy K. Ewing	\$0.00	\$0.00	\$13.00	\$13.00
520-03400	10	Pt. Lot 16 PLAN 1351 Lot 184 & 185	0.22	0.09	Joseph & Helen Diesbourg	\$0.00	\$0.00	\$24.00	\$24.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$0.00	\$37.00	\$37.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
520-04000	10	Pt. Lot 15	24.33	9.85	Susanna MacKenzie	\$0.00	\$0.00	\$440.00	\$440.00
520-03500	10	Pt. Lot 16	21.00	8.50	Leonard Mackenzie & Connie Campeau	\$0.00	\$0.00	\$659.00	\$659.00
Total on Privately-Owned - Agricultural Lands.....						\$0.00	\$0.00	\$1,099.00	\$1,099.00

TOTAL ASSESSMENT (TOWN OF TECUMSEH)						\$0.00	\$0.00	\$1,447.00	\$1,447.00
			(Acres)	(Ha.)					
Total Area:			50.23	20.33					
OVERALL TOTAL ASSESSMENT						\$0.00	\$0.00	\$10,000.00	\$10,000.00

"SCHEDULE E-2"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE (DRAIN ONLY)
WITHIN CITY OF WINDSOR FROM STATION 1+431 TO STATION 3+537
10TH CONCESSION DRAIN
TOWN OF TECUMSEH & CITY OF WINDSOR

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Baseline Road	1.00	0.40	City of Windsor	\$0.00	\$64.00	\$83.00	\$147.00
Total on Municipal Lands				\$0.00	\$64.00	\$83.00	\$147.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-030-06300	10	Pt. Lot 16	1.06	0.43	Robert R. Coupe & Judy-Ann Loeffen-Coupe	\$0.00	\$22.00	\$35.00	\$57.00
090-030-06400	Plan 1351	Lots 45 & 46	0.34	0.14	Thomas G. & Marie S. Crouchman	\$0.00	\$11.00	\$17.00	\$28.00
090-030-06500	Plan 1351	Lots 47, 86 - 88	0.59	0.24	Gregory Maxwell	\$0.00	\$17.00	\$28.00	\$45.00
090-030-06600	Plan 1351	Lots 4 - 41, 48 - 85, 89 - 173	22.06	8.93	Joseph A. & Brenda A. Gagnon	\$0.00	\$540.00	\$390.00	\$930.00
090-030-06700	10	Pt. Lot 16	0.37	0.15	Rousian Rakhoutine & Lilla	\$0.00	\$58.00	\$19.00	\$77.00
Total on Privately-Owned - Non-Agricultural Lands						\$0.00	\$648.00	\$489.00	\$1,137.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
090-030-06100	10	Pt. Lot 15	27.50	11.13	Raymond J. & Elaine J. Simard	\$0.00	\$617.00	\$511.00	\$1,128.00
090-030-06000	10	Pt. Lot 15	15.50	6.27	1741077 Ontario Inc.	\$0.00	\$333.00	\$297.00	\$630.00
090-030-05850	10	Pt. Lot 15	14.50	5.87	1433310 Ontario Ltd.	\$0.00	\$324.00	\$285.00	\$609.00
090-030-05600	10	Pt. Lot 14	29.00	11.74	Gerald F. & Agnes D. Lavin	\$0.00	\$666.00	\$597.00	\$1,263.00
090-030-05400	10	Pt. Lot 14	38.00	15.38	Norbert L. St. Louis	\$0.00	\$761.00	\$823.00	\$1,584.00
090-030-05200	10	Pt. Lot 13	19.00	7.69	John R. Wilson	\$0.00	\$385.00	\$420.00	\$805.00
090-030-05000	10	Pt. Lot 13	40.00	16.19	Norman P. & Rose M. Jobin	\$0.00	\$776.00	\$927.00	\$1,703.00
090-030-04800	10	Pt. Lots 12 & 13	18.60	7.53	882885 Ontario Limited	\$0.00	\$370.00	\$440.00	\$810.00
090-030-04700	10	Pt. Lot 12	5.40	2.19	Sandwich South Farms Ltd.	\$0.00	\$56.00	\$128.00	\$184.00
Total on Privately-Owned - Agricultural Lands						\$0.00	\$4,288.00	\$4,428.00	\$8,716.00

TOTAL ASSESSMENT (CITY OF WINDSOR)						\$0.00	\$5,000.00	\$5,000.00	\$10,000.00
				(Acres) (Ha.)					
Total Area:				232.92 94.28					

"SCHEDULE E-3"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE (DRAIN ONLY)
WITHIN TOWN OF TECUMSEH FROM STATION 0+000 TO STATION 3+537
10TH CONCESSION DRAIN
TOWN OF TECUMSEH & CITY OF WINDSOR

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
Baseline Road	4.00	1.62	Town of Tecumseh	\$0.00	\$1,154.00	\$388.00	\$1,542.00
Unopened Road Allowance	0.45	0.18	Town of Tecumseh	\$0.00	\$103.00	\$26.00	\$129.00
County Road No. 43 (11th Con. Rd)	4.20	1.70	County of Essex	\$0.00	\$195.00	\$355.00	\$550.00
Total on Municipal Lands.....				\$0.00	\$1,452.00	\$769.00	\$2,221.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected		Owner	Special	Benefit	Outlet	Total
			(Acres)	(Ha.)		Benefit			Assessment
520-04250	10	Pt. Lot 15 RP12R14826 Pt. 1	1.24	0.50	Edward T. & Melodie A. Valeur	\$0.00	\$19.00	\$37.00	\$56.00
520-03800	10	Pt. Lot 16 PLAN 1351 Lot 266 & 267	0.23	0.09	Daniel B. & Nancy K. Ewing	\$0.00	\$23.00	\$12.00	\$35.00
520-03400	10	Pt. Lot 16 PLAN 1351 Lot 184 & 185	0.22	0.09	Joseph & Helen Diesbourg	\$0.00	\$23.00	\$13.00	\$36.00
520-03901	10	Pt. Lot 16 RP12R5728 Pt. 1	1.00	0.40	Clifford L. & Connie L. Campeau	\$0.00	\$63.00	\$33.00	\$96.00
520-03920	10	Pt. Lot 15 RP12R9554 Pt. 1 RP12R14250 Pt. 1	0.67	0.27	Herbert Henricks	\$0.00	\$15.00	\$30.00	\$45.00
510-02010	11	Pt. Lot 16 RP12R4919 Pt. 1	1.01	0.41	Laurie L. Knight	\$0.00	\$17.00	\$34.00	\$51.00
510-02005	11	Pt. Lot 15 RP12R12199 Pt. 1	0.50	0.20	Ruth Battersby	\$0.00	\$13.00	\$45.00	\$58.00
560-03920	10	Pt. Lot 17	0.75	0.30	David J. & Gayle S. Clarke	\$0.00	\$16.00	\$31.00	\$47.00
560-00300	10	S. Pt. Lot 17	2.50	1.01	St. Clair Baptist Church	\$0.00	\$24.00	\$47.00	\$71.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$213.00	\$282.00	\$495.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
520-04500	10	Pt. Lot 13	20.00	8.09 *	Sandwich South Farms Ltd.	\$0.00	\$240.00	\$272.00	\$512.00
520-04400	10	Pt. Lots 14	20.00	8.09 *	Norman P. Jobin	\$0.00	\$240.00	\$272.00	\$512.00
520-04000	10	Pt. Lot 15	24.33	9.85	Susanna MacKenzie	\$0.00	\$311.00	\$468.00	\$779.00
520-04100	10	Pt. Lot 15	24.50	9.91	Sanward Enterprises Inc.	\$0.00	\$218.00	\$414.00	\$632.00
520-04200	10	Pt. Lot 15	28.76	11.64	Edward J. Chittle	\$0.00	\$262.00	\$486.00	\$748.00
520-03500	10	Pt. Lot 16	21.00	8.50	Leonard Mackenzie & Connie Campeau	\$0.00	\$558.00	\$429.00	\$987.00
520-03900	10	Pt. Lot 16	27.20	11.01	Leonard Mackenzie & Connie Campeau	\$0.00	\$444.00	\$493.00	\$937.00
510-02100	11	Pt. Lot 16	59.00	23.88	Helene Ann Battersby	\$0.00	\$1,002.00	\$997.00	\$1,999.00
560-03900	10	Pt. Lot 17	7.00	2.83	Susanna MacKenzie	\$0.00	\$60.00	\$118.00	\$178.00

Total on Privately-Owned - Agricultural Lands..... \$0.00 \$3,335.00 \$3,949.00 \$7,284.00

TOTAL ASSESSMENT (TOWN OF TECUMSEH) **\$0.00 \$5,000.00 \$5,000.00 \$10,000.00**

(Acres) (Ha.)

Total Area: 248.56 100.57

* Denotes Cut-Off Benefit Only

SCHEDULE 'F'
RELOCATION, REPAIR AND IMPROVEMENT OF THE
10TH CONCESSION DRAIN
IN THE CITY OF WINDSOR & TOWN OF TECUMSEH

SPECIAL PROVISIONS

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of "Schedule F." It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, refer to the sections in the Special Provisions.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour and materials** to complete the following items:

PART A - DRAIN RELOCATION (Sta. 0+000 to Sta. 0+764)

- Tree and brush removal as follows:
 - Station 0+000 to Station 0+764 including the disposal by burning on-site or removal off-site. Clearing shall include the removal of all growth between the south edge of gravel of Baseline Road to 15 metres south of the property limit (very light brushing).
- Strip and replace topsoil as follows:
 - From Station 0+000A to Station 0+748A strip topsoil over proposed open channel limits and stockpile. Load, haul and place stockpiled topsoil over fill materials on existing drain alignment from Station 0+000 to Station 0+756 upon completion of excavation and levelling (approximately 6,100 m²).
- Excavation, hauling, filling and compaction of excavated materials, as follows:
 - Excavation of new channel on private property from Station 0+000A to Station 0+748A with 2 to 1 side slopes and 1 metre bottom width (approximately 7,050 m³).
 - Remove all vegetation, organic debris and topsoil from the existing drain slopes. Fill existing drain channel from Station 0+000 to Station 0+756 including hauling, filling and compaction of material in 250 mm lifts. Compaction to a minimum of 95% standard proctor density. Any excess materials to be hauled away off-site.
- Tile outlet repairs from Station 0+000A to Station 0+748A, as follows:

Tile outlet drains from the south shall be extended using 320 kPa smooth wall high density polyethylene pipe (HDPE). New outlet pipes shall be a minimum 3 metre length of non-perforated pipe complete with rodent grate as follows:

 - Replace all existing 100 mm diameter tile ends with 150 mm diameter HDPE pipe. Approximately 3 locations totalling 9 m of 150 mm diameter HDPE pipe.
 - Replace all existing 150 mm diameter tile ends with 200 mm HDPE pipe. Approximately 1 location totalling 3 m of 200 mm diameter HDPE pipe.
 - Replace all existing 300 mm diameter tile ends with 375 mm HDPE pipe. Approximately 2 locations totalling 6 m of 375 mm diameter HDPE pipe.

- Replace all existing 375 mm diameter tile ends with 450 mm diameter HDPE pipe. Approximately 1 location totalling 3 m of 350 mm diameter HDPE pipe.
- Replace all existing 400 mm diameter tile ends with 450 mm diameter HDPE pipe. Approximately 2 locations totalling 6 m of 450 mm diameter HDPE pipe.
- Seeding of drain banks, grass buffer strips and area over old drain, as follows:
 - Supply and placement of bonded fibre matrix hydro-seed on new drain banks from Station 0+000A to Station 0+748A (approximately 5,900 m²).
 - Establish 1.0 m wide grass buffer strip beyond the top of bank on the south side of the drain from Station 0+020A to Station 0+748A (approximately 723 m²).
 - Lands between the south edge of gravel of Baseline Road and the north top of bank of the new channel (i.e. over the existing drain from Station 0+000 to Station 0+756 plus the land between the new and existing drain) shall be drill-seeded as per specifications (approximately 7,000 m²).
- Rock Flow Check Dam (temporary) (OPSD 219.211) – Station 0+012– Supply and install stone erosion protection (SEP) (approximately 30 m²) including new filter fabric underlay beneath a small rock dam constructed across the drain for silt and sediment control measures during construction.
- Supply and install stone erosion protection on drain bank Station 0+722A to Station 0+747A complete with filter fabric underlay (minimum 300 mm thickness) (approximately 75 m²).
- Supply and install stone erosion protection at outlet into Sullivan Creek complete with filter fabric underlay (minimum 300 mm thickness) (approximately 145 m²).
- Excavation of a 300 mm deep and 1.0 m wide bottom, refuge stilling pool in the new channel below the design gradeline from Station 0+040A to Station 0+050A (10 m). Also included is a 200 mm thick stone rip-rap lining complete with filter fabric underlay.
- Temporary silt control measures during construction at Station 0+020.

PART B - DRAIN CLEAN OUT- from County Road 43 (Station 0+764) to upper end of drain (Station 3+537)

- Tree and brush removal from Station 0+774 to Station 3+537 with trimming and/or removal of existing trees within the drain as required to accommodate the drainage works excluding ornamental trees where possible. The work shall include disposal of brush by means of stockpiling and burning where permitted or alternatively trucked off-site (medium brush removal).
- Excavation, trucking and/or levelling of excavated materials, as follows:
 - Excavation of drain bottom, as follows:
 - Station 0+774 to Station 3+537, totalling 2,763 m of drain and approximately 1,230 m³ of material.
 - Levelling of excavated materials at all agricultural properties (approximately 1,170 m³ of material).
 - Trucking of excavated materials to adjacent agricultural lands, at all residential properties, grassed lawns and unopened road allowance (Sta. 1+444 to Sta. 1+554), totalling approximately 60 m³ of material.

- Seeding of 1.0 m wide grass buffer strip beyond the top of bank on the south side of the drain from Station 0+774 to Station 1+440 (with the exception of the residential lawns) and on the east side of the drain from Station 1+450 to Station 3+537 (approximately 2,750 m²).
- Install rip-rap surface water inlets as shown on typical drawing (approximately 15 m² each) in locations determined on-site by the Drainage Superintendent (approximately 11 locations in total).
 - Sta. 0+850 (small drain – from south)
 - Sta. 1+120 (small drain – from south)
 - Sta. 1+558 (small drain – from west)
 - Sta. 1+754 (small drain – from west)
 - Sta. 1+882 (small drain – from west)
 - Sta. 2+029 (small drain – from west)
 - Sta. 2+180 (small drain – from west)
 - Sta. 2+320 (small drain – from west)
 - Sta. 2+623 (small drain – from west)
 - Sta. 2+680 (surface runoff – west side)
 - Sta. 3+413 (surface runoff – west side)
- Temporary silt control measures during construction at Station 0+776.
- Traffic Control, Plans and Signage in accordance with the current version of the Ontario Traffic Manual and the Occupational Health and Safety Act.
- Bridge No. 1 – Station 1+450 (Roll No. 520-03400)-Supply and installation of a new 23 m long, 1780 mm x 1360 mm aluminized corrugated steel pipe arch (CSPA) with clear stone bedding under pipe up to pipe springline and filter fabric overlay (approximately 65 tonnes), Granular ‘B’ backfill up to underside of Granular ‘A’ at driveway (approximately 60 tonnes). Beyond driveway surface, clean native or imported clean backfill material from springline of pipe to the top of existing ground (approximately 40 m³). Restoration of granular driveway surface with compacted Granular ‘A’ (crushed limestone), minimum 200 mm thickness (approximately 20 tonnes). Restoration of all grassed areas including placement of 100 mm thick imported screened topsoil layer and seeding (approximately 35 m²). Sloping stone end walls (approximately 30 m²).
- Bridge No. 3 – Station 1+222 (Roll No. 520-03500) Remove and dispose of existing 1200 mm diameter, 5.5 m long pipe culvert including end walls off site. Supply and installation of a new 15.0 m long, 1600 mm diameter aluminized corrugated steel pipe (CSP) with clear stone bedding with filter fabric overlay (approximately 20 tonnes), full Granular ‘B’ backfill up to underside of Granular ‘A’ driveway surface material (approximately 110 tonnes). Beyond driveway surface, clean native or imported clean backfill material (approximately 20 m²). Restoration of granular driveway surface with compacted Granular ‘A’ (crushed limestone), minimum 200 mm thickness (approximately 25 tonnes). Restoration of all grassed areas including placement of 100 mm thick imported screened topsoil layer and seeding (approximately 35 m²). Sloping stone end walls (approximately 45 m²).

3.0 ACCESS TO THE WORK

Access to the 10th Concession Drain from Station 0+000 to Station 1+440 shall be from Baseline Road and County Road 43. Access to the 10th Concession Drain relocation (Station 0+000 to Station 0+764) shall be from an existing farm access culvert over the Battersby Drain just south of Baseline Road on the east side of County Road 43. Access to the 10th Concession Drain from Station 1+440 to 3+537 shall be across Bridge No. 2 and the unopened road allowance. The Contractor shall make his/her own arrangements for any additional access for his/her convenience. Any damages resulting from the Contractor’s access to the drain shall be rectified to pre-existing conditions at his/her expense.

4.0 WORKING AREA

For all works between Station 0+000 and Station 0+764, the working area shall be the road allowance of Baseline Road to the south of the driving surface. On private lands south of the existing 10th Concession Drain, the working area shall include the area required to accommodate the proposed open channel, a 1 metre wide buffer strip on the south side of the new drain and a 9.0 m wide temporary working corridor south of the buffer strip will be provided for the temporary stockpiling of the topsoil stripped from the site and works on the drain. No excavated material will be left on this temporary working corridor. The width of the temporary topsoil stockpile corridor shall be 9.0 m wide.

The working area from Station 0+764 to Station 1+466 shall be the road allowance of Baseline Road to the south of the driving surface. On private lands south of the existing 10th Concession Drain, the working area shall include a 9.0 temporary working corridor south of the buffer strip.

The working area from Station 1+466 to Station 3+537 shall be on private lands east of the existing 10th Concession Drain and shall include a 9.0 temporary working corridor east of the buffer strip.

With the exception of the off-loading of equipment, trucking of excavated materials and construction materials, no other work shall commence from the driving surface of Baseline Road or County Road 43. The road must remain open at all times.

Any damages to lands and/or roads from the Contractor's work within the working areas shall be rectified to pre-existing conditions at his/her expense.

5.0 DRAIN RELOCATION/OPEN CHANNEL WORKS

5.1 Setting Out

Benchmarks are provided on the attached drawings (drawing 8 of 8). From these benchmarks, the contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centreline stakes, grade stakes, offsets, and sight rails.

If, during the setting out, the contractor finds an error in the benchmarks provided by the Engineer in the attached drawings, or is uncertain as to the interpretation of the information provided or the work intended, he shall notify the Engineer immediately for additional verification or clarification before proceeding with construction.

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the work.

If, at any time during the progress of the works, an error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer.

5.2 Profile and Excavation of New Drain

Excavation shall be carried out in accordance with the profile shown on the drawings for the drain relocation. In all cases, the Contractor shall use the benchmarks to establish the proposed grade. However, for convenience, the drawings provide the approximate depth from the surface of the ground and from the existing drain bottom to the proposed grades. **The Contractor shall not excavate deeper than the gradelines shown on the drawings.**

Should over excavation of the drain bank occur, the Contractor will not be permitted to repair with native material packed into place by the excavator and re-shaped. Should over excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

The contractor shall complete the excavation of the new course of the drain from Station 0+000A to Station 0+748A. The subsoil is to be excavated from the new course, and placed directly in the existing drain as long as it is spread in uniform full width layers of not more than 250 mm depths to ensure proper compaction practices as described below.

All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.

The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

5.3 Alignment and Dimensions

Alignment of the new open channel for the 10th Concession Drain from Station 0+000A to Station 0+723A shall be so that the north top of bank of the new open channel is 3.5 metres to the south of the south top of bank of the existing open channel.

The north and south banks shall be constructed at a slope of 1 vertical to 2 horizontal from the ground surface to the grade specified on the appropriate profile drawing. At the proper grade, a 1.0 metre wide drain bottom shall be constructed.

Layout of the working limits shall be determined by the area required to accommodate the specified dimensioning along with the specifications of the working corridor in Section 4.0 'Working Area.'

5.4 Obstructions

All brush, timber, logs, stumps, stones or other obstructions that interfere with the construction of the drain, encountered along the course of the drain are to be removed by the Contractor. Timber, logs and stumps are to be dealt with in the same manner as specified for brush and trees. Large stones and other similar material are to be piled near the limit of the working corridor and the disposal of this material will be the responsibility of the landowner.

Where the new drain alignment encounters private open drains it may be necessary to remove pipes which have been installed as erosion protection in the mouth of the open private drain. These pipes are to be removed with reasonable care and deposited on the adjacent land at the edge of the working corridor. The landowner shall remain responsible to replace the pipe in the private drain or dispose of it as they prefer.

5.5 Topsoil Strip and Replace

Topsoil shall be stripped for a minimum depth of 150 mm from the proposed open drain alignment including all trenches excavated across lawn areas. The topsoil shall be stockpiled south of the proposed open channel in a temporary 9.0 m wide corridor. Later, the topsoil will be spread on the existing abandoned drain alignment, the banks of the new drain and the disturbed lawn areas. A minimum depth of topsoil over the old course of the drain is 150 mm. A 50 mm layer of topsoil shall be placed and graded on the banks of the new drain. Disturbed lawn areas shall be top dressed with a minimum 100 mm of topsoil.

Excess topsoil shall not be removed from the site. Excess topsoil shall be used to repair settlements and increase the topsoil thickness over the filled alignment.

It is anticipated that the amount of topsoil stripped from proposed open channel alignments will be greater than the amount required to dress the entire surface of the filled alignment however, if needed, the Contractor shall import screened topsoil to complete the work at their expense.

5.6 Filling and Levelling of Existing Drain

Native soil materials removed from new alignment of the 10th Concession Drain shall be used to fill the existing open drain from Station 0+000 to Station 0+756. Excess excavated materials shall require trucking and hauling off-site and disposed of at the Contractor's expense. Prior to the infilling of the open drain, the contractor shall remove all vegetation, organic debris and topsoil from the existing drain slopes and haul off-site and dispose of at the Contractor's expense. The native materials used to fill the drain shall be placed in maximum 250 mm loose lifts, with the exception of within accesses and tile drain extensions as described herein, and compacted with sheepsfoot type compaction equipment capable of achieving 95% of the maximum standard proctor density or better. The contractor shall use benching when filling in the drain as per OPSD 208.010 with bench lifts not exceeding 0.6 metres. Fill shall be placed in the existing drain to the surface to match existing grade. **Furthermore, the contractor shall confirm with the Drainage Superintendent that all existing lateral and main tile outlets have been found and marked prior to infilling the drain.**

Each layer shall be compacted to a Standard Proctor Dry Density of 95% by repetitive passes over the fill area with standard levelling equipment or compaction equipment if necessary. Then, the excess excavated subsoil is to be placed and graded in the area of the existing drain and the areas where topsoil was stripped on both sides of the existing drain. These areas are to be levelled and graded to provide a uniform contour and slope.

Then, the stockpiled topsoil removed from this area is to be replaced and spread over the entire area. The grading and re-levelling of this area is to be carried out to the satisfaction of the Drainage Superintendent in charge. The finished work shall allow for drainage of surface runoff without ponding.

Alternative methods or procedures for completing the earthworks may be proposed by the Contractor for approval of the engineer prior to construction. All work must be acceptable to the Drainage Superintendent in charge.

It may be required to relocate excavated material on-site for use in other locations to reach the desired grade elevation and contours for the area where the existing drain is backfilled. On-site relocation shall be completed at the expense of the Contractor.

Materials in excess of that required to fill the drain shall be hauled off-site to an approved dumping location. Topsoil shall not be removed from the site but is to be used as the top layer of backfill for the abandoned open drain.

5.7 Outlet Pipes

Outlet drains shall be extended through the new south drain bank using 320 kPa smooth wall high density polyethylene pipe (HDPE). Each outlet pipe shall be a minimum 3 metre length of non-perforated pipe complete with rodent grate per Section 9.0 'Tile Outlet Repairs.'

6.0 STONE EROSION PROTECTION (SEP)

Erosion protection, as specified in the locations on the drawings, shall be constructed of quarry stone rip-rap consisting of 150 - 250 mm sized clear quarry angular limestone materials placed over a non-woven filter fabric Terrafix 270R or approved equivalent.

At locations where surface water run-off enters the drain, as determined on site by the Drainage Superintendent, the contractor shall install surface water inlets.

7.0 ROCK CHECK DAMS

Rock check dams shall be installed at the downstream end of the proposed works prior to commencing construction. The location and exact dimensions of the rock check dams will be confirmed with the Drainage Superintendent prior to their installation. Installation shall be in accordance with OPSD 219.211 with the modifications to size as discussed with the Drainage Superintendent.

The rock check dams will not be removed until vegetation is established in the new channel or as directed by the Drainage Superintendent.

8.0 REFUGE STILLING POOL

The Contractor shall construct a refuge stilling pool in the bottom of the new open drain from Station 0+040A to Station 0+050A. The contractor shall excavate the pool in the drain bottom to enhance fish habitat. The pool shall have a length of 10 metres, a bottom width of 1.0 metres with 1:1 side slopes and a depth below design grade of 300 mm. A stone rip-rap lining, countersunk and 200 mm thick with filter fabric underlay, shall be placed in the bottom. The pool shall be centred on the finished bottom width of the drain as specified herein. Material excavated from the pool shall be disposed of in the same manner as all other material excavated from the channel bottom.

9.0 TILE OUTLET REPAIRS

For tile outlets along the south drain bank of the relocated drain, the Contractor shall excavate a sufficient distance into the south drain bank of the new open channel to accommodate the proposed inlet pipe replacements and/or relocations from the north side of the drain. New high density polyethylene (HDPE) pipes shall have a smooth interior wall, a minimum 320 kPa pipe stiffness and conform to ASTM D3350, CAN/CSA B182.6-M92 and OPSS 1840.

New plastic drainage tubing if required shall be black (UV resistant) corrugated, high density, polyethylene tubing, made with high density polyethylene resin, meeting or exceeding Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D1248 and shall have a minimum pipe stiffness of 170 kPa and 210 kPa at 5% deflection, when tested in accordance with ASTM D2412.

All connections to the existing tile shall be in a silt-tight manner, as approved by the Drainage Superintendent. When connecting two (2) pieces of plastic drainage tubing, the Contractor shall use factory manufactured snap, insert or split couplers that are silt-tight. The area of the bank disturbed by the repairs and/or relocation shall be backfilled with compacted native material and shaped to match the contour of the adjacent drain bank. The Contractor shall minimize disturbance of the very sensitive banks. As specified below, disturbed areas shall then be covered with filter fabric and 300 mm of graded rip-rap stone (125 - 250 mm clear quarried rock or OPSS 1001, with quantity of stone shown below). When cutting back the existing plastic drainage tubing exposes white tubing (non-UV resistant), the Contractor shall replace the last 3.0 m of drainage tubing, as specified above with black (UV resistant) tubing.

10.0 SEEDING OF FILLED OLD DRAIN ALIGNMENT

Prior to seeding, all areas to be seeded shall be fine graded, and loosened to a minimum depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Grass seed shall be Canada No. 1 residential lawn grass seed mixture, as follows:

Creeping Red Fescue	30%
Premium Kentucky Bluegrass	25%
Turf-Type Perennial Rye Grass	45%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m². Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

Seeding shall be carried out immediately following the drain construction and shall be **drilled** into the topsoil layer. The Contractor shall note that seeding will not be deemed complete, until the seed has established and formed a protective mat over the soil (taken). Accordingly, the Contractor will be required to continue seeding until the Engineer and the Drainage Superintendent are satisfied with the area seeded under this item.

11.0 HYDRAULIC SEEDING OF DRAIN BANKS ON NEW DRAIN CHANNEL & GRASS BUFFER STRIP ALONG NEW DRAIN CHANNEL

The newly established drain banks and all existing grassed areas disturbed by construction shall be hydraulic mulch seeded as specified herein. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of.

Bonded Fibre Matrix shall consist of thermally refined wood fibers and 10% cross-linked hydro-colloidal tackifiers. It should be 100% biodegradable. The curing period shall be not more than 48 hours. Bonded Fibre Matrix shall be hydraulically applied and after application be capable of adhering to the soil. In a dry state, shall be comprised of not less than 70% by weight of long, stranded wood fibres held together by organic or mineral bonding agents or both.

Bonded Fibre Matrix shall be applied at a minimum rate of 3,700 kg of dry product per 10,000 m². It shall be thoroughly mixed with water in a hydraulic seeder and mulcher at a rate of 20-30 kg of dry product to 500-600 litres of water to form a homogeneous slurry. Refer to OPSS.PROV 804 for specifications.

Seeding and mulching shall be a one step process in which the seed, fertilizer and hydraulic mulch are applied simultaneously in a water slurry via the hydraulic seeder/mulcher. The materials shall be added to the supply tank while it is being loaded with water. The materials shall be thoroughly mixed into a homogeneous water slurry and shall be distributed uniform, cohesive mat over the prepared surface. The materials shall be measured by mass or by a mass-calibrated volume measurement, acceptable to the Drainage Superintendent.

The hydraulic seeder/mulcher shall be equipped with mechanical agitation equipment capable of mixing the materials into a homogenous state until applied. The discharge pumps and gun nozzles shall be capable of applying the material uniformly.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m².

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The hydraulic seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

PART B – DRAIN CLEAN OUT – Station 0+776 to Station 3+537

12.0 BRUSHING

Brushing shall be carried out on the entire drain within the above identified sections of the drain where required and as specified herein. All brush and trees located within the drain side slopes shall be cut parallel to the side slopes, as close to the ground as practicable. Tree branches that overhang the drain shall be trimmed. Small branches and limbs are to be disposed of by the Contractor along with the other brush. Tree stumps, where removed to facilitate the drain excavation and reshaping of the drain banks, may be burned by the Contractor where permitted; otherwise, they shall be disposed of, off the site. The Contractor shall make every effort to preserve mature trees which are beyond the drain side slopes, and the working corridors. If requested to do so by the Drainage Superintendent, the Contractor shall preserve certain mature trees within the designated working corridors (see Section 4.0).

Except as specified herein, all brush and trees shall be stockpiled adjacent to the drain within the working corridors. Stockpiles shall not be less than 100 m apart and shall be a minimum of 2.0 m from the edge of the drain bank. All brush, timber, logs, stumps, large stones or other obstructions and deleterious materials that interfere with the construction of the drain, as encountered along the course of the drain are to be removed from the drain by the Contractor. Large stones and other similar material shall be disposed of by the Contractor off the site.

Following completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which remain standing, disposing of the branches cut off along with other brush and leaving the trees in a neat and tidy condition. Brush and trees removed from the working area are to be put into piles by the Contractor, in locations where they can be safely burned, and to be burned by the Contractor after obtaining the necessary permits, as required. If, in the opinion of the Drainage Superintendent, any of the piles are too wet or green to be burned, he shall so advise the Contractor to haul away the unburned materials to an approved dump site. Prior to, and during the course of burning operations, the Contractor shall comply with the current guidelines prepared by the Air Quality Branch of the Ontario Ministry of Environment and shall ensure that the Environmental Protection Act is not violated. Since the trees and brush that are cut off flush with the earth surface may sprout new growth later, it is strongly recommended that the Municipality make arrangements for spraying this new growth at the appropriate time so as to kill the trees and brush.

As part of this work, the Contractor shall remove any loose timber, logs, stumps, large stones or other debris from the drain bottom and from the side slopes. Timber, logs, stumps, large stones or other debris shall be disposed of off-site.

13.0 EXCAVATION AND LEVELLING OF EXCAVATED MATERIALS

13.1 Excavation of Existing Drain Channel

In all cases, the Contractor shall use the benchmarks to establish the proposed grade. However, for convenience, the drawings provide the approximate depth from the surface of the ground and from the existing drain bottom to the proposed grades. The Contractor shall not excavate deeper than the gradelines shown on the drawings. Should over-excavation of the drain bank occur, the Contractor will not be permitted to repair with native material packed into place by the excavator and reshaped. Should over-excavation occur, the Contractor will be required to have a bank repair detail engineered by a Professional Engineer (hired by the Contractor), to ensure long term stability of the bank is maintained. Such repairs shall be subject to approval by the Engineer and will be at no extra cost to the item.

All excavated material shall be handled as specified in Section 5.6. Materials deposited on the farmlands shall be within the working corridors, at least 1.0 m from the top of the drain bank, or as specified on the drawings. Upon allowing drying of excavated materials (if necessary) and as approved by the Drainage Superintendent, the Contractor shall level excavated materials in accordance with Section 5.6. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.

Seeding of the disturbed drain banks shall be completed immediately following drain construction and as specified in Section 11.0.

All excavation work shall be done in such a manner as to not harm any vegetation or trees, not identified in this report or by the Drainage Superintendent for clearing. Any damages to trees or vegetation caused by the Contractors work shall be rectified to the satisfaction of the Drainage Superintendent.

Where there are existing grass buffer strips, the excavated material shall be deposited beyond (east of) the buffer strip. The excavator, if possible, should not occupy the grass buffer strip. If it is found absolutely necessary to occupy the grass buffer strip, the contractor shall repair any damage and reseed the damaged area.

The Contractor shall exercise caution around existing tile inlets and shall confirm with the property owners that all tiles have been located and tile ends repaired as specified.

It is possible that some tile ends will have to be repaired as well as some surface drain outlets and bank failures. These repairs are to be at the expense of the landowner. See Assessment Rationale-Open Drain Improvements section of the report which covers these repairs.

13.2 Cleaning Of Private Access Culverts

The Contractor shall clean the existing pipes or culverts to their full capacity and cross section or width. The operation may be carried out by mechanical means or by flushing. Any damage resulting from the Contractor's operation shall be rectified at his expense. All material removed from the pipes or culverts shall be transported to a dump site arranged by the Contractor. The Contractor shall be solely responsible for acquiring all permits required for the dump site. The Contractor shall take precautions during the construction period to avoid re-sedimentation of the pipes and culverts. Any sediment deposited as a result of construction activities shall be removed at the Contractor's expense.

13.3 Levelling of Excavated Materials

Excavation of the drain bottom shall be completed as specified in Section 13.1, above and also as specified below and as shown on the drawings.

Excavated drain materials shall be spread to a depth not to exceed 150 mm, unless specified otherwise on the drawings. The material shall be sufficiently levelled to allow further working by agricultural implements. All stones and other debris removed from the drain, which may interfere with agricultural implements, shall be disposed of off-site. Excavated material shall not be placed on dykes, in ditches, tiles or depressions intended to conduct water into the drain.

13.4 Trucking of Excavated Materials

Excavated materials are the property of the Contractor and trucking of excavated materials to off-site disposal site to be arranged by Contractor for all residential properties.

The Contractor shall be solely responsible for acquiring any and all permits and approvals required prior to hauling and disposal of materials off-site. The Contractor shall restore any such areas which are damaged by his operations, to original or better condition. The Contractor will be held liable for damages to roads, sodded areas and gardens, resulting from his non-compliance with these Specifications.

14.0 GRASS BUFFER STRIPS

A 1.0 metre wide grass buffer shall be established and preserved immediately adjacent to the east bank of the open channel. Grass buffer strips are to be established as indicated in Section 2.0 'Description of Work'. Establishment of grass buffer strips shall be executed using the same seeding methods as described in Section 15.0 of the Special Provisions.

15.0 SEEDING OF GRASS BUFFER STRIPS

All existing grassed areas disturbed by construction or as identified as new or existing grass buffers shall be seeded as specified herein. The existing ground surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of. If mulching is required, it shall be carried out by the contractor as part of the item's tendered price.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m².

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m². It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

The seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.

16.0 ABANDON EXISTING PIPE UNDER BASELINE ROAD

The Contractor shall be required to prepare the existing pipe, where indicated on the drawings, to be abandoned.

This work shall include filling the existing 200 mm diameter corrugated steel pipe with a weak sand/cement grout, which has a minimum 28 day compressive strength of 0.40 MPa. The grout shall have a minimum slump of 150 mm at the point of discharge, and shall flow freely so that it is capable of filling all voids within the pipe. The Contractor shall implement whatever measure necessary to ensure all voids within the pipe are filled.

17.0 ACCESS BRIDGE WORK

17.1 Location of New Bridge

The bridge shall be located and installed as shown on the drawings.

17.2 Removal of Existing Bridges

All materials including existing piping and bridge end wall materials shall be removed from the existing drain alignments. The removed materials shall be hauled away to an approved dump site.

17.3 Materials for New Access Bridge

Materials should be as follows:

<i>Bridge Pipe</i>	<u>Bridge No. 1 – Station 1+450 (Unopened Road Allowance)</u> – New 23 m long, 1780 x 1380 mm aluminized corrugated steel pipe arch (CSPA) wall thickness of 2.8 mm and 125 mm x 25 mm corrugations. <u>Bridge No. 3 – Station 1+222 (Roll No. 520-03800)</u> – New 15.0 m long, 1600 mm diameter aluminized corrugated steel pipe (CSP) wall thickness of 2.8 mm and 125 mm x 25 mm corrugations.
<i>Pipe Bedding</i>	20-25 mm clear stone conforming to OPSS Division 10. Minimum 150 mm thickness.
<i>Backfill</i>	Granular 'B' conforming to OPSS Division 10.
<i>Backfill- Driveway</i>	Granular 'B' to underside of Granular 'A' driveway material conforming to OPSS Division 10.
<i>Backfill- Beyond Driveway Surface</i>	Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances. Alternatively, Granular 'A' or 'B' conforming to OPSS Division 10 at the contractor's expense.
<i>Driveway Surface</i>	Granular 'A' made from crushed limestone conforming to OPSS Division 10. Minimum 200 mm thickness.
<i>Filter Fabric</i>	"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.
<i>Sloping Stone End Walls</i>	All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS.Muni 1001. Minimum 300 mm thickness.

17.4 Lateral Tile Drains

Should the Contractor encounter any lateral tiles within the proposed bridge limits, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new bridge. **Tile drain outlets through the wall of the new bridge pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

17.5 Access Bridge Installation

Bridge No. 1 shall be set to the invert elevations shown on Drawing 4 of 8. This provides for the 10% embedment of the invert below the design grade. Suitable dykes shall be constructed in the drain so that the installation can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the bridge construction, as shown on the drawings. Granular materials shall be compacted to 98% of their maximum dry density. The Contractor shall exercise caution not to damage existing utility services that may cross the drain in the vicinity of the bridges. The Contractor shall arrange for field locates of all utilities to be completed prior to excavation. Any damage caused to any utility by the Contractor's actions shall be repaired to the satisfaction of the utility, at the Contractor's expense.

17.6 Sloping Stone End Walls

Sloping stone end walls shall be constructed of quarry stone rip-rap, as shown on the drawings and as specified herein. Each end wall shall extend from the invert of the new bridge to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal, with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain. The minimum thickness requirement of the erosion stone layer is 300 mm, with no portion of the filter fabric to be exposed.

17.7 Native Materials (Beyond Road Limits)

Native materials suitable for use as backfill beyond the limits of the road surface and shoulders, as defined under Section 12.2, shall be salvaged from the existing bridge sites as required to complete the work as shown on the drawings and/or from the drain widening between Station 0+061 to Station 1+046. Any surplus native materials (if any) not required in the bridge installation shall be disposed of in the working corridor between Station 0+061 and Station 1+046.

17.8 Site Cleanup and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

4.0 GENERAL CO-ORDINATION

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage. All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical Manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

10.0 APPROVALS, PERMITS AND NOTICES

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

11.0 SUBLETTING

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

12.0 TIME OF COMPLETION

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

13.0 TRAFFIC CONTROL

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**.

Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

14.0 SITE CLEANUP AND RESTORATION

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

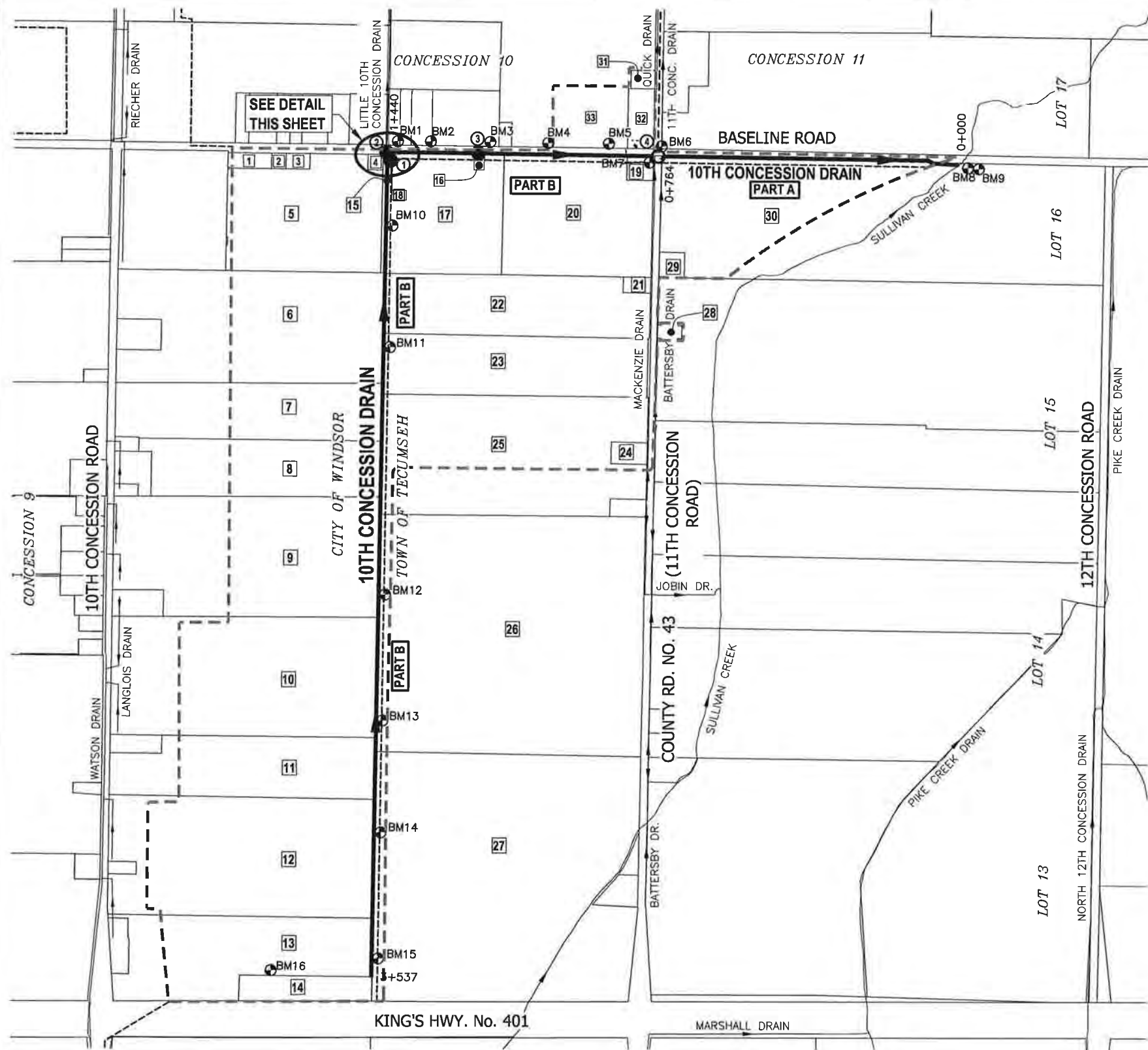
16.0 FINAL INSPECTION

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

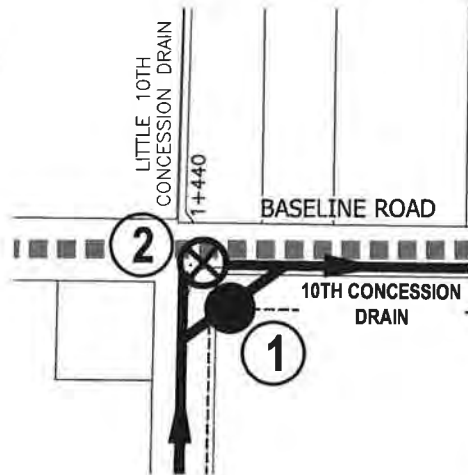
Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.



OVERALL PLAN
SCALE 1:12,500



DETAIL
NOT TO SCALE

WORKING AREAS

STATION 0+000 TO 0+764:
SOUTH SIDE OF BASELINE ROAD TO
9.0m SOUTH OF SOUTH BUFFER
STRIP ON NEW OPEN DRAIN.

STATION 0+764 TO 1+466:
SOUTH SIDE OF BASELINE ROAD TO
9.0m SOUTH OF SOUTH BUFFER
STRIP ON EXISTING OPEN DRAIN.

STATION 1+466 TO 3+537:
9.0m EAST OF EAST BUFFER STRIP
ON EXISTING OPEN DRAIN.

PART A

DRAIN RELOCATION

PART B

DRAIN CLEANOUT &
ACCESS BRIDGE
REPLACEMENTS

NOTE:

SITE BENCHMARKS-SEE PAGE 8 OF 8

Windsor Parcel Ownership 10th CONCESSION DRAIN

PARCEL NO	ROLL NO.	LOT, CON.	OWNER
1	090-030-06300	LOT 16, CON. 10	ROBERT R. & JUDY-ANN COUPE
2	090-030-06400	LOTS 45&46 PLAN 1351	THOMAS G. & MARIE S. CROUCHMAN
3	090-030-06500	LOTS 47, 86 TO 88 PLAN 1351	GREGORY MAXWELL
4	090-030-06700	LOT 16, CON. 10	ROUSIAN RAKHOUTINE & LILIA DEMENEVA
5	090-030-06600	LOTS 4 TO 41, 48 TO 85, 89 TO 173 PLAN 1351	JOSEPH A. & BRENDA A. GAGNON
6	090-030-06100	LOT 15, CON. 10	RAYMOND J. & ELAINE J. SIMARD
7	090-030-06000	LOT 15, CON. 10	1741077 ONTARIO INC.
8	090-030-05850	LOT 15, CON. 10	1433310 ONTARIO LTD
9	090-030-05600	LOT 14, CON. 10	GERALD F. & AGNES D. LAVIN
10	090-030-05400	LOT 14, CON. 10	NORBERT L. ST. LOUIS
11	090-030-05200	LOT 13, CON. 10	JOHN R. WILSON
12	090-030-05000	LOT 13, CON. 10	NORMAN P. & ROSE M. JOBIN
13	090-030-04800	LOTS 12&13, CON. 10	882885 ONTARIO LIMITED
14	090-030-04700	LOT 12, CON. 10	SANDWICH SOUTH FARMS LTD.

Tecumseh Parcel Ownership 10th CONCESSION DRAIN

PARCEL NO	ROLL NO.	LOT, CON.	OWNER
15			TOWN OF TECUMSEH
16	520-03800	LOT 16, CON. 10	DANIEL B. & NANCY K. EWING
17	520-03500	LOT 16, CON. 10	LEONARD MACKENZIE & CONNIE CAMPEAU
18	520-03400	LOT 16, CON. 10	JOSEPH & HELEN K. DIESBOURG
19	520-03901	LOT 16, CON. 10	CLIFFORD L. & CONNIE L. CAMPEAU
20	520-03900	LOT 16, CON. 10	LEONARD MACKENZIE & CONNIE CAMPEAU
21	520-03920	LOT 15, CON. 10	HERBERT HENRICKS
22	520-04000	LOT 15, CON. 10	SUSANNA MACKENZIE
23	520-04100	LOT 15, CON. 10	SANWARD ENTERPRISES INC.
24	520-04250	LOT 15, CON. 10	EDWARD T. & MELODIE A. VALEUR
25	520-04200	LOT 15, CON. 10	EDWARD J. CHITTLE
26	520-04400	LOT 14, CON. 10	NORMAN P. JOBIN
27	520-04500	LOT 13, CON. 10	SANDWICH SOUTH FARMS LTD.
28	510-02005	LOT 15, CON. 11	RUTH BATTERSBY
29	510-02010	LOT 16, CON. 11	LAURIE L. KNIGHT
30	510-02100	LOT 16, CON. 11	HELENE ANN BATTERSBY
31	560-03920	LOT 17, CON. 10	DAVID J. & GAYLE S. CLARKE
32	560-00300	LOT 17, CON. 10	ST. CLAIR BAPTIST CHURCH
33	560-03900	LOT 17, CON. 10	SUSANNA MACKENZIE

LEGEND

- 10TH CONCESSION DRAIN DRAINAGE AREA
- 10TH CONCESSION DRAIN
- OTHER DRAINS
- 9 METRE WORKING CORRIDOR
- BRIDGE REPLACEMENT
- EXISTING BRIDGE
- ⊗ FUTURE BRIDGE WORKS
- LOCAL BENCHMARK



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use.
Report any discrepancies to Dillon Consulting Limited

Do not scale dimensions from drawing

Do not modify drawing, re-use it, or use it for purposes other
than those intended at the time of its preparation without prior
written permission from Dillon Consulting Limited

No	ISSUED FOR	314	DATE	BY
3	FINAL REPORT		MAR 16/15	CDT
2	PRE-CONSIDERATION MEETING		FEB 19/15	CDT
1	CLIENT REVIEW		JAN 29/15	CDT

DESIGN	REVIEWED BY
CDT	JJT
DRAWN	CHECKED BY
DH	TRO
DATE	March 16, 2015
SCALE	AS SHOWN

PROJECT NO.	13-8559
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE

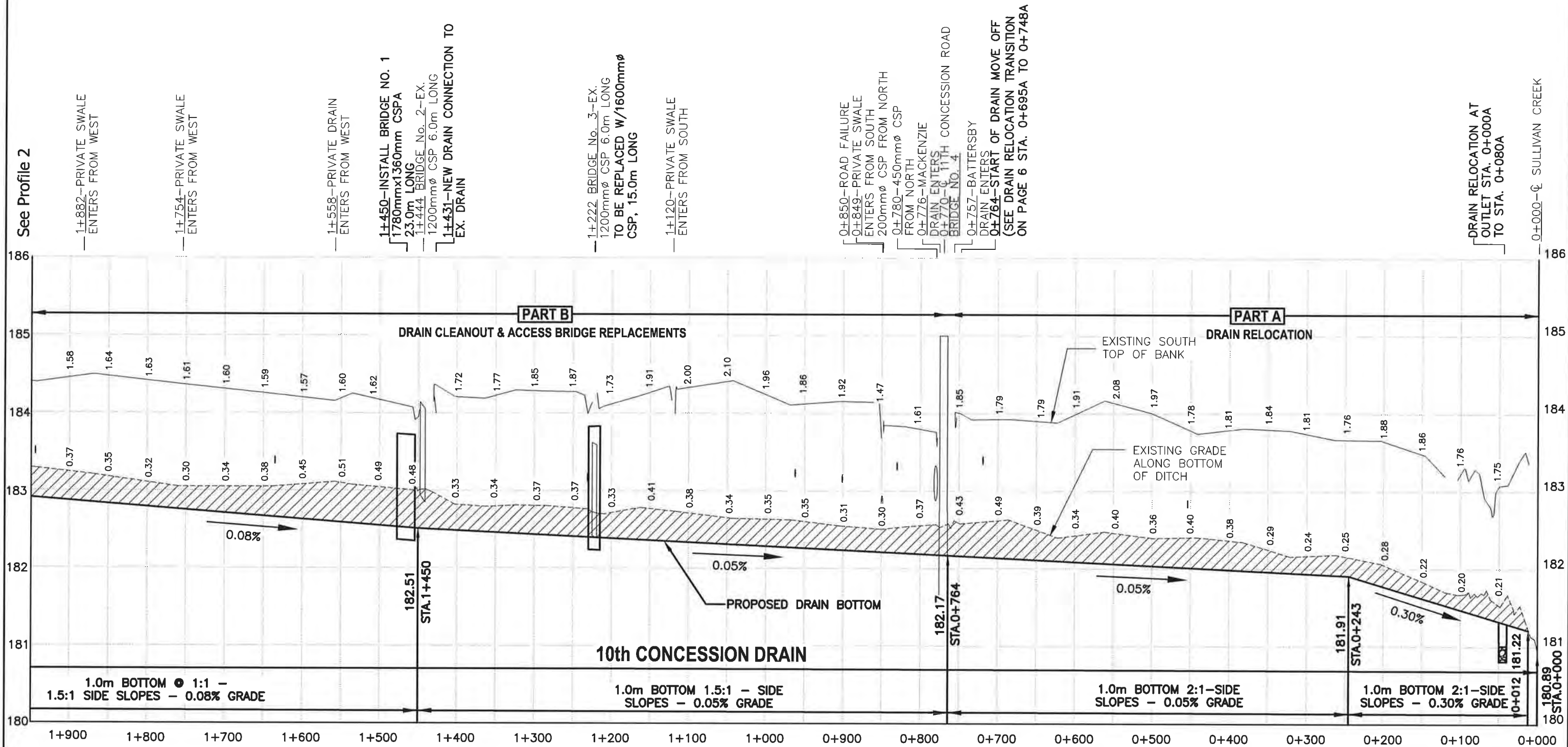
OVERALL PLAN

PAGE NO.

1 of 8

Mar 16, 2015 - 2:07pm G:\CAD\138559 10th Con Drain\03-Drainage\02-Design\138559-Details (FINAL Mar 2015).dwg

See Profile 2



PROFILE STA. 0+000 TO 1+950

SCALE HORIZ. 1:5000
VER. 1:50



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3 FINAL REPORT

MAR 16/15

CDT

2 PRE-CONSIDERATION MEETING

FEB 19/15

CDT

1 CLIENT REVIEW

JAN 29/15

CDT

No. ISSUED FOR 315

DATE

BY

DESIGN

CDT

REVIEWED BY

JJT

DRAWN

DH

CHECKED BY

TRO

DATE

March 16, 2015

SCALE

AS SHOWN



PROJECT NO. 13-8559

DRAWING SCALES BASED
ON A 11" X 17" SHEET

'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

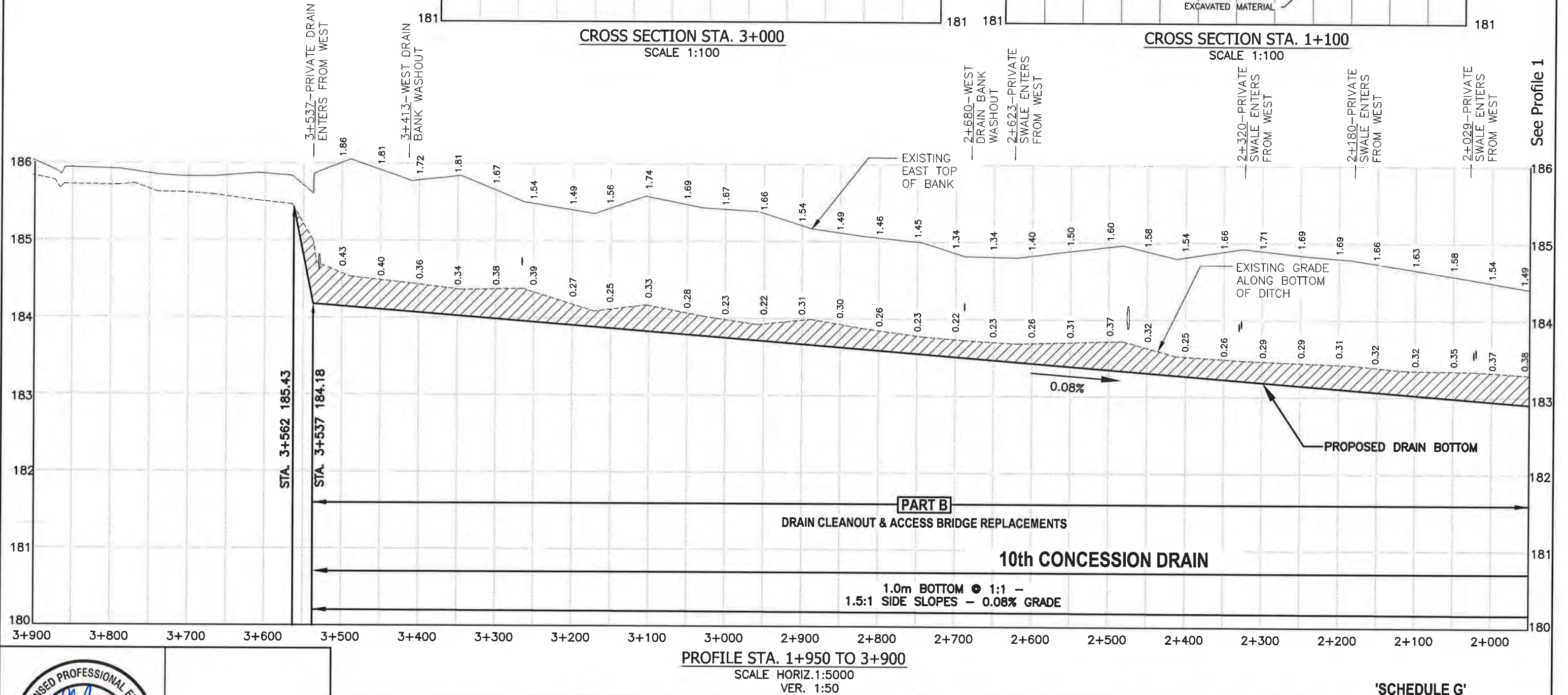
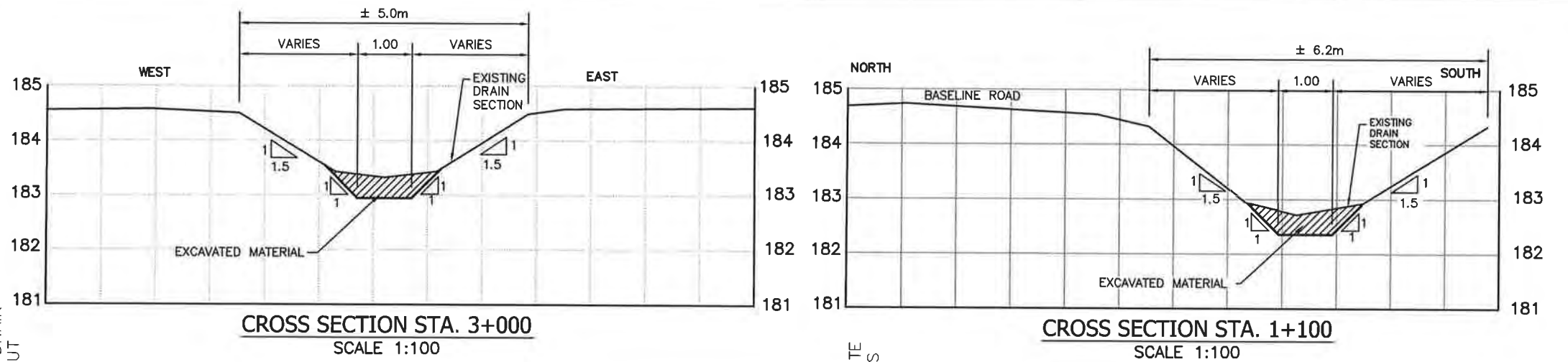
SHEET TITLE

PROFILE 1

PAGE NO.

2 of 8

Mar 13, 2015 - 2:54pm & \CAD\138559 10th Con Drain\03-Drainage\02-Design\138559-Details (FINAL Mar 2015).dwg



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DESIGN	REVIEWED BY
CDT	JJT
DRAWN	CHECKED BY
DH	TRO
DATE	March 16, 2015
SCALE	AS SHOWN

PROJECT NO.	13-8559
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

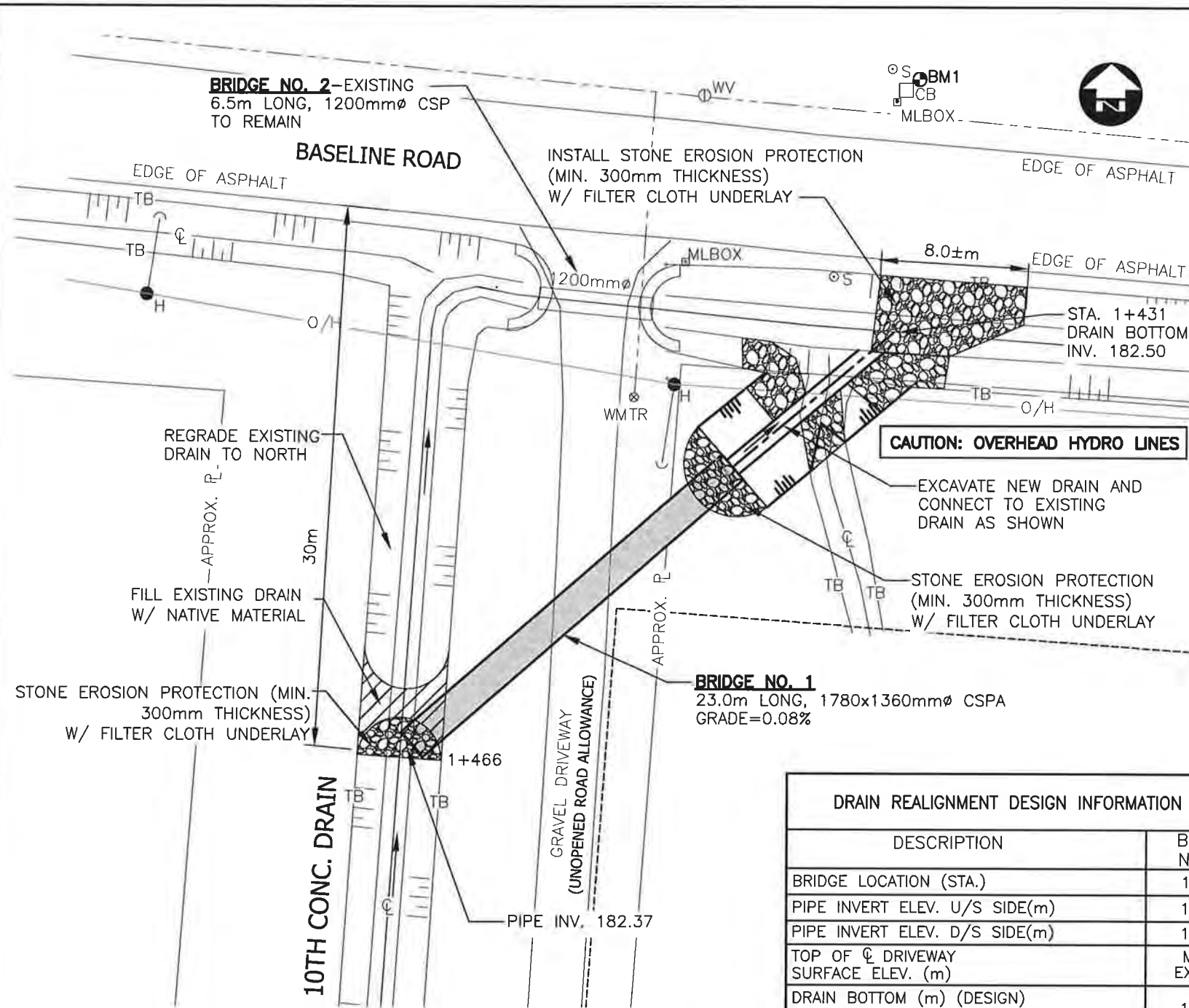
SHEET TITLE

PROFILE 2

PAGE NO.

3 of 8

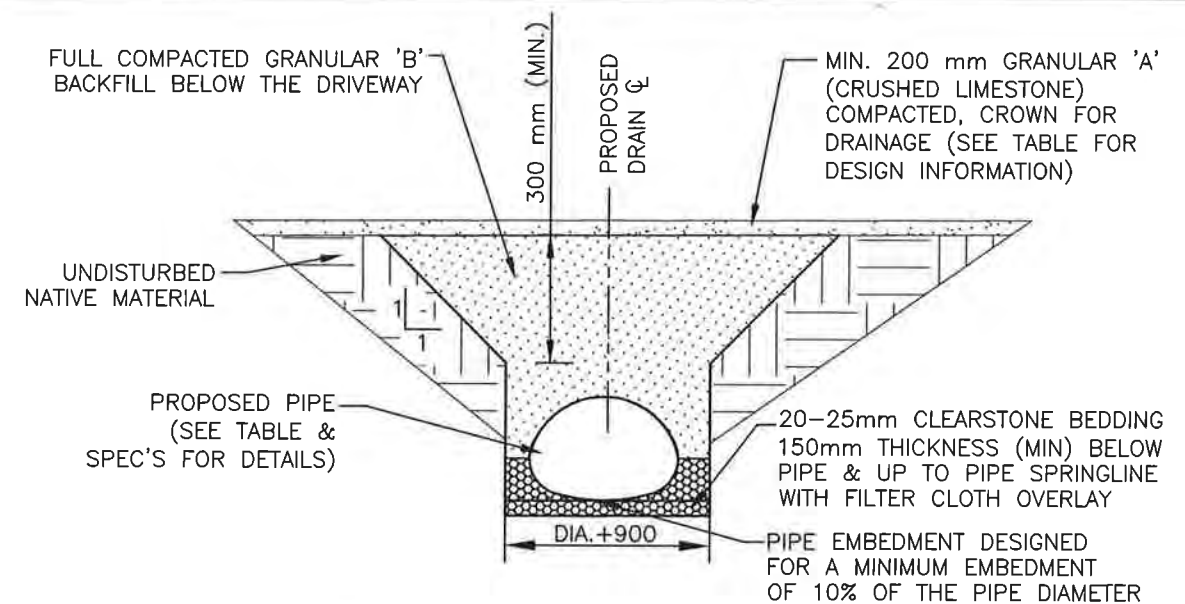
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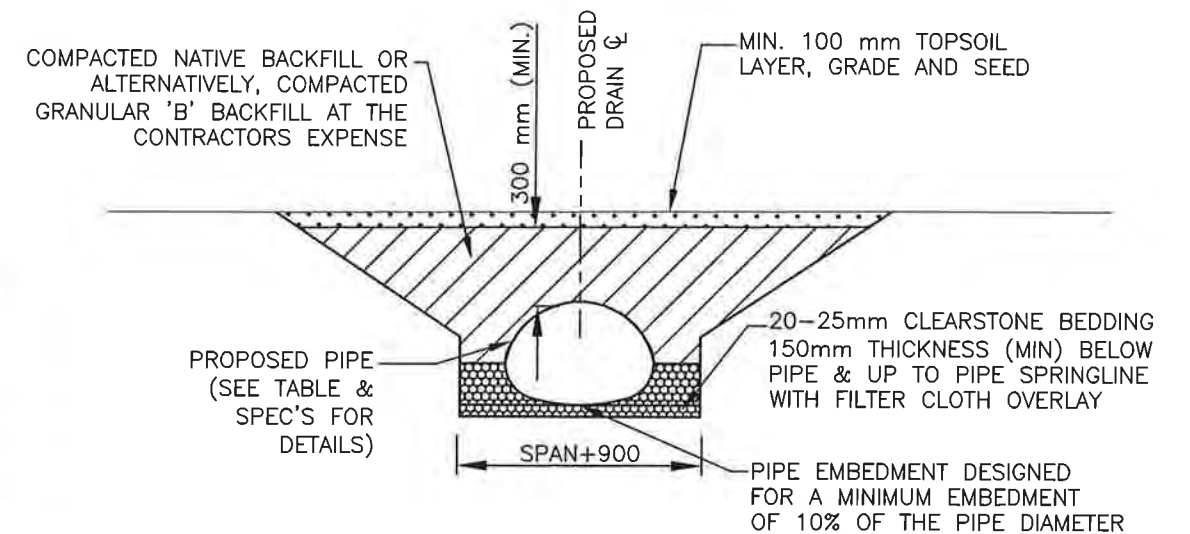
DRAIN REALIGNMENT DETAIL
BRIDGE NO. 1 STA. 1+450
SCALE 1:300

CAUTION: CONTRACTOR TO LOCATE & EXPOSE ALL UTILITIES PRIOR TO ANY CONSTRUCTION & COORDINATE ANY POSSIBLE RELOCATIONS WITH DRAINAGE SUPERINTENDENT

DRAIN REALIGNMENT DESIGN INFORMATION	
DESCRIPTION	BRIDGE NO. 1
BRIDGE LOCATION (STA.)	1+450
PIPE INVERT ELEV. U/S SIDE(m)	182.37
PIPE INVERT ELEV. D/S SIDE(m)	182.35
TOP OF ϕ DRIVEWAY SURFACE ELEV. (m)	MATCH EXISTING
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	182.52
MIN. TOP WIDTH OF DRIVEWAY (m)	3.0
MIN. CULVERT GRADE (%)	0.08%
CULVERT TYPE	CSPA
CULVERT MATERIAL	ALUM.
CULVERT LENGTH (m)	23.0
CULVERT THICKNESS (mm)	2.8
CULVERT CORRUGATIONS (mm)	125x25
PIPE SIZE (mm)	1780x1360
CULVERT ENDWALL TYPE	SLOPING



CROSS SECTION UNDER DRIVEWAY
N.T.S



CROSS SECTION OUTSIDE OF DRIVEWAY
N.T.S



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1	CLIENT REVIEW	JAN 29/15	CDT	

DESIGN	REVIEWED BY
CDT	JJT
DRAWN	CHECKED BY
DH	TRO
DATE	March 16, 2015
SCALE	AS SHOWN

PROJECT NO.	13-8559
DRAWING SCALES BASED ON A 11" X 17" SHEET	

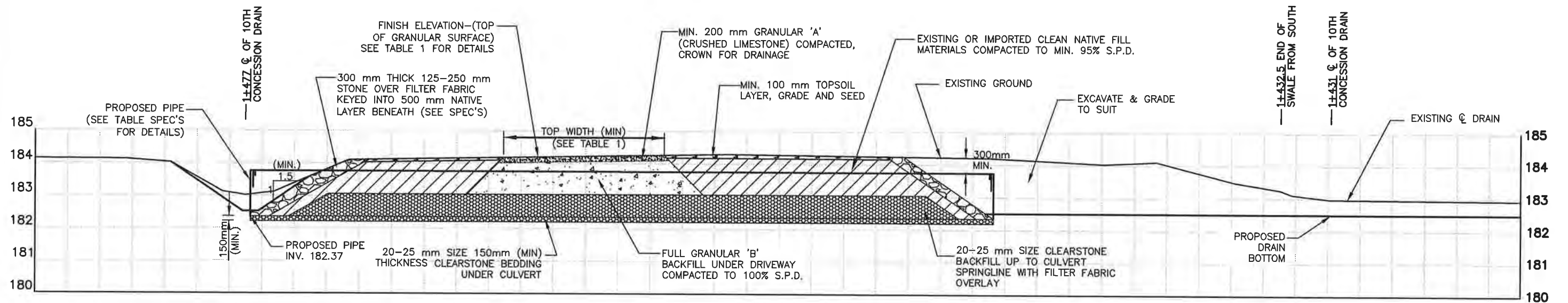
'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

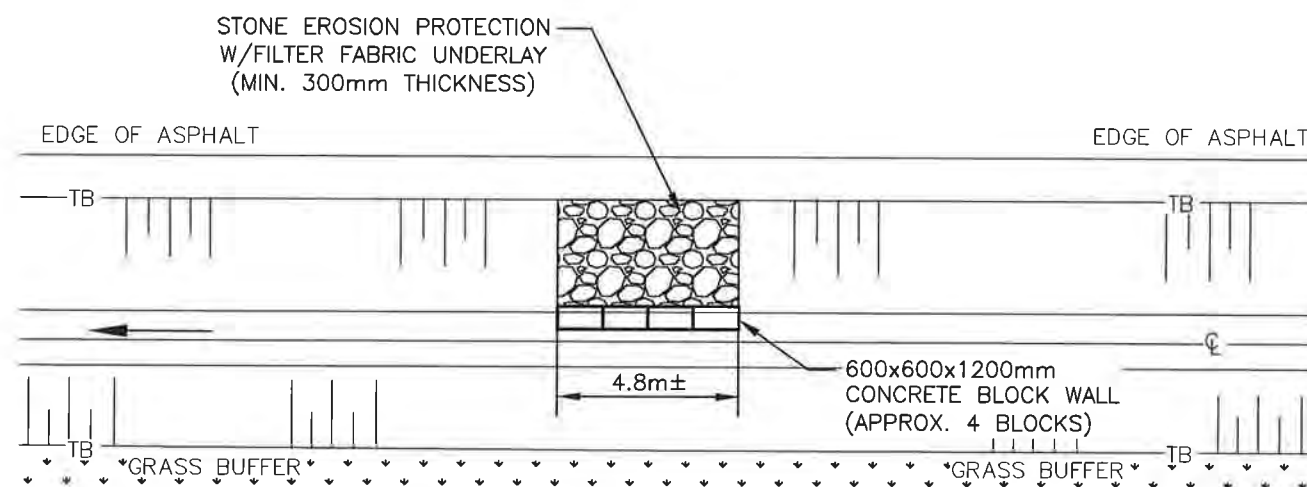
SHEET TITLE
DRAIN REALIGNMENT DETAIL

PAGE NO.
4 of 8

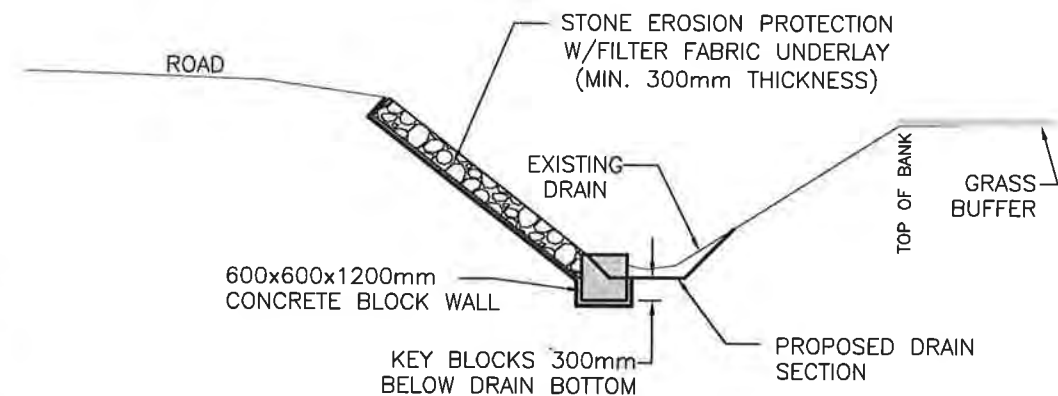
Mar 13, 2015 - 2:55pm G:\CAD\138559 10th Con Drain\03-Drainage\02-Design\138559-Details (FINAL Mar 2015).dwg



DRAIN REALIGNMENT LONGITUDINAL SECTION (STA. 1+431 TO 1+467)
SCALE HORIZ.1:125
VER. 1:125



BANK PROTECTION PLAN STA. 0+850
NOT TO SCALE



BANK PROTECTION CROSS SECTION STA. 0+850
NOT TO SCALE



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DESIGN	CDT	REVIEWED BY	JJT
DRAWN	DH	CHECKED BY	TRO
DATE	March 16, 2015		
SCALE	AS SHOWN		

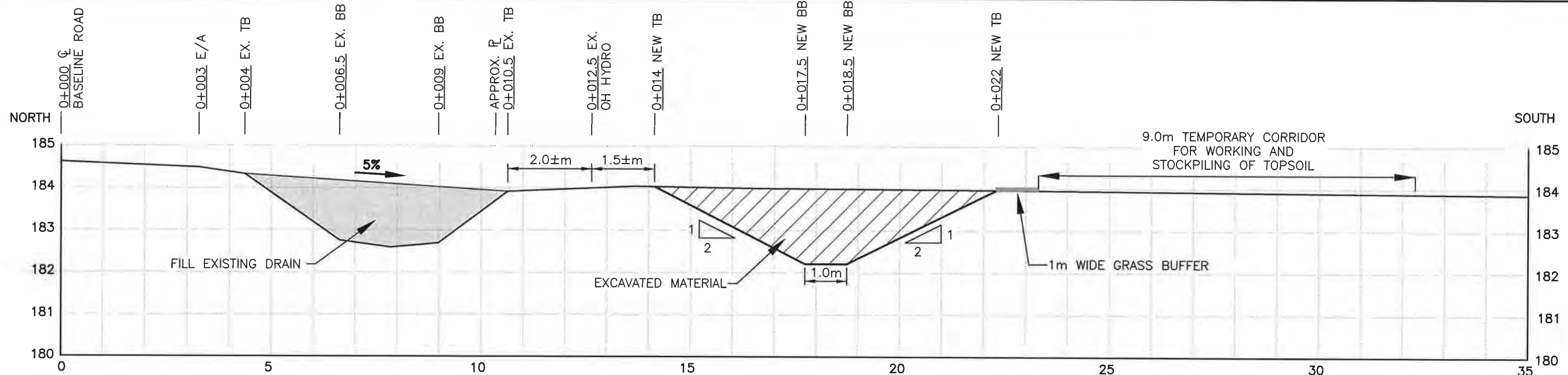
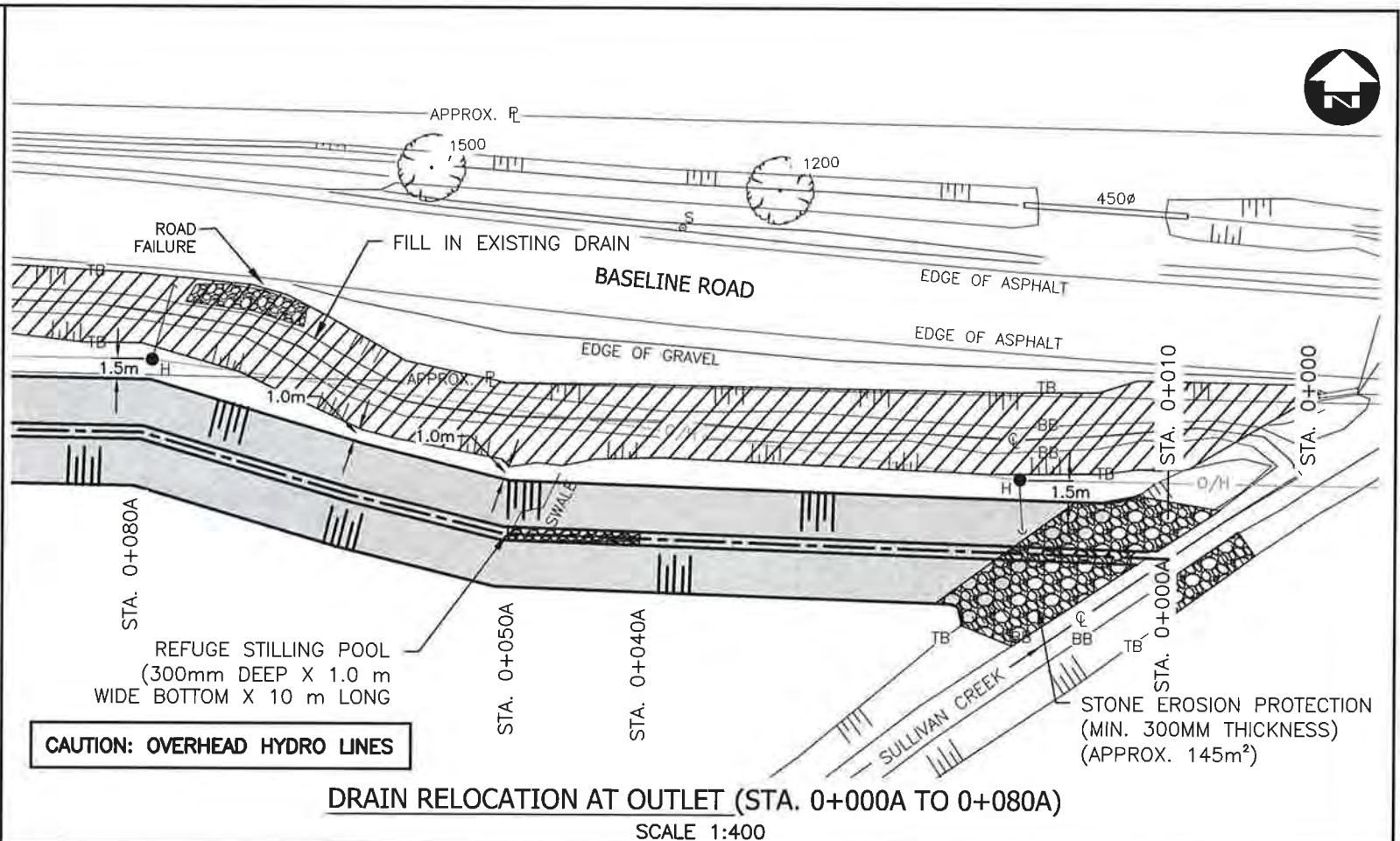
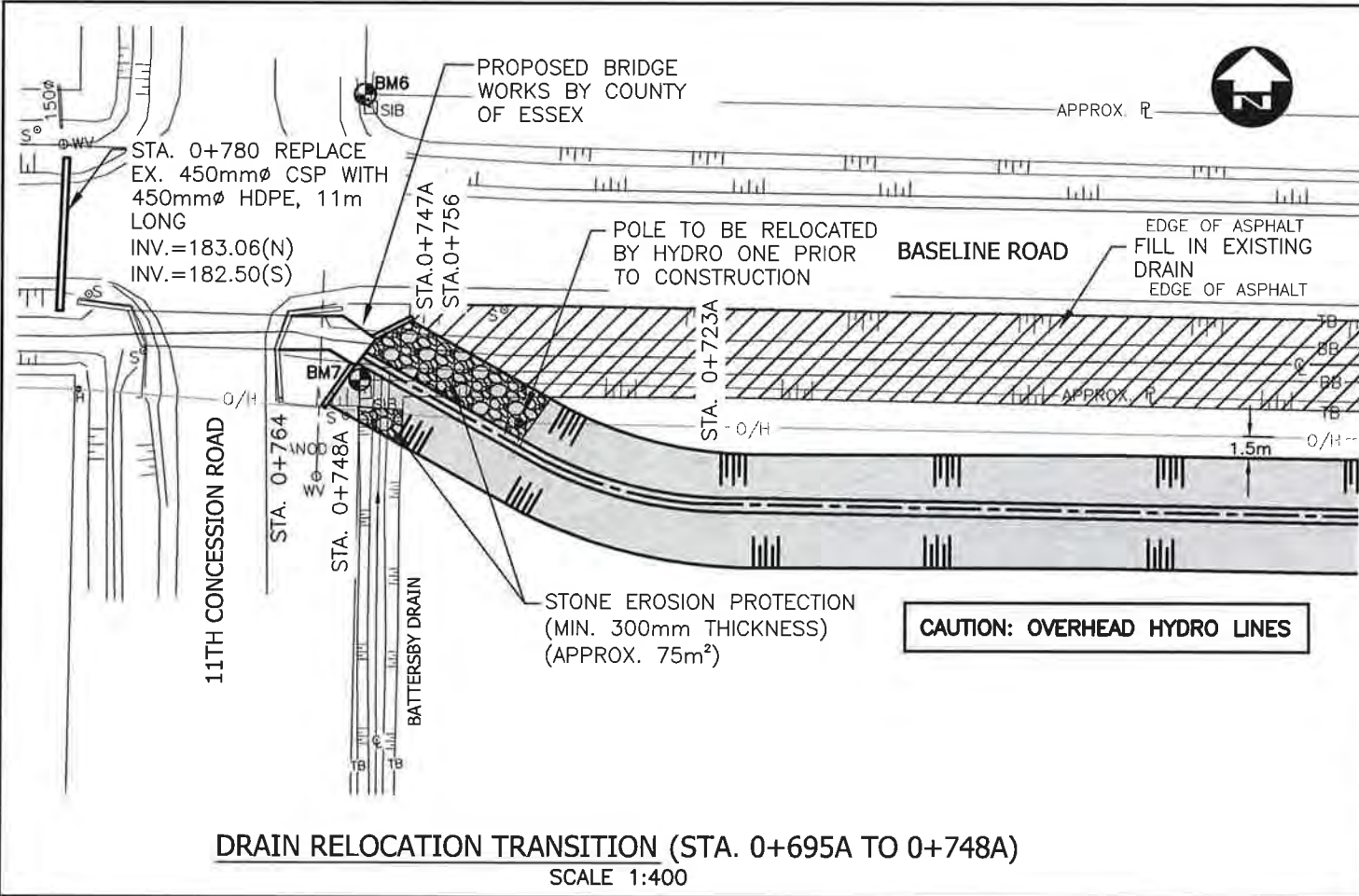
PROJECT NO.	13-8559
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE
DRAIN REALIGNMENT SECTION

PAGE NO
5 of 8



DRAIN RELOCATION FROM ST. 0+000 TO 0+748A
LOOKING DOWNSTREAM
SCALE=1:100

LICENSED PROFESSIONAL ENGINEER
C.D. THIBERT
100139162
16-Mar-15
PROVINCE OF ONTARIO

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No	ISSUED FOR	319	DATE BY

DESIGN	REVIEWED BY
CDT	JJT
DRAWN	CHECKED BY
DH	TRO
DATE	March 16, 2015
SCALE	AS SHOWN

DILLON CONSULTING

PROJECT NO 13-8559

DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE
DRAIN RELOCATION DETAILS

PAGE NO 6 of 8

Mar 13, 2015 - 2:55pm G:\CAD\138559-10th Con Drain\03-Drainage\02-Design\138559-Details (FINAL Mar 2015).dwg

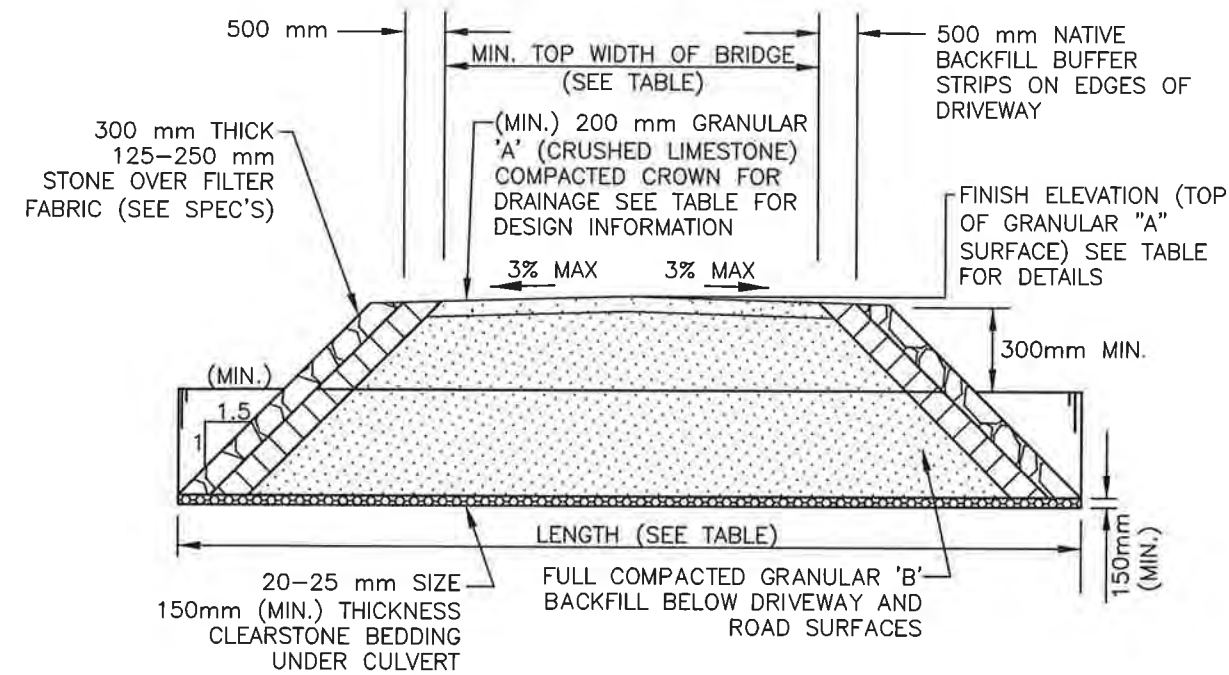
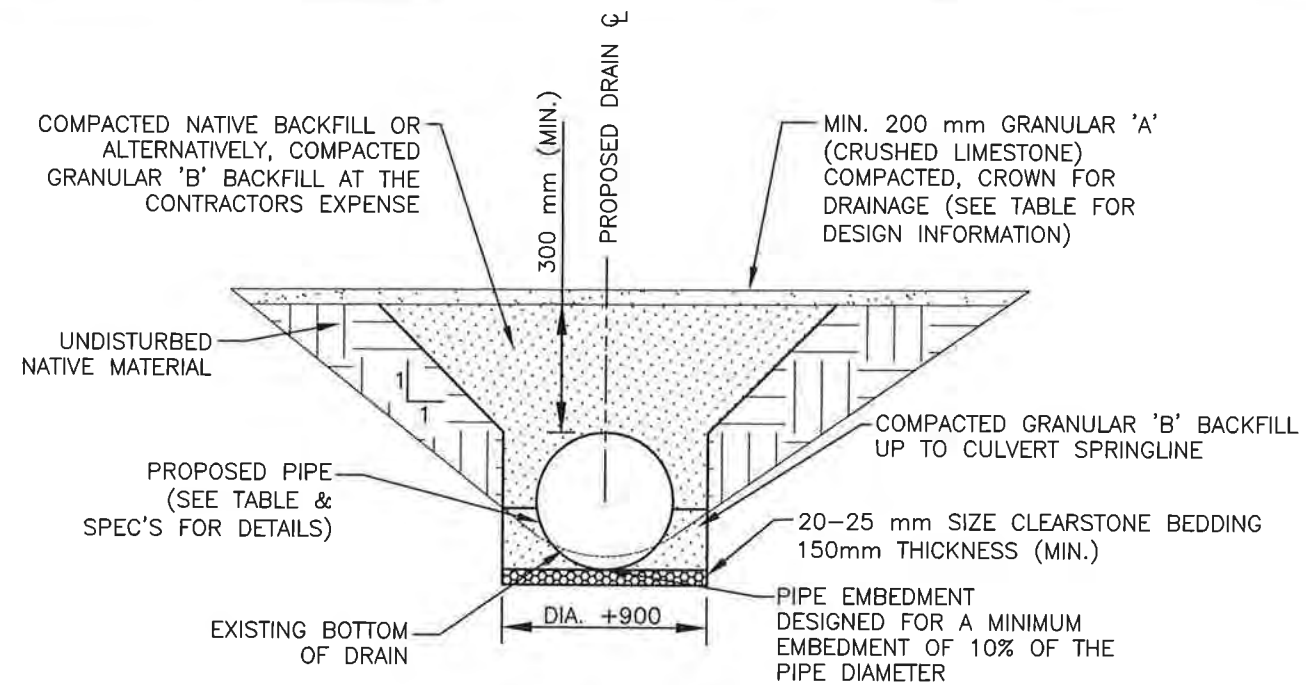
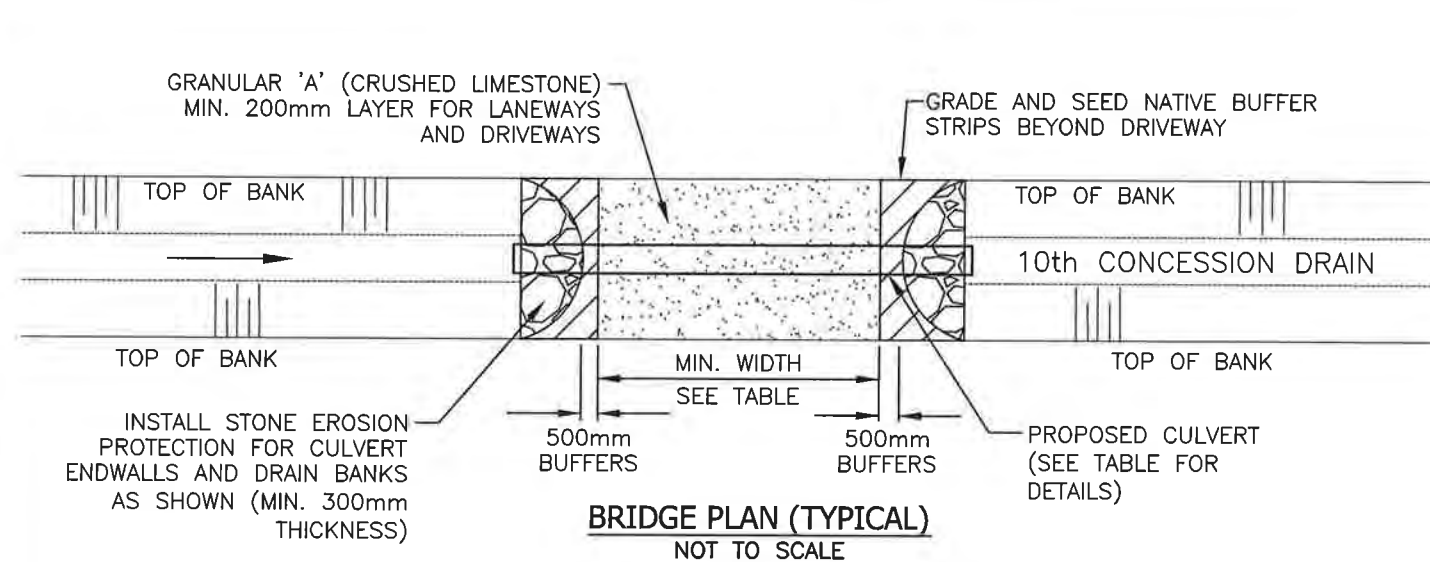


TABLE 1 - ACCESS CULVERT DESIGN INFORMATION		
DESCRIPTION	BRIDGE No.2 (FUTURE)	BRIDGE No.3
BRIDGE LOCATION (STA.)	1+444	1+222
PIPE INVERT ELEV. U/S SIDE(m)	182.46	182.27
PIPE INVERT ELEV. D/S SIDE(m)	182.44	182.25
TOP OF ϕ DRIVEWAY SURFACE ELEV. (m)	184.40	184.56
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	182.50	182.41
MIN. TOP WIDTH OF DRIVEWAY (m)	6.1	6.1
MIN. CULVERT GRADE (%)	0.10%	0.10%
CULVERT TYPE	CSP	CSP
CULVERT MATERIAL	ALUM.	ALUM.
CULVERT LENGTH (m)	14.0	15.0
CULVERT THICKNESS (mm)	2.8	2.8
CULVERT CORRUGATIONS (mm)	125x25	125x25
PIPE SIZE (mm)	1200	1600
CULVERT ENDWALL TYPE	SLOPING	SLOPING



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No.	ISSUED FOR	DATE	BY

320

DESIGN	CDT	REVIEWED BY	JJT
DRAWN	DH	CHECKED BY	TRO
DATE	March 16, 2015		
SCALE	AS SHOWN		

	PROJECT NO	13-8559
	DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'

Drainage Report for the
10th CONCESSION DRAIN
City of Windsor & Town of Tecumseh

SHEET TITLE
BRIDGE DETAILS

PAGE NO.
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Mar 13, 2015 - 2:55pm G:\CAD\138559 10th Con Drain\03-Drainage\02-Design\138559-Detail (FINAL Mar 2015).dwg

BENCHMARKS

BM1 TOP OF CB NORTH SIDE BASELINE ROAD 20.0m NORTHEAST OF EXISTING BRIDGE.

ELEVATION=184.27m

BM2-(STA. 1+344) TOP OF FIRE HYDRANT NORTH SIDE OF BASELINE ROAD.

ELEVATION=184.96m

BM3-(STA. 1+192) TOP OF FIRE HYDRANT NORTH SIDE OF BASELINE ROAD.

ELEVATION=185.03m

BM4-(STA. 1+044) TOP OF FIRE HYDRANT NORTH SIDE OF BASELINE ROAD.

ELEVATION=185.02m

BM5-(STA. 0+892) TOP OF FIRE HYDRANT NORTH SIDE OF BASELINE ROAD.

ELEVATION=185.04m

BM6-TOP OF SIB NE CORNER OF BASELINE ROAD AND 11th CONCESSION ROAD.

ELEVATION=184.00m

BM7-TOP OF SIB SE CORNER OF BASELINE ROAD AND 11th CONCESSION ROAD.

ELEVATION=183.64m

BM8-TOP OF IB ON THE SOUTH SIDE OF BASELINE ROAD, EAST OF SULLIVAN CREEK 7.5m EAST OF ϕ FIELD ENTRANCE.

ELEVATION=183.41m

BM9-NAIL IN NORTH FACE OF HYDRO POLE ON SOUTH SIDE BASELINE ROAD 19.0m SE OF ϕ FIELD ENTRANCE.

ELEVATION=184.36m

BM10-(STA. 1+638) TOP OF 10mm ϕ STEEL PIN ON EAST TOP OF BANK.

ELEVATION=184.54m

BM11-(STA. 1+945) TOP OF 10mm ϕ STEEL PIN ON EAST TOP OF BANK.

ELEVATION=184.20m

BENCHMARKS

BM12-(STA. 2+569) TOP OF 10mm ϕ STEEL PIN ON EAST TOP OF BANK.

ELEVATION=184.92m

BM13-(STA. 2+888) TOP OF 10mm ϕ STEEL PIN ON EAST TOP OF BANK.

ELEVATION=185.09m

BM14-(STA. 3+171) TOP OF 10mm ϕ STEEL PIN ON EAST TOP OF BANK.

ELEVATION=185.49m

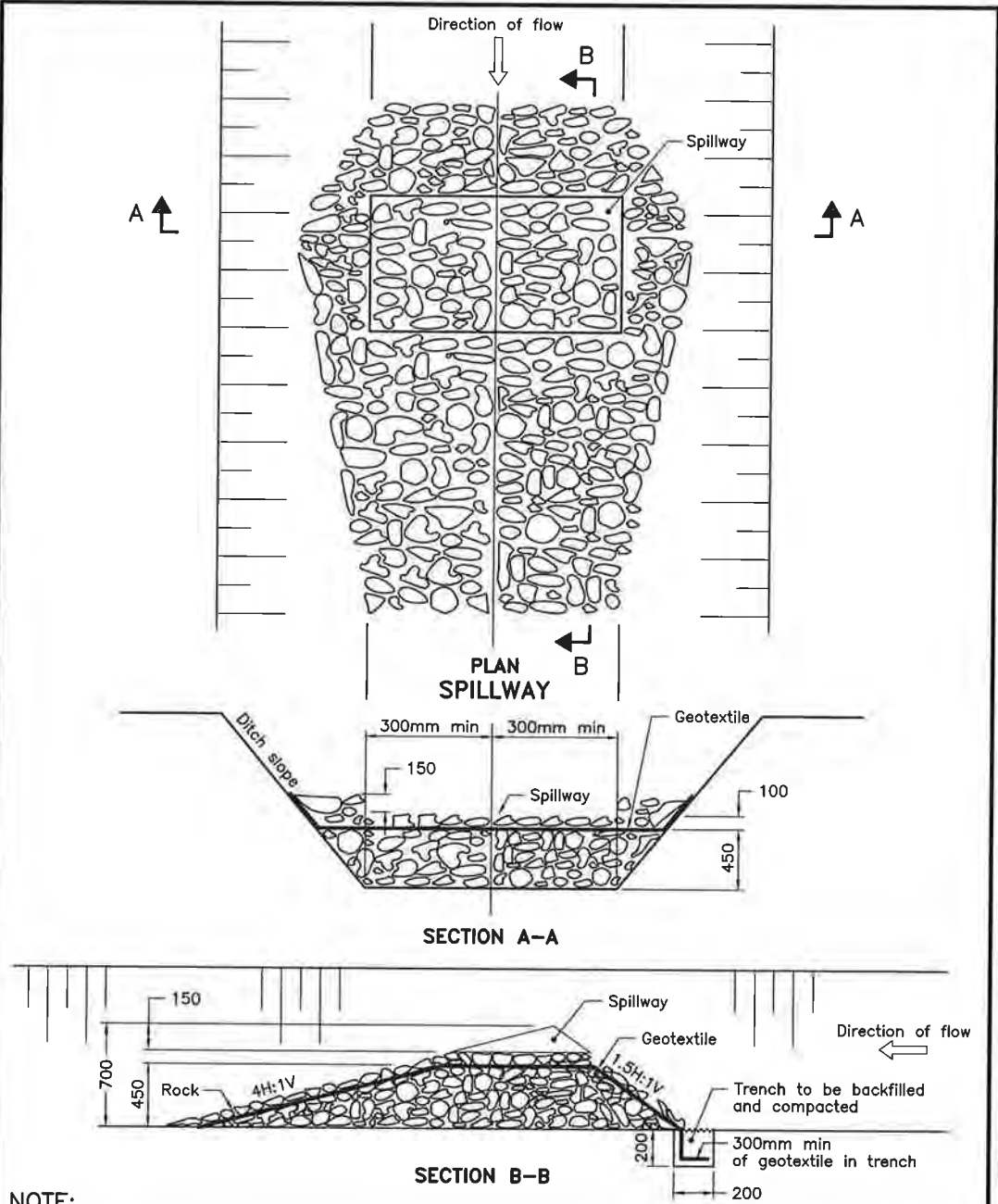
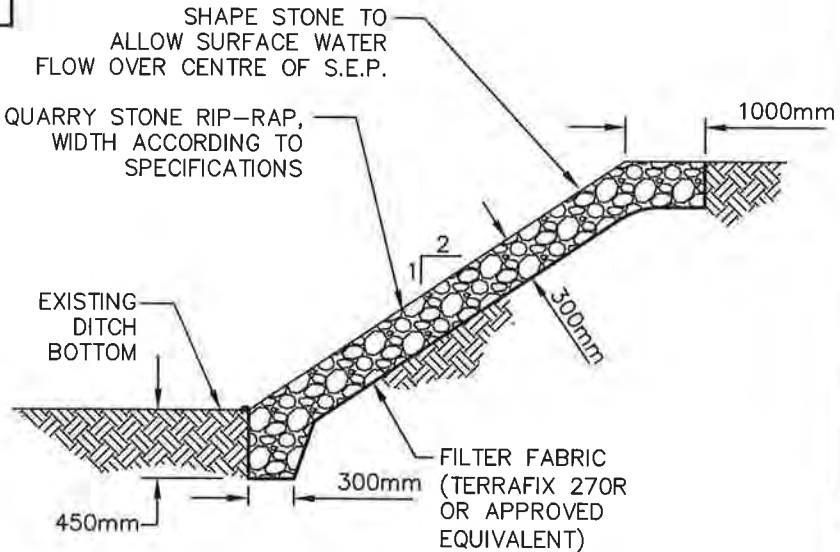
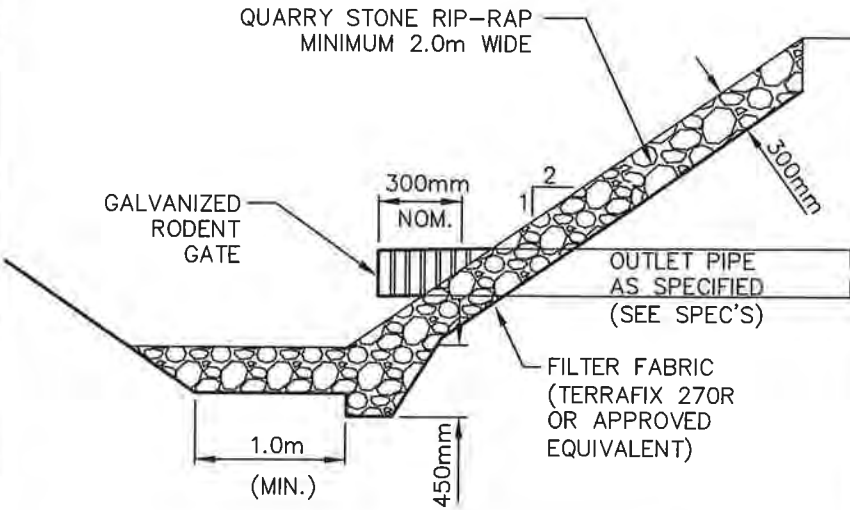
BM15-(STA. 3+490) TOP OF 10mm ϕ STEEL PIN ON EAST TOP OF BANK.

ELEVATION=186.09m


BM16-(STA. 3+788) TOP OF IB NORTH SIDE OF PRIVATE DRAIN.

ELEVATION=186.13m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.



NOTE:
A All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING		Nov 2006	Rev 1	
ROCK FLOW CHECK DAM FLAT BOTTOM DITCH				
		OPSD 219.211		

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DRAWN	DH	CHECKED BY	TRO
DATE	March 16, 2015		
SCALE	AS SHOWN		

PROJECT NO		13-8559
DRAWING SCALES BASED ON A 11" X 17" SHEET		

'SCHEDULE G'	
Drainage Report for the 10th CONCESSION DRAIN City of Windsor & Town of Tecumseh	
SHEET TITLE MISCELLANEOUS DETAILS	
PAGE NO	8 of 8

The Corporation of the Town of Tecumseh

By-Law Number 2023-036

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Olinda Farms Inc.

Whereas The Corporation of the Town of Tecumseh ([Town]) is the owner of the lands legally described as Part Lots 14, 15 and 16, Concession 12, designated as Part 2, Plan 12R-25526 in the Town of Tecumseh, registered in the Land Titles office in Windsor on August 11, 2013, (Town Lands);

And whereas Olinda Farms Inc. (Farmer) is interested in farming the Town Lands;

And whereas the Town and Farmer entered into an Agreement (Agreement) commencing January 1, 2020, for a one-year term ending December 31, 2020, but containing an option to renew the Agreement for a further two-year term which option was exercised andt expired on December 31, 2022.

And whereas the Farmer and the Town is desirous of entering into a further Agreement to permit the Farmer to grow crops on the Town Lands for the 2023 and 2024 crop years with the term of lease ending on December 31, 2024;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Farm Lease Agreement dated the 14th day of March, 2023, between The Corporation of the Town of Tecumseh and Olinda Farms Inc., a copy of which Farm Lease 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 Farm Lease Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

Farm Lease Agreement

This Agreement made as of this 1st day of March 2023.

BETWEEN:

The Corporation of the Town of Tecumseh
hereinafter called the "Corporation"

Of the First Part;

AND:

Olinda Farms Inc.
A corporation incorporated pursuant to the laws of the Province of Ontario
hereinafter called the "Farmer"

Of the Second Part;

Whereas the Corporation is the owner of the lands and premises, being legally described in Schedule "A" hereto, hereinafter referenced to as the "Farmlands";

And Whereas, the Farmer is conducting business in the general vicinity and neighborhood of the Farmlands;

And Whereas, the parties hereto have agreed to the growing of crops on the Farmlands for the term hereof.

Now Therefore This Agreement Witnesseth that in consideration of the premises and the covenants hereinafter contained, the Parties hereto mutually undertake and agree as follows:

1. That the term of this Agreement shall be from March 1, 2023 to December 31, 2024.
2. The Farmer shall grow on the Farmlands such crops as the Farmer and the Corporation shall determine during the term hereof, and the Farmer covenants and agrees to properly plow, till, disc and prepare the Farmlands for planting of such crops and to plant, grow and care for and harvest the said crops in a good and farmer-like manner, according to the prevailing customs relative to farm husbandry in the community;
3. The Farmer shall, at his own expense, furnish and supply all labor in connection with the due performance of this Agreement, and, without limiting the generality of the foregoing, for the plowing, tilling, discing and preparation of the Farmlands for the planting of the crops to be grown on the Farmlands, and for the growing, harvesting and handling of the said crops;
4. The Farmer shall, at his own expense, furnish and supply all farm equipment necessary for the due performance of this Agreement;
5. The Farmer shall, at his own expense, furnish and apply all materials, including seed, all fertilizers and herbicide sprays utilized by the Farmer in connection with the due performance of this Agreement. The Farmer shall pay all other expenses incurred in connection with the due performance of this Agreement, it being understood that this Agreement is to operate carefree and free of cost to the Corporation;

6. The Farmer hereby indemnifies and saves harmless the Corporation and its members of Council, directors, officers, employees, agents and representatives, harmless from and against, all losses, damages, expenses, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), fines, penalties, sanctions, claims, orders and demands of whatever nature or kind, including all reasonable legal fees and disbursements, whether in contract, tort, statute or otherwise, related to, resulting from, connected with or arising out of the Farmer's use of the Farmlands, including, without limiting the generality of the foregoing, arising as a result of the use by the Farmer of fertilizers and herbicide sprays on the Farmlands;
7. The Farmer hereby covenants and agrees to pay to the Corporation, the following:
 - (a) A total of \$4,885.17.00, plus HST \$(635.07) for a total of **\$5,520.24** annually, as follows:
 - i. Fifty percent (50%) on June 1 = \$2,442.58 plus HST (**\$2,760.11**) as applicable.
 - ii. Fifty per cent (50%) on October 1, = \$2,442.58 plus HST (**\$2,760.11**) as applicable;
 - (b) Effective as at the end of the first year of this Lease and thereafter annually, the Base Rent due and payable under Section 7 (a) shall be increased in proportion to the increase, if any, in the Consumer Price Index (hereinafter CPI) as determined by Statistics Canada. In the event the compilation and / or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation.
8. The Farmer shall, in the Fall of each year, after all crops have been harvested, leave the Farmlands in good condition in accordance with proper farm husbandry ready for the next crop year;
9. The parties acknowledge and agree that, as of the date hereof, the Farmlands comprise eighteen (18) acres of arable land, more or less.
10. The parties further acknowledge and agree that the Corporation may, at any time or times during the term hereof, upon 90 days' written notice to the Farmer, terminate this Agreement or reduce the acreage subject to this Agreement and upon the giving of such notice any and all of the Farmer's rights with respect to the Farmlands or to the reduced acreage described in the notice as the case may be, shall terminate and be at end. In the event that, after a crop has been planted by the Farmer, the Corporation terminates this Agreement or reduces the acreage subject to this Agreement, the rent shall be adjusted to reflect the reduced acreage and the Corporation shall, upon receipt of evidence satisfactory to the Corporation, acting reasonably, reimburse the Farmer for all amounts properly expended by the Farmer with respect to the reduced acreage during the term of this Agreement in furtherance of the Farmer's obligations hereunder and the Corporation shall have no further obligation to the Farmer;
11. It is understood and agreed by and between the parties hereto that the relationship of partnership between them has not been created by this Agreement, and that there is no relationship of master and servant between them;

12. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns;
13. The Farmer shall provide to the Ontario Ministry of Agriculture, Food & Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for each taxation year;
14. The Farmer further covenants and agrees not to assign this Agreement or any renewal thereof or to sublet the said farmland or any part thereof without the prior written consent of the Corporation, and such consent may be arbitrarily withheld;
15. The Farmer further covenants and agrees to furnish the Clerk of the Corporation with written evidence of public liability and property damage insurance coverage in the amount of two million dollars (\$2,000,000.00) with the Corporation named as an additional insured, which is satisfactory to the Corporation;
16. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Farmer or by the Farmer to the Corporation under the provisions of this Agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Farmer, to:

519 Hope Lane
Leamington, Ontario N8H 3V5

or in the case of the Corporation, to:

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Attention: Laura Moy,
Director Corporate Services & Clerk

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

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

SIGNED, SEALED & DELIVERED

In the presence of:

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

By:

Name: Gary McNamara

Title: Mayor

Name: Robert Auger, LL.B.

Title: Director Legislative Services & Clerk

Olinda Farms Inc.

Name: Phil Brandner

I/We have authority to bind the corporation.

Schedule “A”

North 18 acres of Part of Lots 14, 15 and 16, Concession 12 in the Town of Tecumseh, designated at Part 2 on Plan 12R-25526 registered in the Land Titles Office in Windsor, on August 11, 2013.

The Corporation of the Town of Tecumseh

By-Law Number 2023 - 038

Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach.
(Planning File: D19 13931RIV – 13931 Riverside Drive)

Whereas By-law No. 2065 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Village of St. Clair Beach;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 2065;

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

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

1. That Schedule "A", to By-law 2065, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Residential Type Two Zone (R2)" to "Residential Type Two Zone (R2-8)".
2. That By-law 2065, Section 7, Residential Type Two Zone (R2) Regulations, as amended, is hereby further amended by the addition of a new subsection 7.3.8 to immediately follow subsection 7.3.7 and to read as follows:

"7.3.8 Defined Area R2-8 as shown on Schedule "A", of this By-Law.

a) Permitted Uses

- i) all uses permitted in the Residential Type Two Zone (R2);
- ii) dwelling, two unit;
- iii) accessory uses.

b) Permitted Building and Structures

- i) buildings and structures for the uses permitted in subsection 7.3.8 a);
- ii) accessory buildings and structures for the uses permitted in subsection 7.3.8 a).

c) Zone Provisions

All lot and building requirements shall be in accordance with subsections 7.1.3 to 7.2.2, inclusive of this By-law, with the exception of the following, which shall apply to two-unit dwellings only:

<u>Minimum Lot Area</u>	6,600 square feet per dwelling unit
<u>Minimum Lot Frontage</u>	44 feet per dwelling unit
<u>Minimum Interior Side Yard Width</u>	10 feet and no requirement where there is a common dividing wall"

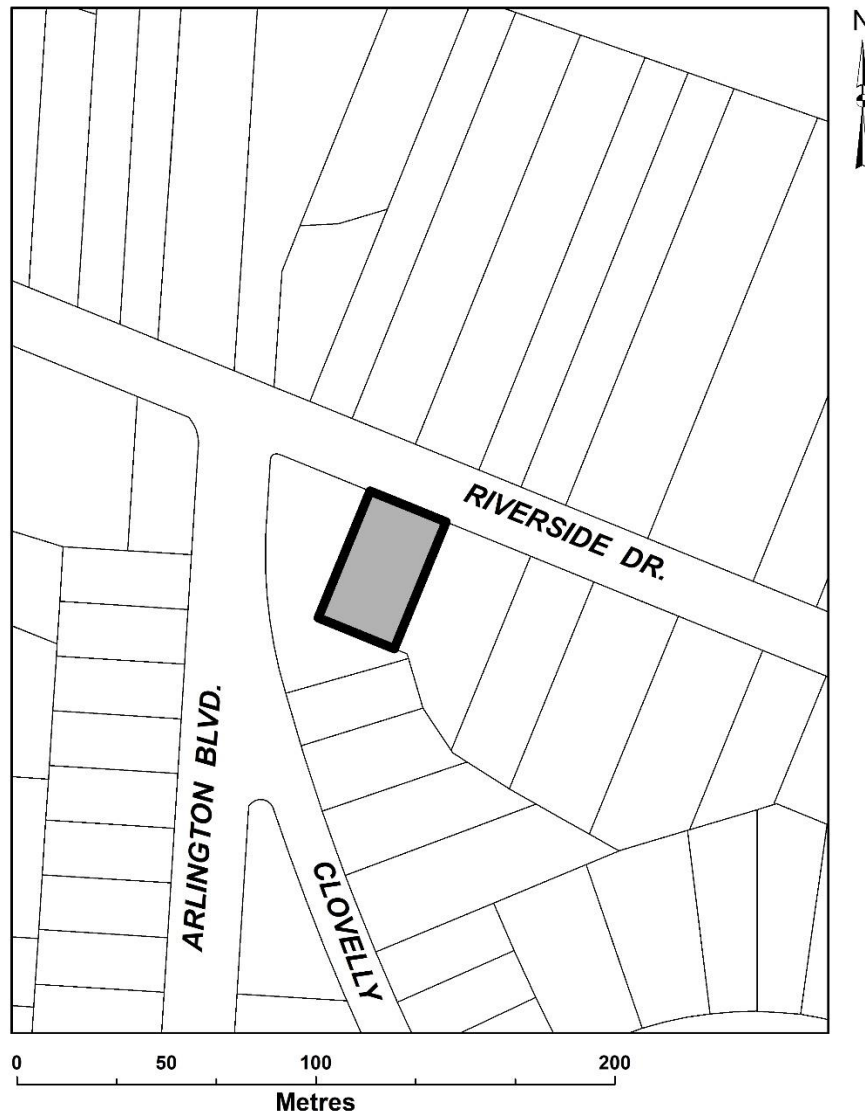
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services & Clerk

SCHEDULE "A"
13931 RIVERSIDE DRIVE
TOWN OF TECUMSEH



Change from "R2" to "R2-8"

This is Schedule "A" to By-law No. 2023-038
Passed the 14th day of March, 2023.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2023-039

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre.

Whereas the non-profit corporation known as Maidstone Recreation Centre (MRC) is the owner of the lands and premises municipally known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124) (the “Lands”);

And whereas The Corporation of the Town of Tecumseh (the “Town”) is interested in purchasing the Lands herein described;

And whereas the Town and MRC are desirous of entering into an Agreement of Purchase and Sale with respect to the Lands;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement of Purchase and Sale (Agreement) between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre, 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 date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

PURCHASER: THE CORPORATION OF THE TOWN OF TECUMSEH agrees to purchase from
(Full legal name of all Purchasers)

VENDOR: MAIDSTONE RECREATION CENTRE the following
(Full legal name of all Vendors)

REAL PROPERTY:
Address: 10720 County Road 34 fronting on the north side of County Road 34
in the Town of Tecumseh, Geographic Town of Maidstone and having a frontage of more or less by a
depth of more or less and legally described as PT LT 295 CON NTR SANDWICH EAST AS IN
R1519626; TECUMSEH (PIN 75232-0124)
(Legal description of land including easements)

PURCHASE PRICE: ONE Dollar (CDN\$ 1.00)
DEPOSIT: Purchaser submits () Dollars (CDN\$)
(herewith/upon acceptance)

cash or negotiable cheque payable to to be held in trust pending the completion or other termination
of this Agreement and to credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

**PURCHASER AGREES TO PAY THE BALANCE OF THE PURCHASE PRICE DUE ON CLOSING IN CASH OR BY
CERTIFIED CHEQUE SUBJECT TO THE USUAL ADJUSTMENTS**

SCHEDULE(S) "A", "B", and "C" attached hereto form(s) part of this
Agreement.

1. **CHATELS INCLUDED:** See Schedule "B"

2. **FIXTURES EXCLUDED:** N/A

3. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to
assume the rental contract(s), if assumable HOT WATER TANK, IF RENTED

4. **IRREVOCABILITY:** This Offer shall be irrevocable by until 5:00 p.m. on the day of
(Vendor/Purchaser)
 , 2022 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the
Purchaser in full without interest.

5. **COMPLETION DATE:** This agreement shall be completed by no later than 6:00 p.m. on the 3rd day of April, 2023
Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this
Agreement.

6. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to
(included in/in addition to)
the Purchase Price. The Vendor will not collect H.S.T. if the Purchaser provides to the Vendor a warranty that the Purchaser is
registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the
Purchaser shall self-assess and remit the H.S.T. payable and file the prescribed form and shall indemnify the Vendor in respect
of any H.S.T. payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.

7. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the 14th day prior to the Completion Date. (Requisition
Date) to examine the title to the property at his own expense and until the earlier of: (I) thirty days from the later of the
Requisition Date or the date on which the conditions in this agreement are fulfilled or otherwise waived or; (II) five days prior
to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its
present use (Institutional) may be lawfully continued and that the principal building may be insured against risk of
fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all
outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this
regard as Purchaser may reasonably require.

8. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended
use of the property by Purchaser is or will be lawful except as may be specifically provided for in this agreement.

9. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and
encumbrances except as otherwise specifically provided in this Agreement and save except for (a) any registered restrictions
or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and
registered agreements with publicly regulated utilities providing that such are complied with, or security has been posted to
ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor
easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements
for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not
materially affect the present use of the property. If within the specified times referred to in paragraph 7 any valid objection to

title or to any outstanding work order of deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at end and all monies paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

10. DOCUMENTS AND DISCHARGE: Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey or the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

11. INSPECTION: Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

12. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

13. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.

14. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor, covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

15. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

16. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

17. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing of completing of any matter provided that the time for doing of completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.

18. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

19. FAMILY LAW ACT: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

20. UFFI: Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

21. CONSUMER REPORTS: The purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transactions.

22. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in this agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

23. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

24. **E-REG CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

DATED at _____ this _____ day of _____, 2022

SIGNED, SEALED AND DELIVERED in the presence of:

DATE: _____
(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:
The Corporation of the Town of Tecumseh

Paul Anthony, Director Community and Recreation Services
"I have authority to bind the Corporation"
(Purchaser)

DATED at _____ this _____ day of _____, 2022

SIGNED, SEALED AND DELIVERED in the presence of:

DATE: _____
(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:
Maidstone Recreation Centre

Jim Croft, President
"I have authority to bind the Corporation"
(Vendor)

(Vendor)

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties _____ a.m./p.m. this _____ day of _____, 202_____.

(Signature of Vendor or Purchaser)

ACKNOWLEDGMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer
_____ Date: _____ (Purchaser)	_____ Date: _____ (Vendor)
_____ Date: _____ (Purchaser)	_____ Date: _____ (Vendor)
Address for Service: _____ _____ (Phone #)	Address for Service: _____ _____ (Phone #)
Purchaser's Lawyer: <u>Edwin C. Hooker</u> <u>Wolf Hooker Professional Corporation</u> Address for Service: <u>72 Talbot St. N., Essex, On N8M 1A2</u> <u>519-776-4244</u> <u>519-776-7277</u> (Tel. No.) (Fax No.)	Vendor's Lawyer: <u>Joseph A. Byrne</u> _____ Address for Service: <u>14 Centre St, Essex, ON N8M 1N9</u> <u>519-776-7349</u> <u>519-</u> (Tel. No.) (Fax No.)

SCHEDULE “A”
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

1. The balance of the Purchase Price, subject to adjustments as herein set out, shall be paid to the Vendor on completion of this transaction, with funds drawn on a lawyer’s trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

2. This Agreement is conditional on Vendor and Purchaser executing a Facilities Use Agreement (on terms satisfactory to both parties) to allow the Vendor to continue to use the Real Property in its ordinary course for a term to be set out in said Facilities Use Agreement that contemplates the Vendor maintaining insurance and appropriate indemnification of the Purchaser. This condition is included for the benefit of the Vendor and may be waived at the Vendor’s sole option by notice in writing to the Purchaser at any time prior to or on the Completion Date. In the event that the Vendor elects to waive this condition, and the parties do not execute a Facilities Use Agreement, then Vendor shall provide vacant possession of the Real Property on the Completion Date.

3. The obligation of the Vendor to complete the sale of the Property shall be subject to the Vendor obtaining, satisfactory to it in its sole discretion, the fulfillment or satisfaction of or compliance with the following conditions:
 - (a) The Vendor having the opportunity to consult an accountant to confirm the tax implications of the sale contemplated in this Agreement. These conditions are inserted solely for the benefit of the Vendor and may be waived by the Vendor at or prior to the 30th day following acceptance of this Agreement. In the event that these conditions are not fulfilled, waived or complied with at or prior to the 30th day following acceptance of this Agreement, this offer is of no force and effect and all money theretofore paid shall be returned without interest or deduction.

4. The Purchaser agrees and covenants to pay Vendor’s solicitor’s reasonable legal fees and the applicable ordinarily incurred administrative fees and disbursements for the transfer of the Real Property contemplated in this Agreement plus applicable H.S.T. in each instance. The Purchaser further agrees and covenants to pay for the drafting of the Facilities Use Agreement mentioned in paragraph 2 above, as well as Vendor’s solicitor’s reasonable legal fees for the review of same. The Purchaser further agrees and covenants to pay for the cost of confirming the tax implications of the sale as set out in paragraph 3 above.

5. The Purchaser covenants and agrees that the Property shall be subject to, and governed by the following restrictions:
 - a) The Purchaser will respect the intent of the vendor and shall take every reasonable effort to maintain the property as a community centre that offers social, athletic and recreational activities for the benefit of Maidstone and surrounding area.

 - b) The Purchaser shall not sell or transfer the Property for a period of 50 years from the Completion date unless, despite having taken every reasonable effort to maintain the Property as the vendor intended, the Property is required to more effectively provide public service to the Maidstone hamlet. In such case, the Purchaser will relocate the recreation centre, at their expense, within the Maidstone hamlet subject to the terms of a facilities agreement to be mutually agreed upon in respect of such relocation.

6. The parties agree that no announcement with respect to this agreement will be made by any party prior to closing without the prior written approval of the other parties. The foregoing will not apply to any announcement by any party required in order to comply with laws pertaining to timely disclosure, provided that such party notifies the other parties before making any such announcement.

7. This offer or any counter-offer may be executed in counterparts by Telefax, 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.

Vendor’s Initial

Purchaser’s Initial

SCHEDULE “B”
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

List of Chattels Included:

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.
01/22	September 13, 2022	RCM 269/22	E Scooters/ Bike Program	That Administration be directed to investigate the possibility of a pilot project with vendors that offer public access to utilize their e scooters or e bikes as an alternative mode of transportation on a pay-to-ride basis, and report back to Council with options and budget implications in time for consideration during the 2023 budget deliberations.	CRS	Report to Council in Q2.

The Corporation of the Town of Tecumseh

By-Law Number 2023-040

Being a by-law to confirm the proceedings of the March 14, 2023 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 meeting 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, inclusive of documents and transactions approved and/or entered into during the March 14, 2023, 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 March 14, 2023, 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 give effect to the action(s) taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk