

Regular Council Meeting Agenda

Date: Tuesday, July 25, 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, July 11, 2023

10 - 18

Recommendation

Moved by _____

Seconded by _____

That the July 11, 2023 minutes of the Regular Meeting of Council, as were duplicated and delivered to the members, **be adopted**.

I. Supplementary Agenda Adoption

Recommendation

Moved by _____

Seconded by _____

That the supplementary item added to the Regular Meeting agenda regarding Report DS-2023-14 Summary of Draft Tecumseh Housing Action Plan, **be approved**.

J. Delegations

1. New Housing Action Plan - Federal Housing Accelerator Fund

19 - 36

Larry Silani, MillerSilani Inc.

- a. DS-2023-14 Summary of Draft Tecumseh Housing Action Plan, Federal Housing Accelerator Fund Program

37 - 61

Recommendation

Moved by _____

Seconded by _____

That Report DS-2023-14 entitled "Summary of Draft Tecumseh Housing Action Plan: Federal Housing Accelerator Fund Program", **be received**.

K. Communications - For Information

L. Communications - Action Required

1. Violence Against Women Coordinating Committee Windsor Essex

62 - 72

Re: Declaring Intimate Partner Violence an Epidemic

Recommendation

Moved by _____

Seconded by _____

That the correspondence, dated July 12, 2023 from the Violence Against Women Coordinating Committee Windsor-Essex, a cross-sectional committee comprised of community-based organizations that work together to provide a coordinated response for women experiencing violence and their children, seeking support in declaring Intimate Partner Violence (IPV) an epidemic in Windsor Essex County, **be received and supported;**

And that Town of Tecumseh Council recognizes the issues of violence against women and children in Windsor-Essex as serious to the health and wellness of local families;

And further that the Town of Tecumseh hereby declares intimate partner violence as an epidemic and advocates for the systemic change that needs to occur in all of our communities to best protect those at risk;

And furthermore that this resolution be forwarded to the Premier, Local Members of Provincial Parliament, and the Minister of Women's Social and Economic Opportunity in support of provincial legislation to address family violence, and request that intimate partner violence be formally declared an epidemic in Ontario.

M. Committee Minutes

N. Reports

1. Chief Administrative Officer - People & Culture

- a. CAO-2023-06 Strategic Plan 2023 - 2026

73 - 78

Recommendation

Moved by _____

Seconded by _____

That Report CAO-2023-06 entitled “Strategic Plan 2023 – 2026”, **be received;**

And that the “Town of Tecumseh Strategic Plan 2023 – 2026” **be adopted;**

And further that Administration **be directed** to incorporate the strategic priorities into objectives and action plans as part of the Corporation’s work plans;

And furthermore, that progress on the strategic priorities **be provided** annually over the term of the plan.

- b. CAO-PC-2023-02 Electronic Monitoring Policy

79 - 90

Recommendation

Moved by _____

Seconded by _____

That Report CAO-PC-2023-02 entitled “Electronic Monitoring Policy,” **be received;**

And that Attachment 1 to Report CA-PC-2023-02 “Electronic Monitoring Policy” **be approved.**

Recommendation

Moved by _____

Seconded by _____

That Report CAO-PC-2023-03 entitled “Council Remuneration Review”, **be received**;

And that Council **authorize** the Director People & Culture to proceed with the Council Remuneration Review in conjunction with a compensation consultant as further outlined in Report CAO-PC-2023-03;

And further that upon receipt and approval of the final remuneration report by Council, that By-Law No. 2006-84 and its Schedule “A” be presented to Council for amendment to reflect the recommended process for and final recommendations arising from the Council Remuneration Review.

2. Community & Recreation Services

a. CRS-2023-16 CRS Five (5) Year Capital Works Plan Update

Recommendation

Moved by _____

Seconded by _____

That Report CRS-2023-16, CRS Five (5) Year Capital Works Plan Update, **be received**.

And that the changes to the implementation of the CRS (5) Five Year Capital Works Plans for 2023, **be approved**.

And further that \$4,260,000 in 2023 CRS Capital projects **be deferred** as follows:

- Southfield Multi-Use Court - \$110,000 – Trails Lifecycle Reserve
- Southfield Perimeter Trail - \$150,000 – Parks Lifecycle Reserve
- Lakewood Washroom and Splash Pad - \$2,000,000 - \$1.5M Infrastructure Reserve and \$500,000 Parks Lifecycle Reserve
- L’Essor Soccer Fields Phase 1 - \$2,000,000 - \$1,000,000 Infrastructure Reserve and \$1,000,000 French Catholic School Board.

3. Public Works & Engineering Services

- a. PWES-2023-53 Gouin Drain Tender Award 102 - 108

Recommendation

Moved by _____

Seconded by _____

That the tender for the Gouin Drain in the amount of \$393,120 excluding HST **be awarded** to Mark G. Contracting Inc.;

And that By-law 2023-084 **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 Mark G. Contracting Inc.

- b. PWES-2023-54 Antaya Drain Tender Award 109 - 115

Recommendation

Moved by _____

Seconded by _____

That the tender for the Antaya Drain in the amount of \$76,814 excluding HST **be awarded** to Murray Mills Excavating & Trucking (Sarnia) Ltd. (Murray Mills Excavating);

And that By-law 2023-082 **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 Murray Mills Excavating.

- c. PWES-2023-55 Demonte Branch Drain Tender Award 116 - 122

Recommendation

Moved by _____

Seconded by _____

That the tender for the Demonte Branch Drain in the amount of \$198,687 excluding HST **be awarded** to Mark G. Contracting;

And that By-law 2023-083 **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 Mark G. Contracting.

- d. PWES-2023-56 West Townline and Mooney Creek Drain, Emergency Replacement of Residential Access Bridge, 5285 County Road 19 123 - 131

Recommendation

Moved by _____

Seconded by _____

That report PWES-2023-56 for the Emergency Replacement of Residential Access Bridge for 5285 County Road 19 over the West Townline and Mooney Creek Drain **be received**;

4. Technology & Client Services

- a. TCS-2023-03 Policy 118 Video Surveillance - Municipal Properties 132 - 148

Recommendation

Moved by _____

Seconded by _____

That Report TCS-2023-03 entitled "Video Surveillance – Municipal Properties Policy" **be received**.

And that Attachment 1 to Report TCS-2023-03 "Video Surveillance – Municipal Properties Policy #118" **be approved**.

O. By-Laws

1. By-Law 2023-068 Golden Age Club 149 - 158

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Tecumseh Golden Age Club

2. By-Law 2023-078 Disaster Mitigation and Adaptation Fund - Scully and St. Mark's Pump Station and Riverside Drive Reconstruction - Award of Engineering Consulting Services 159 - 181

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Sterling Ridge Infrastructure Inc for the Scully/St. Marks Pump Station and Riverside Drive East Reconstruction

3. By-Law 2023-082 Antaya Drain Tender Award 182 - 186
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Murray Mills Excavating and Trucking Limited for the repair and improvements to the Antaya Drain.
4. By-Law 2023-083 Demonte Drain Tender Award 187 - 191
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Mark G. Contracting for the repair and improvements to the Demonte Branch Drain
5. By-Law 2023-084 Gouin Drain Tender Award 192 - 196
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Mark G. Contracting for the repair and improvements to the Gouin Drain

P. Unfinished Business

1. July 25, 2023 197 - 197

Q. New Business

R. Motions

1. Confirmatory By-Law 2023-085 198 - 199

Recommendation

Moved by _____

Seconded by _____

That By-Law 2023-85 being a by-law to confirm the proceedings of the Tuesday, July 25, 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, August 8, 2023

4:00 pm Policies & Priorities Committee Meeting

6:00 pm In Camera Council

7:00 pm Regular Council Meeting

U. **Adjournment**

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, July 25, 2023 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Tuesday, July 11, 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, Tania Jobin
Councillor, Rick Tonial

Absent:
Councillor, Brian Houston

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 Customer Service, Amanda Circelli
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert

A. Roll Call

B. Order

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

C. Report Out of Closed Meeting

A closed meeting of Council was held at 5:00 pm this evening in accordance with and as permitted by section 239 (2)(c)(e)(h) of the Municipal Act. At the meeting Council:

- received an update and provided direction to settle an administrative Tribunal matter; and
- received information and an update on two potential land acquisition matters.

D. Moment of Silence

The Members of Council and Administration observe a Moment of Silence.

E. National Anthem

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

F. Land Acknowledgement

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

G. Disclosure of Pecuniary Interest

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

H. Minutes

1. **Regular Council Meeting - June 27, 2023**
2. **Public Council Meeting - June 27, 2023 - ZBA South Side of County Road 22**

Motion: RCM - 183/23

Moved by Councillor Rick Tonial

Seconded by Councillor James Dorner

That the June 27, 2023 minutes of the Regular Council Meeting and the Public Council Meeting as were duplicated and delivered to the members, **be adopted.**

Carried

I. Supplementary Agenda Adoption

Motion: RCM - 184/23

Moved by Councillor Tania Jobin

Seconded by Deputy Mayor Joe Bachetti

That the supplementary items added to the Regular Meeting agenda regarding Report CRS-2023-13 Tecumseh Arena Flooding, **be approved.**

Carried

J. Delegations

1. Long Standing Service Recognition for Gary McNamara, Mayor; and Joe Bachetti, Deputy Mayor

Re: Andrew Dowie, MPP Windsor-Tecumseh

The Associate Minister of Municipal Affairs and Housing, Nina Tangri, and Member of Provincial Parliament, Andrew Dowie, presented the Mayor and Deputy Mayor with certificates recognizing their long standing service as elected officials.

2. Strategic Priorities Planning Session

Janice Forsyth, Forsyth Consulting

Ms. Forsyth presents an overview of the Strategic Priorities as appended in the report on the agenda.

Motion: RCM - 185/23

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Alicia Higgison

That Report CAO-2023-05 entitled "Strategic Priorities 2022-2026 Draft and 2022 Report Out" **be brought forward** on the agenda for discussion and consideration.

Carried

- a. CAO-2023-05 Strategic Priorities 2022-2026 Draft and 2022 Report Out

Motion: RCM - 186/23

Moved by Councillor Rick Tonial
Seconded by Councillor Tania Jobin

That Report CAO-2023-05, entitled “Strategic Priorities 2023 – 2026 (Draft) and 2022 Report Out”, **be received**;

And that Council **select** Vision Option No.1 on the appended draft “Town of Tecumseh Strategic Priorities 2023 – 2026”;

And further that the draft “Town of Tecumseh Strategic Priorities 2023 – 2026” **be approved** in principle.

Carried

K. Communications - For Information

1. **Ministry of Natural Resources and Forestry dated June 23, 2023**

Re: Amendments to the Public Lands Act

2. **Town of Essex dated March 22, 2023**

Re: Retain Surplus Proceeds from Tax Sales

Motion: RCM - 187/23

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That Communications - For Information Items 1 and 2 as listed on the Tuesday, July 11, 2023 Regular Council Agenda, **be received**.

Carried

L. Communications - Action Required

1. **34th Annual Essex Region Conservation Foundation Golf Tournament**

Re: ERCA 34th Annual Golf Tournament

View [here](#)

Motion: RCM - 188/23

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

That the Mayor and Members of Council **be authorized** to attend the 34th Annual Essex Region Conservation Foundation Golf Tournament

scheduled for Thursday, July 20th, 2023 at the Kingsville Golf & County Club, in accordance with the Travel and Professional Development Policies, subject to 2023 Budget funding.

Carried

M. Committee Minutes

1. Court of Revision, June 27, 2023 East Townline Drain

Motion: RCM - 189/23

Moved by Councillor Alicia Higgison
Seconded by Councillor Tania Jobin

That the Tuesday, June 27, 2023 minutes of the Court of Revision for the East Townline Drain as were duplicated and delivered to the members, **be adopted.**

Carried

N. Reports

1. Chief Administrative Officer - People & Culture

Report CAO-2023-05 entitled "Strategic Priorities 2022-2026 Draft and 2022 Report Out" was brought forward on the Agenda to the Strategic Priorities delegation for discussion and consideration.

2. Community & Recreation Services

a. CRS-2023-13 Tecumseh Arena Flood Damage

Supplementary Item

Motion: RCM - 190/23

Moved by Councillor James Dorner
Seconded by Deputy Mayor Joe Bachetti

That Report No. CRS-2023-13, Tecumseh Arena Flood Damage, **be received.**

Carried

3. Financial Services

a. FS-2023-05 Business Plan and Budget Timetable

Motion: RCM - 191/23

Moved by Councillor Rick Toniai

Seconded by Councillor Tania Jobin

That the proposed 2024 Business Plan and Budget Timetable, as follows, **be approved:**

- Council consultation: September 12, 2023
- Public engagement: September 13 - October 13, 2023
- Table proposed business plan and budget: November 28, 2023
- Council deliberations: TBD Dec. 2023/Jan. 2024
- Council consideration and adoption: January 23, 2024

Carried

4. Public Works & Engineering Services

a. PWES-2023-52 2023 Supply of Various Vehicles Tender Award

Motion: RCM - 192/23

Moved by Councillor Rick Toniai

Seconded by Councillor James Dorner

That the purchase of one (1) 1500 series Extended Cab Regular Pickup Truck in the amount of \$49,320 plus HST plus outfitting costs **be awarded** to Blue Mountain Chrysler;

And that the purchase of one (1) 2500 series Crew Cab Long bed Pickup Truck in the amount of \$66,866 plus HST plus outfitting costs **be awarded** to Amherstburg Chevrolet;

And further that the purchase of one (1) 3500 series Regular Cab and Chassis & Dump Body 1 ½ ton in the amount of \$100,751 plus HST plus outfitting costs **be awarded** to Blue Mountain Chrysler as an Irregular Result under the Town of Tecumseh Purchasing Policy and Schedule 'A' of By-law 2021-60;

And furthermore, that the annual funding allocation, reflecting a total budget requirement of \$226,681 with a \$39,798 increase to the original allocation **be funded** from the Fleet Lifecycle Reserve.

Carried

O. By-Laws

1. By-Law 2023-076 Procedural By-Law - Third and Final Readings

A by-law to govern the proceedings of Council, and its Committees/Local boards and the conduct of its members and the calling of meetings

2. By-Law 2023-079 ZBA South side of County Road 22, West of Sylvestre Drive

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South. South Side of County Road 22, West of Sylvestre Drive

Motion: RCM - 193/23

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Alicia Higgison

That By-Law 2023-079 being a by-law to amend By-Law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South. South Side of County Road 22, West of Sylvestre Drive.

Be given first and second reading.

Carried

Motion: RCM - 194/23

Moved by Councillor Alicia Higgison
Seconded by Councillor Tania Jobin

That By-Law 2023-076 being a by-law to govern the proceedings of Council, and its Committees/Local Boards and the conduct of its members and the calling of meetings; and

That By-Law 2023-079 being a by-law to amend By-Law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South. South Side of County Road 22, West of Sylvestre Drive.

Be given third and final reading.

Carried

P. Unfinished Business

1. June 27, 2023

The Members receive the Unfinished Business listing for Tuesday, July 11, 2023.

Q. New Business

There are no New Business items presented to Council.

R. Motions

1. Confirmatory By-Law 2023-080

Motion: RCM - 195/23

Moved by Councillor Rick Tonial
Seconded by Councillor James Dorner

That By-Law 2023-080 being a by-law to confirm the proceedings of the Tuesday, July 11, 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 July 25, 2023

6:00 pm In-Camera Meeting

7:00 pm Regular Council Meeting

U. Adjournment

Motion: RCM - 196/23

Moved by Councillor Rick Tonial

Seconded by Councillor Alicia Higgison

That there being no further business, the Tuesday, July 11, 2023 meeting of the Regular Council **be adjourned** at 8:03 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



New Housing Action Plan

Federal Housing Accelerator Fund

2023.07.25



Federal Housing Accelerator Fund



Primary Objectives of HAF

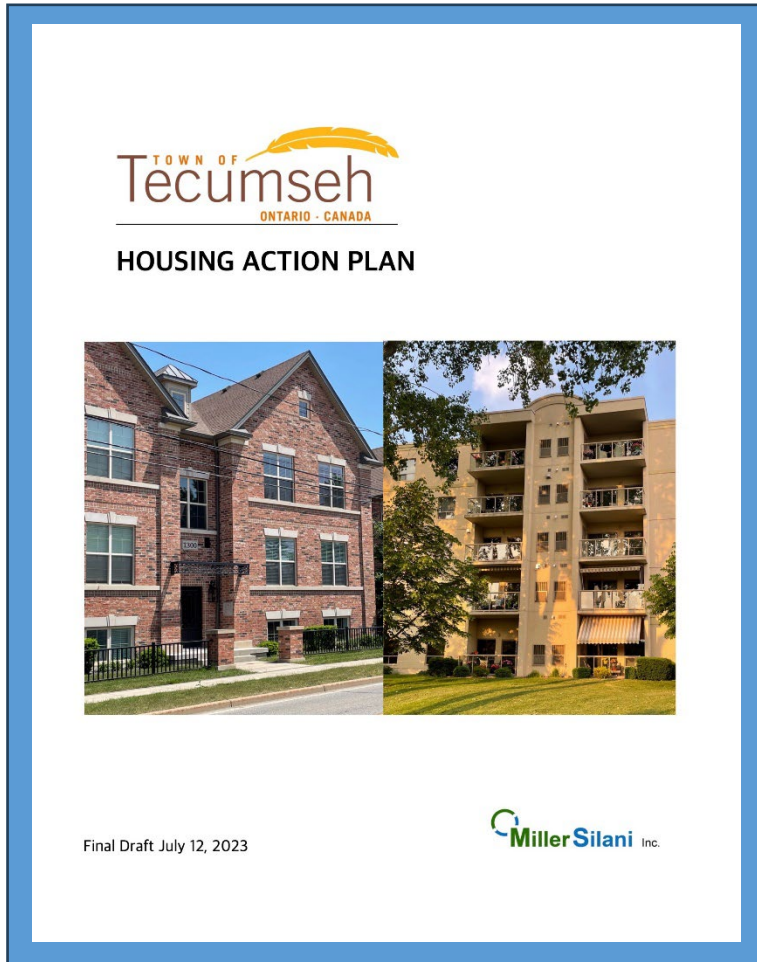
- To create more housing at an accelerated pace
- To enhance certainty in the approval and building process
- To support the development of complete communities, that are walkable, have a diverse mix of uses, amenities and services
- To support the development affordable, inclusive and diverse communities
- To support the development of low-carbon and climate-resilient communities



Purpose of the Housing Action Plan

Why Is It Needed Now?

- Lack of permit-ready building lots
- A growing number of residents living in Tecumseh are having a housing affordability problem
- An opportunity exists to obtain funding assistance from the Federal Government to undertake important initiatives that will increase and diversify housing supply and improve affordability
- Preparation and Council adoption of a new Housing Action Plan is a requirement to be eligible to apply for HAF federal funding

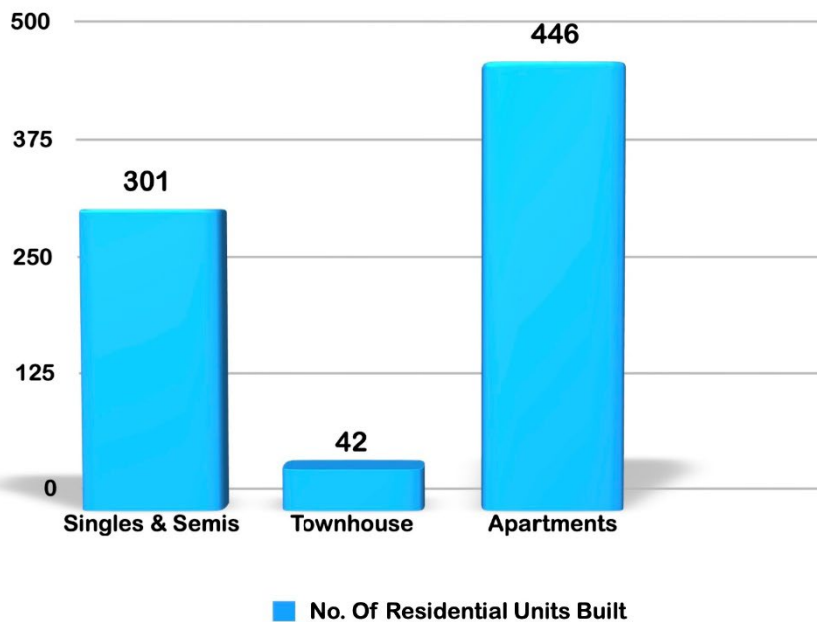


Preparing for Growth

Residential Building Activity

- 789 new dwelling units built in Tecumseh in the last 10 years
- 57 percent were unit in low and mid-rise apartment buildings

Residential Dwelling Units Constructed By Type, 2013 to 2022

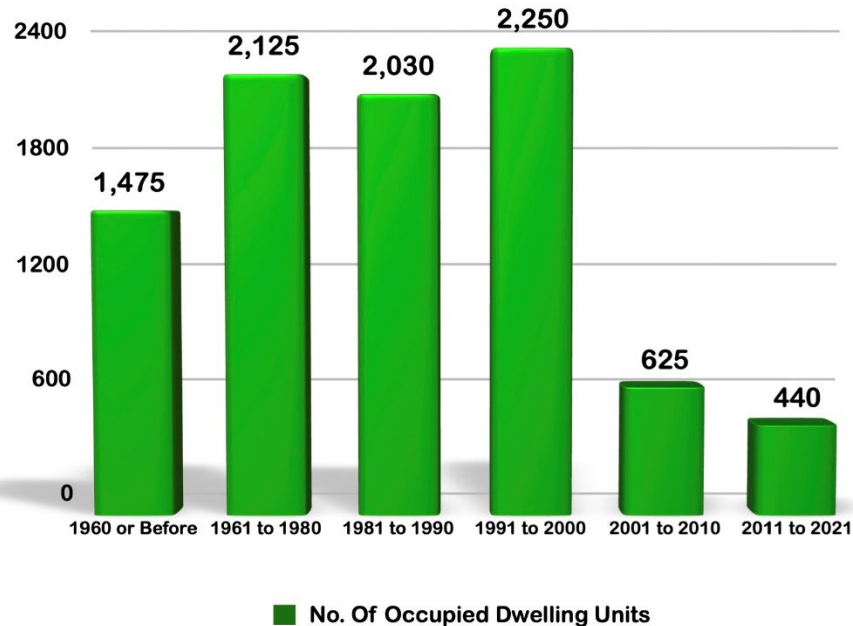


Preparing for Growth

Existing Housing Stock

- 87 percent of the 8,945 private dwelling units in Tecumseh are low density single and semi-detached dwellings
- 75 percent of the existing housing stock was built prior to year 2000

Occupied Dwelling Units By Period of Construction, 2021

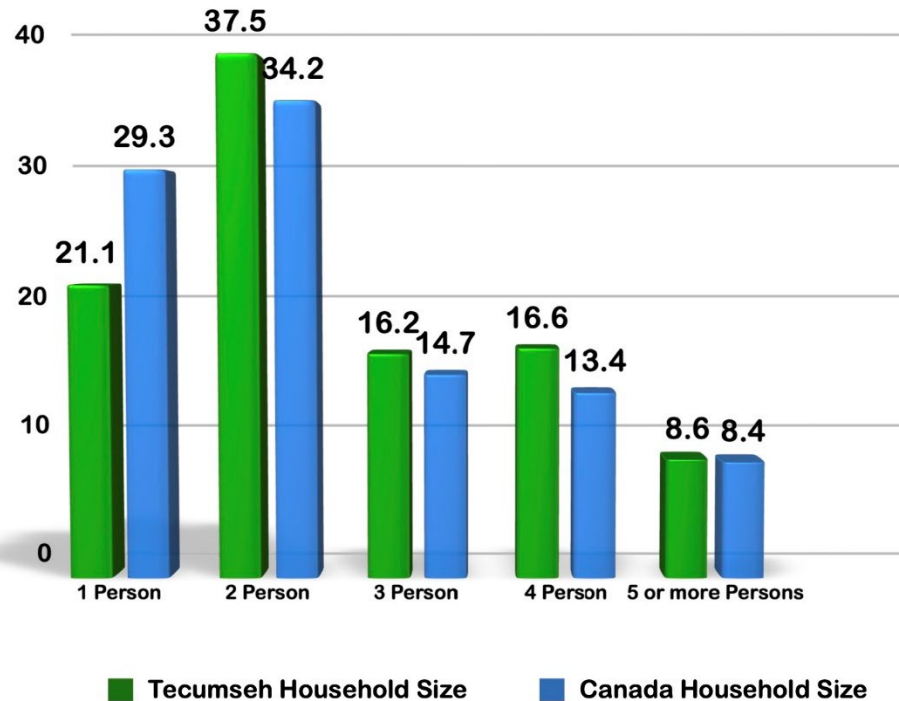


Preparing for Growth

Existing Households

- 50 percent of Tecumseh households are 1 and 2-person households
- 90 percent of households are owners of their homes, as compared to only 67 percent nationwide

Total Households By Size, 2021 (Percent)



Preparing for Growth

Table 10 - Household Spending on Shelter Cost, 2021

Household Spending on Housing

- 1/3 of Tecumseh tenant households are spending more than 30% on housing

HOUSEHOLD SPENDING ON SHELTER COST	TECUMSEH	TECUMSEH (%)	CANADA (%)
SPENDING LESS THAN 30% OF INCOME ON SHELTER COST	7,900	88.7	79.1
SPENDING 30% OR MORE OF INCOME ON SHELTER COST	1,000	11.3	20.9
% OF OWNER HOUSEHOLDS SPENDING 30% OR MORE OF INCOME ON SHELTER COST	-	8.9	14.8
% OR TENANT HOUSEHOLDS SPENDING 30% OR MORE OF INCOME ON SHELTER COST	-	30.3	33.2

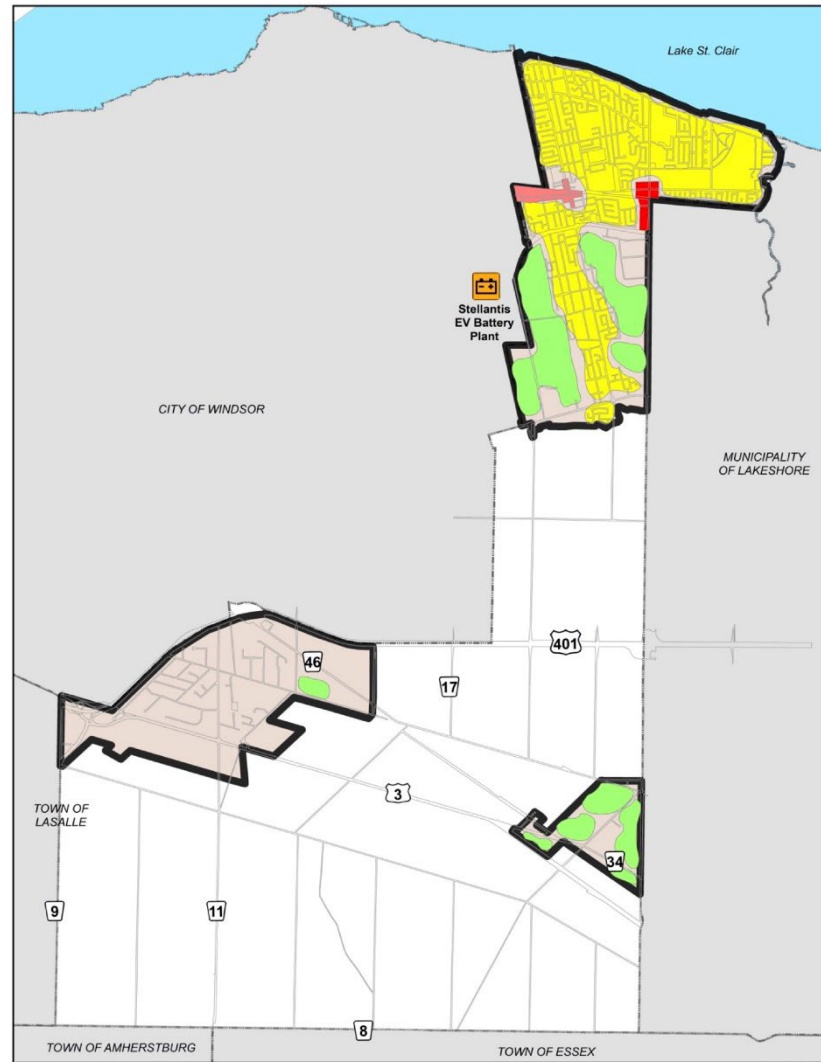
Source: Census Canada



Preparing for Growth

Existing Land Supply

- Can accommodate more than 6,000 new dwelling units
- 1,500 units can be built in Tecumseh Hamlet Area 1A



Preparing for Growth

Growth Forecast

- Tecumseh's population is forecast to grow at a much higher rate over the next 30 years as compared to the last two decades with the planned infrastructure investments being made
- By 2051 the Town's population is projected to be between 35,000 and 42,000 persons, with an average of 400 to 600 persons being added each year
- To meet this anticipated new population, the Town will need to add between 5,500 and 7,900 new dwelling units (between 182 and 262 units per year) to Tecumseh's housing stock over the next three decades



Preparing for Growth

CMHC Housing Market Outlook for CMA

- Higher mortgage rates and a long-term lack of housing supply will make home ownership even less affordable in Tecumseh
- The challenge of affordability in homeownership will drive up demand for rental units. This demand will be added to rental demand stemming from high immigration levels.
- Greater rental demand in the face of limited supply will lead to tighter conditions in already strained markets and lead to even higher rents
- New home construction is expected to grow modestly from 2023 to 2025, as the need to increase housing is confronted by skilled labour shortages;
- An increase in multi-residential housing is expected to be the main reason for the projected modest increase in new home construction during the next 3 years in the Windsor CMA
- Beyond that, there are potentially greater labour constraints stemming from competing capital projects and the retirement of experienced workers



Preparing for Growth

Consultation – Key Takeaways From What Was Heard

- More than 6,000 persons currently on the Central Housing waiting lists in the Windsor-Essex Region, with many people waiting for more than 10 years to obtain access to a social housing unit (more than 60 of these residents live in the Town of Tecumseh)
- Lack of serviced, subdivided, and zoned land is one of the biggest problems facing both the non-profit housing sector and the for-profit sector;
- There is a strong interest to pursue partnering opportunities between the non-profit housing sector and the Town to create additional affordable housing units in the Town of Tecumseh
- Homebuilders having difficulty finding an adequate supply of labour and skilled trades to meet the increased demand for housing
- There is a processing challenge throughout the region in obtaining the required approvals and permits, *“you meet the requirements and then the goal posts move”*



New Housing Targets

For Next 3 Years

- With the assistance of HAF a total of 504 new housing units are targeted to be permitted in the next 3 years
- This is an increase of 267 new units, that would be accelerated with this federal funding

TABLE 14 - TOWN OF TECUMSEH 2024 TO 2026 HOUSING TARGETS (3 YEARS)

CURRENT HOUSING STOCK	8945
TOTAL NUMBER OF HOUSING UNITS TO BE PERMITTED WITHOUT HAF	237
TOTAL NUMBER OF UNITS TO BE PERMITTED WITH HAF	504
ANNUAL HOUSING SUPPLY GROWTH RATE	1.9%
HOUSING SUPPLY GROWTH RATE INCREASE	112.7%
ADDITIONAL UNITS TO BE PERMITTED WITH HAF	267



Tecumseh Housing Action Plan Goals

- Goal 1 To increase the Town's housing supply and to accelerate new home construction to meet a growing demand for housing.
- Goal 2 To improve housing affordability for Tecumseh residents, for both rental and ownership housing
- Goal 3 To diversify the Town's existing housing stock
- Goal 4 To streamline municipal approvals
- Goal 5 To engage, collaborate and educate



Tecumseh Housing Action Plan Initiatives

- Initiative 1 Allowing increased housing density and making housing more affordable by pre-zoning lands to allow as-of-right semi-detached housing as part of all low-density residential districts.
- Initiative 2 Promoting higher density development without the need for rezonings, by pre-zoning lands within the Town's Main Street Community Improvement Plan Area to allow "missing middle" housing forms and Mid-Rise Apartments as-of-right.
- Initiative 3 Implementing land use changes (official plan and zoning by-law amendment) that would allow residential intensification and new mixed-use development and redevelopment within the Manning Road Commercial District.



Tecumseh Housing Action Plan Initiatives

- Initiative 4 Implementing revised parking requirements such as reduced or eliminated parking spaces for new developments
- Initiative 5 Implementing incentives, including reduced Development Charge Fees, Planning and Building Permit Fees, and making available a Property Tax Equivalent Tax Program to encourage purpose build rental housing and affordable housing units to be built within the Town's Main Street Community Improvement Plan Area.



Tecumseh Housing Action Plan Initiatives

- Initiative 6 Preparing and making available a user-friendly Information Kit for Tecumseh residents to: explain how they can add an ARU to their existing property; provide ARU examples and illustrative design guides; and outline a simplified and streamlined process to obtain a building permit.
- Initiative 7 Eliminating building permit fees for ARUs for a 3-year period starting from the date that the Housing Action Plan is adopted.
- Initiative 8 Identifying one or more parcels of publicly owned land that can be made available for affordable housing, and pre-zoning the sites identified.



Tecumseh Housing Action Plan Initiatives

- Initiative 9 Implementing a new e-processing system for all planning related applications to expedite and streamline the approval process for all new housing developments (expanding on the new e-permitting system that is being put in place for Building Services)
- Initiative 10 Creating a new Housing Advisory Panel (comprising key representatives from the non-profit, private, and public sectors) to: advise Council on housing related matters; collaborate and to partner to improve housing affordability; accelerate the timelines related to new housing construction; expand housing choices; and increase the overall supply of housing in the community.



Tecumseh Housing Action Plan



- Questions -





The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: July 25, 2023

Report Number: DS-2023-14

Subject: Summary of Draft Tecumseh Housing Action Plan
Federal Housing Accelerator Fund Program
OUR FILE: L11 FED

Recommendations

It is recommended:

That Report DS-2023-14 entitled “Summary of Draft Tecumseh Housing Action Plan: Federal Housing Accelerator Fund Program”, **be received**.

Background

Housing Accelerator Fund

On March 17, 2023, the Federal Government launched the \$4 billion Housing Accelerator Fund (HAF), which will provide funding to local governments to fast-track the creation of new homes in Canada. The objective is to accelerate the supply of housing across Canada, resulting in at least 100,000 more housing units being constructed than would have occurred without the program.

In addition to creating more supply of housing at an accelerated pace, the program is also supporting the following priorities:

- the development of complete communities that are walkable, consisting of appropriate residential densities and a diverse mix of land uses, providing access

to a wide variety of amenities and services through public and active transportation;

- the development of affordable, inclusive, equitable and diverse communities through the provision of housing across the entire housing spectrum;
- supporting the development of low-carbon and climate-resilient communities.

The preparation and submission of a Housing Action Plan is a mandatory requirement for a community to be eligible for funding under the HAF. The Housing Action Plan must include:

1. housing supply growth targets, which reflect the total number of permitted housing units projected with the support afforded by the HAF;
2. additional targets related to the type of housing projected, as well as affordable housing; and
3. a minimum of seven proposed initiatives that will help achieve the committed targets, speed up approvals and support the objectives of the program.

The framework for determining the amount of incentive funding includes base funding, top-up funding, and an affordable housing bonus. The HAF is an application-based program being administered by Canada Mortgage and Housing Corporation (“CMHC”). It was recently announced that the application portal is now open and that applications from municipalities will be accepted until end of day August 18, 2023.

An overview of the HAF program, its eligibility requirements, timelines, application process, and final approval process was provided by way of Report [DS-2023-09](#), which was approved by Town Council at its April 25, 2023 Regular Council meeting.

Retaining a Consultant

In approving Report DS-2023-09, Council authorized funding to support the hiring of a planning consultant to assist in the preparation of a Housing Action Plan and the submission of a funding application under the HAF program. To this end, Larry Silani, Land Use Planner and partner with MillerSilani Inc. (“the Consultant”), was retained by the Town.

Tecumseh Housing Action Plan

The Consultant has worked with Town Administration in the development of a Housing Action Plan. In addition, virtual meetings were attended with the Town’s regional CMHC representative to ensure the work being undertaken matched with the HAF program

requirements. Multiple CMHC sponsored webinars were also attended by the Consultant and Town Administration.

The development of the Housing Action Plan was also informed by:

1. meetings with key stakeholders (including the Windsor-Essex Home Builder's Association, Heavy Construction Association of Windsor, Windsor-Essex Community Housing Authority, Community Services Manager/County of Essex, Tecumseh Mayor and CAO);
2. a review of the regional housing Master Plan and housing needs assessment (titled "Home Together: Windsor Essex Housing and Homelessness Plan, 2019-2028");
3. a review of historic Town residential building activity, existing building stock, demographic characteristics, land supply for new housing, growth forecasts and housing outlook; and
4. a review of the Town's recently adopted capital works plan that is intended to extend municipal infrastructure to support advancement of residential development in various greenfield areas.

The Housing Action Plan summarizes findings from the preceding activities and expands upon the following items, which are all program requirements to qualify for funding under the HAF program:

1. new housing targets have been prepared for the Town for the next three years (2024 to 2026), including housing units to be permitted without assistance from HAF (based on the Town's 10-year historic average) and housing units to be permitted with HAF assistance;
2. the analysis concludes that an additional 267 housing units would be permitted over the three-year period with HAF assistance. These additional housing units are also broken down by housing type and the percentage anticipated to be affordable;
3. a commitment to undertake a housing needs assessment for Tecumseh as part of the new Windsor-Regional Housing Affordability Strategy intended to commence in early 2024;
4. the establishment of Housing Action Plan Goals, of which there are five; and
5. the establishment of Housing Action Plan Initiatives, of which there are ten. The HAF program establishes that there must be a minimum of seven

initiatives, although CMHC has indicated that having more than the minimum would be advantageous.

On July 25, 2023, the Consultant will be presenting a PowerPoint to Council (see Attachment 1), which provides a more detailed overview of the draft Tecumseh Housing Action Plan. In order to ensure a funding application can be filed by the Town prior to the August 18, 2023 deadline, the Housing Action Plan will be brought forward for consideration of Council adoption at the August 8, 2023, Regular Council Meeting.

Comments

The adoption of a Housing Action Plan by Council provides the Town with a first-generation document that places a special lens on the importance of ensuring an adequate housing supply. The Housing Action Plan prioritizes the significant role the Town can play in meeting the diverse housing needs of the community. It articulates steps to be taken by the Town to accelerate the provision of housing not only for the next three years, but over an extended period. It also encourages heightened engagement amongst the multitude of players involved in the provision of housing, including private and public builders and a variety of agencies.

In addition, a Council approved Housing Action Plan will, in the immediate term, allow the Town to file an application for funding under the HAF program. Over the longer term, the Plan will assist in addressing the evolving housing and socio-economic needs of the community.

Next Steps

To provide Council with an opportunity to review the document in detail prior to the August 8, 2023, Council meeting, the draft Housing Action Plan will be circulated for review by email by the end of day July 27, 2023. A further Administrative Report along with the draft Housing Action Plan will be provided on the August 8, 2023, Council agenda for consideration of Council adoption.

Consultations

Community & Recreation Services
Financial Services
Public Works & Engineering Services

Financial Implications

As previously noted, the adoption of a Housing Action Plan is a prerequisite to filing an application to the HAF program. The program provides funding per housing unit projected to be permitted at an accelerated rate that results from the financial support provided to the Town by HAF. The HAF program requires that available funding first be directed to support the Town initiatives, thereby removing municipal financial implications with the implementation of those initiatives. Any remaining funding can be used for capital projects that support the accelerated provision of housing over the next three years.

Based on current calculations, which project an additional 267 housing units could be permitted over the three-year program period because of HAF assistance, the Town may qualify for funding of between approximately \$5.0 MIL to \$7.0 MIL, depending on the breakdown of unit types and affordability. Additional details including estimated HAF funding towards the Town initiatives and the key strategic capital project(s) will be provided as part of the August 8, 2023, Administrative Report to Council. It is anticipated that HAF funding for capital projects will involve the advancement of one or more of the strategic projects identified in the 10-year Capital Plan approved by Council May 5, 2022 that would have the effect of accelerating housing development.

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:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	New Housing Action Plan, PowerPoint Presentation, July 25, 2023



New Housing Action Plan

Federal Housing Accelerator Fund

2023.07.25



Federal Housing Accelerator Fund



Primary Objectives of HAF

- To create more housing at an accelerated pace
- To enhance certainty in the approval and building process
- To support the development of complete communities, that are walkable, have a diverse mix of uses, amenities and services
- To support the development affordable, inclusive and diverse communities
- To support the development of low-carbon and climate-resilient communities



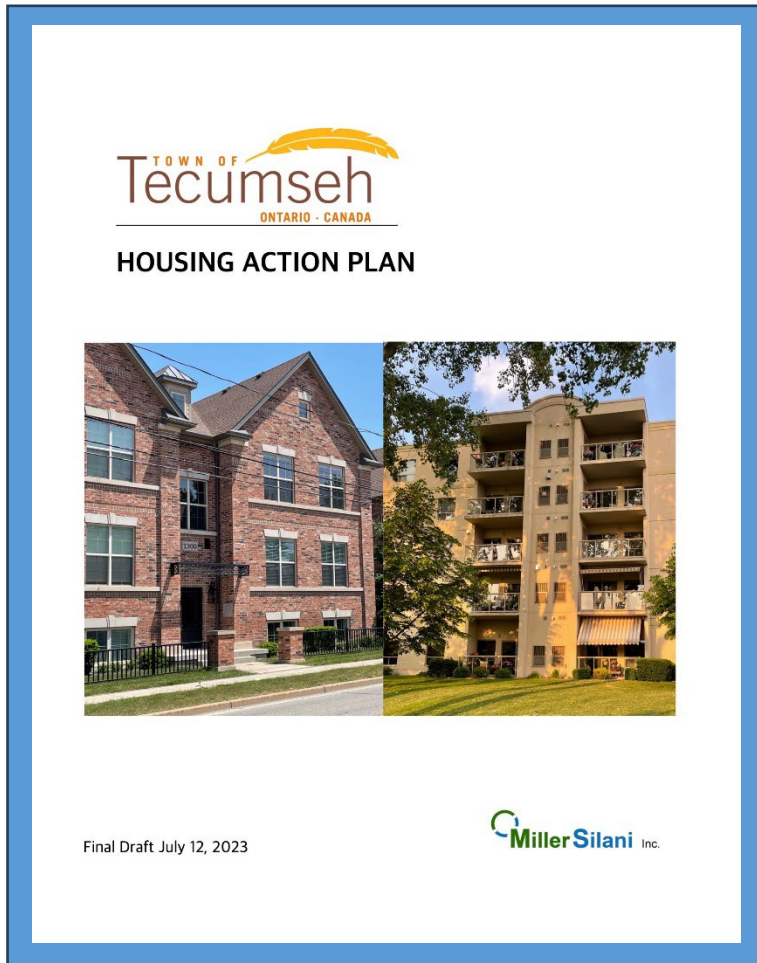
Canada



Purpose of the Housing Action Plan

Why Is It Needed Now?

- Lack of permit-ready building lots
- A growing number of residents living in Tecumseh are having a housing affordability problem
- An opportunity exists to obtain funding assistance from the Federal Government to undertake important initiatives that will increase and diversify housing supply and improve affordability
- Preparation and Council adoption of a new Housing Action Plan is a requirement to be eligible to apply for HAF federal funding

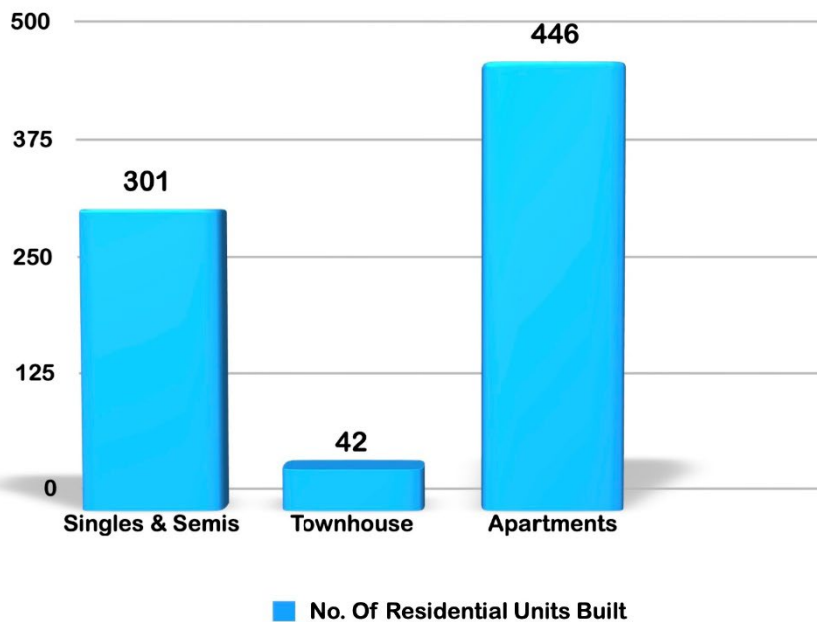


Preparing for Growth

Residential Building Activity

- 789 new dwelling units built in Tecumseh in the last 10 years
- 57 percent were unit in low and mid-rise apartment buildings

Residential Dwelling Units Constructed By Type, 2013 to 2022

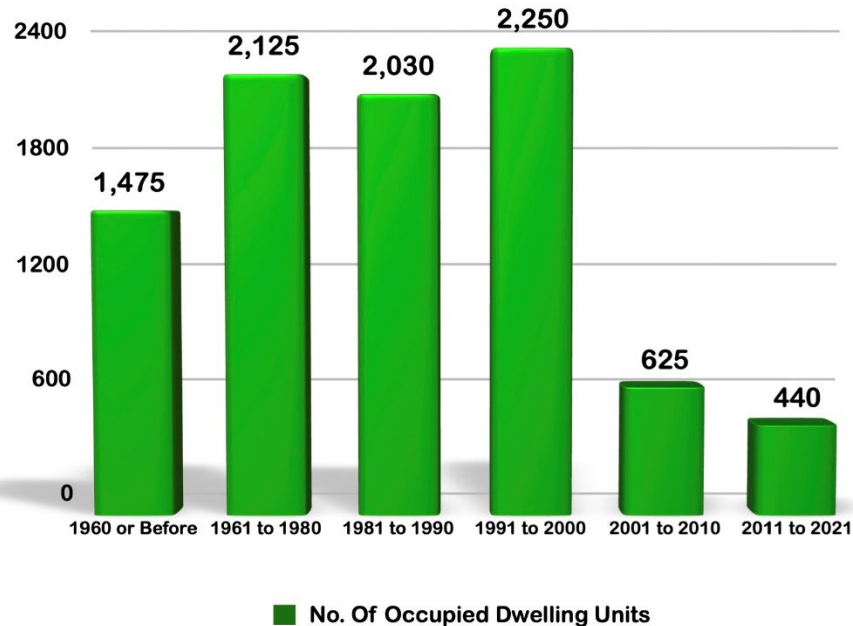


Preparing for Growth

Existing Housing Stock

- 87 percent of the 8,945 private dwelling units in Tecumseh are low density single and semi-detached dwellings
- 75 percent of the existing housing stock was built prior to year 2000

Occupied Dwelling Units By Period of Construction, 2021

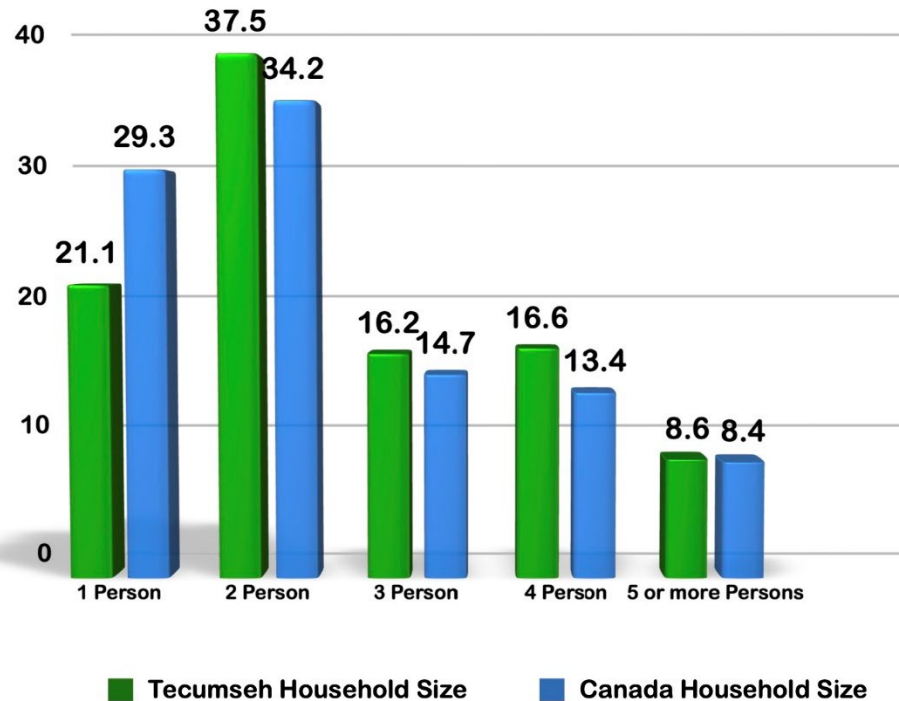


Preparing for Growth

Existing Households

- 50 percent of Tecumseh households are 1 and 2-person households
- 90 percent of households are owners of their homes, as compared to only 67 percent nationwide

Total Households By Size, 2021 (Percent)



Preparing for Growth

Table 10 - Household Spending on Shelter Cost, 2021

Household Spending on Housing

- 1/3 of Tecumseh tenant households are spending more than 30% on housing

HOUSEHOLD SPENDING ON SHELTER COST	TECUMSEH	TECUMSEH (%)	CANADA (%)
SPENDING LESS THAN 30% OF INCOME ON SHELTER COST	7,900	88.7	79.1
SPENDING 30% OR MORE OF INCOME ON SHELTER COST	1,000	11.3	20.9
% OF OWNER HOUSEHOLDS SPENDING 30% OR MORE OF INCOME ON SHELTER COST	-	8.9	14.8
% OF TENANT HOUSEHOLDS SPENDING 30% OR MORE OF INCOME ON SHELTER COST	-	30.3	33.2

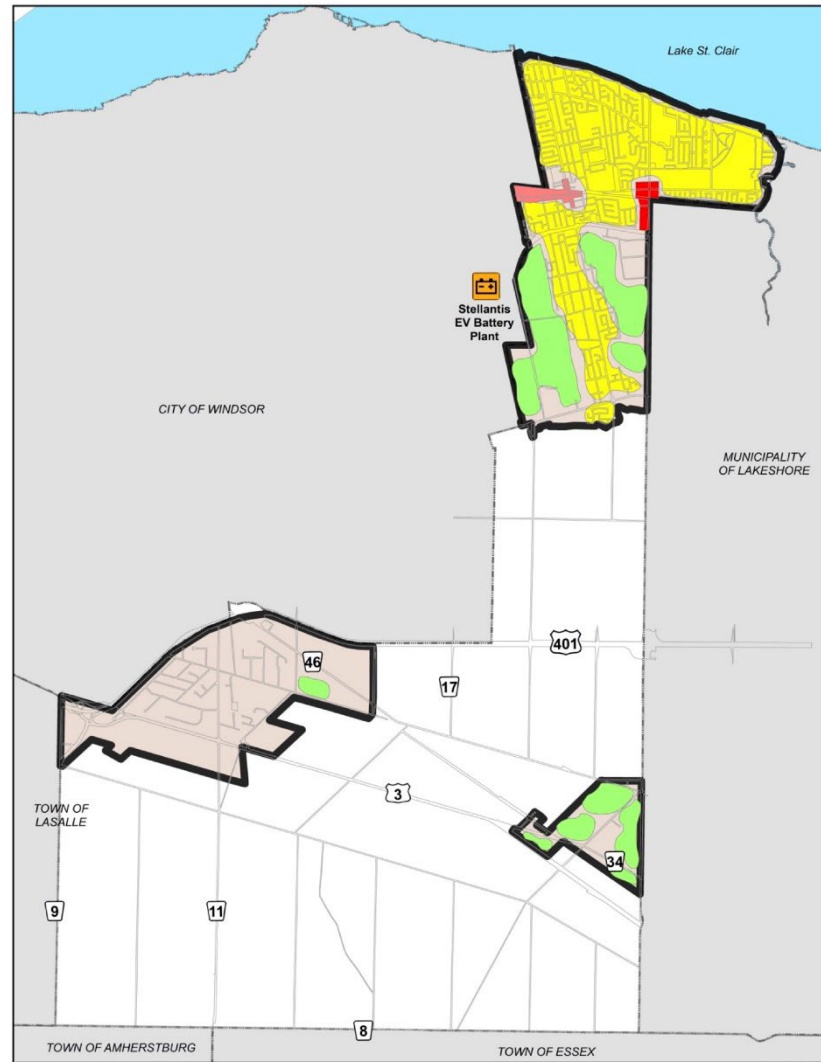
Source: Census Canada



Preparing for Growth

Existing Land Supply

- Can accommodate more than 6,000 new dwelling units
- 1,500 units can be built in Tecumseh Hamlet Area 1A



Preparing for Growth

Growth Forecast

- Tecumseh's population is forecast to grow at a much higher rate over the next 30 years as compared to the last two decades with the planned infrastructure investments being made
- By 2051 the Town's population is projected to be between 35,000 and 42,000 persons, with an average of 400 to 600 persons being added each year
- To meet this anticipated new population, the Town will need to add between 5,500 and 7,900 new dwelling units (between 182 and 262 units per year) to Tecumseh's housing stock over the next three decades



Preparing for Growth

CMHC Housing Market Outlook for CMA

- Higher mortgage rates and a long-term lack of housing supply will make home ownership even less affordable in Tecumseh
- The challenge of affordability in homeownership will drive up demand for rental units. This demand will be added to rental demand stemming from high immigration levels.
- Greater rental demand in the face of limited supply will lead to tighter conditions in already strained markets and lead to even higher rents
- New home construction is expected to grow modestly from 2023 to 2025, as the need to increase housing is confronted by skilled labour shortages;
- An increase in multi-residential housing is expected to be the main reason for the projected modest increase in new home construction during the next 3 years in the Windsor CMA
- Beyond that, there are potentially greater labour constraints stemming from competing capital projects and the retirement of experienced workers



Preparing for Growth

Consultation – Key Takeaways From What Was Heard

- More than 6,000 persons currently on the Central Housing waiting lists in the Windsor-Essex Region, with many people waiting for more than 10 years to obtain access to a social housing unit (more than 60 of these residents live in the Town of Tecumseh)
- Lack of serviced, subdivided, and zoned land is one of the biggest problems facing both the non-profit housing sector and the for-profit sector;
- There is a strong interest to pursue partnering opportunities between the non-profit housing sector and the Town to create additional affordable housing units in the Town of Tecumseh
- Homebuilders having difficulty finding an adequate supply of labour and skilled trades to meet the increased demand for housing
- There is a processing challenge throughout the region in obtaining the required approvals and permits, *“you meet the requirements and then the goal posts move”*



New Housing Targets

For Next 3 Years

- With the assistance of HAF a total of 504 new housing units are targeted to be permitted in the next 3 years
- This is an increase of 267 new units, that would be accelerated with this federal funding

TABLE 14 - TOWN OF TECUMSEH 2024 TO 2026 HOUSING TARGETS (3 YEARS)

CURRENT HOUSING STOCK	8945
TOTAL NUMBER OF HOUSING UNITS TO BE PERMITTED WITHOUT HAF	237
TOTAL NUMBER OF UNITS TO BE PERMITTED WITH HAF	504
ANNUAL HOUSING SUPPLY GROWTH RATE	1.9%
HOUSING SUPPLY GROWTH RATE INCREASE	112.7%
ADDITIONAL UNITS TO BE PERMITTED WITH HAF	267



Tecumseh Housing Action Plan Goals

- Goal 1 To increase the Town's housing supply and to accelerate new home construction to meet a growing demand for housing.
- Goal 2 To improve housing affordability for Tecumseh residents, for both rental and ownership housing
- Goal 3 To diversify the Town's existing housing stock
- Goal 4 To streamline municipal approvals
- Goal 5 To engage, collaborate and educate



Tecumseh Housing Action Plan Initiatives

- Initiative 1 Allowing increased housing density and making housing more affordable by pre-zoning lands to allow as-of-right semi-detached housing as part of all low-density residential districts.
- Initiative 2 Promoting higher density development without the need for rezonings, by pre-zoning lands within the Town's Main Street Community Improvement Plan Area to allow "missing middle" housing forms and Mid-Rise Apartments as-of-right.
- Initiative 3 Implementing land use changes (official plan and zoning by-law amendment) that would allow residential intensification and new mixed-use development and redevelopment within the Manning Road Commercial District.



Tecumseh Housing Action Plan Initiatives

- Initiative 4 Implementing revised parking requirements such as reduced or eliminated parking spaces for new developments
- Initiative 5 Implementing incentives, including reduced Development Charge Fees, Planning and Building Permit Fees, and making available a Property Tax Equivalent Tax Program to encourage purpose build rental housing and affordable housing units to be built within the Town's Main Street Community Improvement Plan Area.



Tecumseh Housing Action Plan Initiatives

- Initiative 6 Preparing and making available a user-friendly Information Kit for Tecumseh residents to: explain how they can add an ARU to their existing property; provide ARU examples and illustrative design guides; and outline a simplified and streamlined process to obtain a building permit.
- Initiative 7 Eliminating building permit fees for ARUs for a 3-year period starting from the date that the Housing Action Plan is adopted.
- Initiative 8 Identifying one or more parcels of publicly owned land that can be made available for affordable housing, and pre-zoning the sites identified.



Tecumseh Housing Action Plan Initiatives

- Initiative 9 Implementing a new e-processing system for all planning related applications to expedite and streamline the approval process for all new housing developments (expanding on the new e-permitting system that is being put in place for Building Services)
- Initiative 10 Creating a new Housing Advisory Panel (comprising key representatives from the non-profit, private, and public sectors) to: advise Council on housing related matters; collaborate and to partner to improve housing affordability; accelerate the timelines related to new housing construction; expand housing choices; and increase the overall supply of housing in the community.



Tecumseh Housing Action Plan



- Questions -





Violence Against Women Coordinating Committee Windsor-Essex

vawccwe@gmail.com

Deputy Mayor Joe Bachetti
Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

July 12, 2023

Deputy Mayor Bachetti,

Our local Violence Against Women Coordinating Committee Windsor Essex (VAWCCWE) requests your support in declaring Intimate Partner Violence an epidemic in Windsor and Essex County. The VAWCCWE is a cross-sectorial committee comprised of community-based organizations that work together to provide a coordinated response for women experiencing violence and their children.

The Office of the Chief Coroner set forth 86 recommendations after the inquest into the deaths of Carol Culleton, Anastasia Kuzyk and Nathalie Warmerdam in Renfrew County (<https://www.ontario.ca/page/2022-coroners-inquests-verdicts-and-recommendations#section-4>). These recommendations are very important to the safety of women and children experiencing violence. Since October 2021, there have been four femicides in Windsor and Essex County and the number of intimate partner violent incidents are not decreasing. As a Committee, we hope to raise awareness of this complex social health issue and the numerous factors that need to be considered to help keep women and children safe.

Over 30 municipalities across Ontario have already declared Intimate Partner Violence an epidemic in their communities and we hope Essex County and the Town of Tecumseh will join them. This is an essential first step, as recommended in the Renfrew inquest and discussed in the Mass Casualty Commission's final report on April 18-19, 2020, in Nova Scotia (<https://masscasualtycommission.ca/>). Given your leadership role, we ask that you support our local VAWCCWE in taking steps towards the systemic change that needs to occur in Canada to best protect those at risk. We also welcome the opportunity for future discussions on ways to support survivors through the integration of services in town planning and the ongoing collaboration required to address violence and femicide in our community.

We acknowledge that the province of Ontario rejected the idea of formally declaring intimate partner violence an epidemic, based on the definition of the word. However, research and documentation has shown that Intimate Partner Violence is a pervasive social and public health issue that has significant consequences for victims, their families, and the communities in which they live. We appreciate your advocacy and look forward to speaking with you further.

Sincerely,

Members of the Violence Against Women Coordinating Committee Windsor-Essex (VAWCCWE).

*The VAWCCWE is a member of Building a Bigger Wave <http://www.buildingabiggerwave.org/> (the provincial organization) and the Southwest Regional Coordinating Committee (SWRCC). Information available under VAWCCWE at <https://hiatushouse.com/about-us/#tab-625aad90bbfdd-7> or <https://www.facebook.com/VAWCCWE/>.



Intimate Partner Violence IS an Epidemic

The jury in the Renfrew Inquest put forth numerous recommendations, including the declaration of intimate partner violence (IPV) as an epidemic. While the provincial government accepted or partially accepted many of these recommendations, they rejected the specific recommendation to declare IPV as an epidemic, reasoning that “intimate partner violence would not be considered an epidemic as it is not an infectious or communicable disease.” However, this rationale is deeply flawed.

According to the Merriam-Webster definition, an epidemic can be described as “affecting or tending to affect a disproportionately large number of individuals within a population, community, or region at the same time,” an “outbreak of disease that spreads quickly and affects many individuals at the same time,” and “an outbreak or product of sudden rapid spread, growth, or development.”¹ While IPV may not meet the definition of an epidemic as an “outbreak of disease,” it certainly meets the criteria of affecting a disproportionately large number of individuals within a population.

The **scale and prevalence** of IPV alone should warrant the declaration of an epidemic. Statistics reveal that almost half (44%) of all Canadian women have experienced IPV in their lifetimes², and nearly two-thirds of people in Canada (64%) personally know a woman who has experienced abuse.³ Over a hundred women and girls lose their lives to violence in Canada each year, demonstrating the extensive reach and impact of this problem. In fact, in Ontario alone, 52 women were killed by their current or former intimate partners between November 2021 and November 2022⁴, and since October 2021, there have been 4 femicides in Windsor-Essex. Like many diseases, IPV has no boundaries, impacting individuals from all backgrounds, communities, and social groups. However, IPV does disproportionately affect women, Indigenous women, women living with disabilities, visible minority women, and those who identify as LGBTQ2.⁵

Recognizing IPV as an epidemic aligns with global perspectives and leaders in health. The World Health Organization has classified violence against women as a “**global health problem of epidemic proportions**,”⁶ and the United Nations Secretary-General has referred to violence against women and girls as the **world’s longest, deadliest pandemic**⁷. It is not only international bodies recognizing this, as over 30 municipalities and townships in Ontario have already declared IPV an epidemic, acknowledging that it is a complex social and public health issue. It is time for Windsor-Essex to do the same.

Similar to how diseases affect various systems in the body, IPV has multidimensional impacts and consequences for survivors, and these impacts extend beyond the individual. IPV disrupts the social fabric of families, social networks, and communities. In 2009, the Department of Justice estimated that the **costs associated with IPV in Canada exceed \$7.4 billion dollars each year**, noting that this “is a

¹ www.merriam-webster.com

² Statistics Canada (2021) <https://www150.statcan.gc.ca/n1/en/pub/85-002-x/2021001/article/00014-eng.pdf?st=iKS-JQPH>

³ Canadian Women’s Foundation (2021) [https://canadianwomen.org/the-facts/gender-based-violence/#?text=More%20than%204%20in%2010,\(Statistics%20Canada%2C%202021\)](https://canadianwomen.org/the-facts/gender-based-violence/#?text=More%20than%204%20in%2010,(Statistics%20Canada%2C%202021)).

⁴ OAITH (2023) <https://www.oaith.ca/oaith-work/we-count-femicide-because/femicide-reports-and-analysis.html>

⁵ Women and Gender Equality Canada (2022) <https://women-gender-equality.canada.ca/en/gender-based-violence/intimate-partner-violence.html>

⁶ WHO, 2013 <https://www.who.int/news/item/20-06-2013-violence-against-women-a-global-health-problem-of-epidemic-proportions->

⁷ United Nations (2022) <https://press.un.org/en/2022/sgsm21195.doc.htm>

conservative estimate.”⁸ These costs encompass justice system expenses (police, courts, prosecution, legal aid, corrections, civil protection orders, child protection system, etc.), victim costs (medical attention, lost wages, lost education, stolen/damaged property, pain and suffering), and third-party costs (social services, losses to employers, negative impacts on children and other government expenditures).⁹

Additionally, the cyclical and intergenerational transmission of IPV cannot be ignored. Children who are exposed to IPV have an increased risk of developing psychological, social, and behavioural problems such as mood and anxiety disorders, PTSD, and substance abuse^{10, 11}. They may also face school-related issues¹² and are at an increased risk of experiencing emotional abuse, sexual abuse, physical abuse, neglect¹³ and, in some cases, death.¹⁴ Furthermore, just like a disease, exposure can lead to further transmission, as children who are exposed to IPV are at risk of perpetuating violence in adulthood^{15,16,17,18,19}, emphasizing the need to address this issue comprehensively.

The initial recommendation to declare IPV an epidemic is based on the understanding that epidemic status extends beyond the realm of infectious diseases. It acknowledges the pervasive and widespread impact of IPV on individuals, families, and communities. By disregarding the recommendation and using a narrow definition of an epidemic, the province is overlooking the severity and urgency of IPV as a public health crisis. IPV is often deemed a “private matter” because it happens behind closed doors. Declaring IPV as an epidemic will help to bring it out of the shadows.

Understanding the parallels between IPV and disease epidemics underscore the urgency of addressing IPV as a public health issue. It necessitates a comprehensive response encompassing prevention, intervention, support services, and community education and awareness to effectively combat the pervasiveness and multidimensional impact and cycle of IPV.

Just as Ontario was the first province in Canada to address domestic violence in the workplace by amending the Occupational Health and Safety Act, let us take the lead once again. Together, by declaring IPV an epidemic in Windsor-Essex, we will work towards making Ontario the trailblazer in formally recognizing and addressing IPV as the urgent public health crisis it is.

Sincerely,

Amy Peirone, Coordinator, Violence Against Women Coordinating Committee Windsor-Essex

⁸ Department of Justice, 2009 https://www.justice.gc.ca/eng/rp-pr/cj-ip/fv-vf/rr12_7/p0.html

⁹ Department of Justice, 2009 https://www.justice.gc.ca/eng/rp-pr/cj-ip/fv-vf/rr12_7/p0.html

¹⁰ Osofsky, J.D. (2003). Prevalence of children's exposure to domestic violence and child maltreatment: Implications for prevention and intervention. *Clinical Child & Family Psychology Review*, 6, 161–70.

¹¹ Wathen, N.C., & MacMillan, H.L. (2013). Children's exposure to intimate partner violence: Impacts and Interventions. *Paediatric Child Health*, 18(8).

¹² Levendosky, A.A, Bogat, G.A, & Martinez-Torteya, C. (2013). PTSD symptoms in young children exposed to intimate partner violence. *Violence Against Women*, 19, 187–201.

¹³ Graham-Bermann, S.A., Castor, L.E., Miller, L.E., & Howell, K.H. (2012). The impact of intimate partner violence and additional traumatic events on trauma symptoms and PTSD in preschool-aged children. *Journal of Trauma Stress*, 25, 393–400.

¹⁴ Jaffe, P.G., Campbell, M., Hamilton, L.H., & Juodis, M. (2012). Children in danger of domestic homicide. *Child Abuse & Neglect*, 36, 71–4.

¹⁵ Schwartz, J.P., Hage, S.M., Bush, I., & Burns, L. (2006) Unhealthy parenting and potential mediators as contributing factors to future intimate violence: A review of the literature. *Trauma Violence Abuse*, 7, 206–21.

¹⁶ Forke, C.M., et al. (2018) Witnessing intimate partner violence as a child: How boys and girls model their parents' behaviours in adolescence. *Child Abuse & Neglect*, 84, 241–252.

¹⁷ Curtis, A., et al. (2022). Childhood predictors of adult Intimate Partner Violence Perpetration and Victimization. *Journal of Family Violence*, <https://doi.org/10.1007/s10896-022-00451-0>

¹⁸ Roberts, A. L., Gilman, S. E., Fitzmaurice, G., Decker, M. R., & Koenen, K. C. (2010). Witness of intimate partner violence in childhood and perpetration of intimate partner violence in adulthood. *Epidemiology*, 21(6), 809–818.

¹⁹ Baker, L., & Etherington, N. (2016) The Link between Boys' victimization and adult perpetration of Intimate Partner Violence: Opportunities for Prevention across the Life Course. London, Ontario: Centre for Research & Education on Violence Against Women & Children.



Declare Intimate Partner Violence An Epidemic

What is Intimate Partner Violence?

Intimate partner violence (IPV) is the use of behaviour to gain control and power over an intimate partner (i.e. a current or former spouse, dating, or sexual partner). It may include a pattern of physical or sexual violence, criminal harassment, threats of physical or sexual violence, reproductive coercion, coercive control, spiritual abuse, cyber-violence, and/or emotional, financial, or psychological abuse.⁶ In some cases, IPV culminates in femicide, broadly defined as the gender-based killing of women and girls.⁷

Who Experiences Intimate Partner Violence?

Victims can be of any age, gender, sexual orientation, educational background or income.⁸ However, IPV is highly gendered, as women account for the majority of those victimized by IPV, and experience IPV with greater frequency/severity (i.e., being choked, being assaulted or threatened with a weapon, or being sexually assaulted).⁹ Due to the devastating impacts of colonialism, IPV against Indigenous women is significantly higher than non-Indigenous women.¹⁰

Background

In June 2022, an inquest was held for the 2015 deaths of Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam of Renfrew County, who were murdered by their former partner. Out of this inquest, the jury made 86 recommendations for change. The first jury recommendation is for the Government of Ontario to declare intimate partner violence an epidemic.¹

Why Declare Intimate Partner Violence an Epidemic?

2021 marked the seventh consecutive year of an increase in police-reported IPV in Canada.² Nearly half of all women in Canada report some form of IPV in their life, and one woman is killed every six days by a current or former partner.³ IPV requires immediate and creative responses from all levels of government, and all sectors of service provision. The consequences of IPV are long-lasting and far-reaching. Two-thirds of Canadians know a woman who has experienced some form of intimate partner violence.⁴ These women are our friends, children, parents, colleagues, employees, and employers. Despite continuing progress in public education, a stigma is still attached to being a victim of IPV. Many choose not to report because they believe their experiences of violence are a private matter and that they may not be believed or taken seriously.⁵

In declaring intimate partner violence an epidemic, Windsor-Essex will have the opportunity to demonstrate leadership on this issue, representing a community committed to ending violence in intimate relationships. This declaration will send a strong message to victims of IPV that they need not suffer violence in private and that they are part of a community that will stand with them, support them, believe them, and prioritize their right to safety. Further, this declaration will make it clear to our residents and the province that Windsor-Essex will not tolerate this violence in our community.

Progress on Recommendation #1

On December 14, 2022, Lanark County became the first county in Ontario to declare IPV an epidemic. On International Women's Day, (March 8, 2023), the Ottawa city council declared IPV an epidemic with the support of the Ottawa Police Service. To date, over a dozen counties, townships and municipalities have supported the declaration to make intimate partner violence an epidemic.

What We Ask of You

We ask that Windsor Essex demonstrate leadership, compassion, and commitment to the safety of our residents by declaring intimate partner violence an epidemic.



Who Perpetrates Intimate Partner Violence?

Men are more likely than women to perpetrate intimate partner violence.²¹ One review of IPV convictions in Ontario showed that 92% of offenders were men.²² Children who have been exposed to IPV are more likely to carry out acts of violence in their intimate relationships as they grow up.²³ The Children's Aid Society is mandated to investigate IPV in a home where a child is present. In 2018, 45% of all substantiated Children's Aid Society investigations in the province were for a child's exposure to IPV.²⁴

Who are we?

The Violence Against Women Coordinating Committee of Windsor-Essex is a cross-sectorial committee comprised of community-based organizations that work together to provide a trauma-informed coordinated response for women experiencing violence and their children. Currently, there are 35 members from 28 local organizations throughout Windsor and Essex County.

Declare Intimate Partner Violence An Epidemic

IPV in Windsor-Essex

Since October 2021, four women were killed by a current or former intimate partner in Windsor-Essex. Many others have experienced IPV, which did not, or has not yet, culminated in their murder. In 2022, Windsor Police Service reported 2378 calls to police for IPV. During that same period, Hiatus House, our local provider of domestic violence services for women, received 2357 crisis calls. Sharing the work to provide shelter in crisis, Hiatus House, The Welcome Centre Shelter for Women & Families and Nisa Homes sheltered 1234 women and children. Due to capacity challenges, 53 women and children had to be turned away from Hiatus House.

Intimate Partner Violence in Canada

According to the 2018 Survey of Safety in Public and Private Spaces, 43% of Canadian women have experienced psychological violence from an intimate partner, and 23% of Canadian women have experienced physical violence from an intimate partner.¹¹

Further highlighting the severity of this, is that every six days, a woman in Canada is murdered by her intimate partner.¹² Moreover, a known history of intimate partner violence precedes six of every ten homicides perpetrated by an intimate partner.¹³ The Ontario Association of Interval and Transition Houses most recent report, spanning November 2021 to November 2022 showed 52 women and girls murdered in Ontario during that period.¹⁴

While victims of IPV represented 30% of all victims of police-reported crime in Canada¹⁵, only 20% of IPV cases are reported to police.¹⁶ In 2019, there were 30,185 victims of police-reported IPV in our province, a 4% increase since 2018.¹⁷ In four years, from 2012-2016, 10,935 visits were made to Emergency Rooms in hospitals across Ontario for injuries caused by IPV.¹⁸

The Department of Justice Canada estimates that each year, \$7.4 billion dollars is spent on the aftermath of IPV.¹⁹ These projections consider the costs of the involvement of police, criminal justice system and costs such as emergency room visits, loss of income, funeral expenses, and intangible costs (e.g., pain and suffering). Studies show that IPV is one of the leading causes of housing instability and homelessness for women and girls in Canada.²⁰

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- 20 <https://www.homelesshub.ca/blog/ending-homelessness-women-and-children-affected-intimate-partner-violence%C2%A021>
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- 23 https://www.vawlearningnetwork.ca/our-work/reports/2016-4-PHAC_Boys_report_Final.pdf
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POLICING & JUSTICE



POLICE & JUSTICE



Intimate Partner Violence Calls to Police

2,378

Appels à la police pour violence entre partenaires intimes

Sexual Violence Calls to Police

229

Appels à la police pour violence sexuelle

Human Trafficking Calls to Police

16

Appels à la police pour trafic humain

Referrals to Partner Assault Response Program

419

Aiguillage vers le programme de réponse aux agressions par des partenaires

*Calls to police represent Windsor-Police Calls.

CRISIS RESPONSE



RÉPONSE AUX APPELS DE CRISE



Crisis Calls to Women's Shelter

2,357

Appels de crise à la maison d'hébergement

Sexual Assault Crisis Calls

423

Appels pour agression sexuelle

Victim Services Crisis Response

1,557

Services d'aide aux victimes - Intervention en cas de crise

Crisis Walk-Ins & Visits

3,766

Visites en cas de crise

Emergency Department Visits for Opioid Overdose

362

Visites au service d'urgence liées à une intoxication aux opioïdes

HOUSING

LOGEMENT

Women & Children in Shelter *
(53 Women and children turned away from DV shelter)

1,234

Femmes et enfants dans les maisons d'hébergement *
(Accès refusé à 53 femmes et enfants)

Immigrant & Refugee Women & Children
Supported in Transitional Housing

108

Femmes et enfants immigrés et réfugiés
hébergés dans les logements de transition

of times single women turned away from shelter

667

de fois où une femme célibataire s'est vue refuser
l'accès à un centre d'hébergement

*Hiatus House, Welcome Centre Shelter for Women and Families, & Nisa Homes

*Hiatus House, Welcome Centre Shelter for Women and Families, & Nisa Homes

SUPPORTS



SOUTIEN



Clients Receiving Counselling Services*

999

Clientèles recevant des services de Counseling*

Served in French (RFSOO)

167

Servies en français (RFSOO)

Served with Interpretation

159

Servies avec interprétation

New Intakes to Support Individuals Trafficked (into Sex Trade, for Marriage, and for Labour)

85

Nouvelles admissions de personnes victimes de trafic humains (pour la prostitution, le mariage et le travail)

Visitors to Homelessness & Housing Help Hub (H4)

1300

de visiteurs au centre d'aide aux sans-abri et au logement "H4" (Housing Help Hub)

Visitors to The Windsor Youth Centre

381

de visiteurs au Centre de jeunes de Windsor

Victim Services Funding Supports (for basic necessities, safety enhancements, and residential treatment)

\$150,000

Soutien financier aux services d'aide aux victimes (pour les produits de première nécessité, les articles de renforcement de la sécurité et le traitement résidentiel)

*RFSOO, SACC, Family Services & Victim Services of Windsor & Essex

*RFSOO, SACC, Family Services & Victim Services of Windsor & Essex

POVERTY



PAUVRETÉ



Individuals accessing food banks

21,091

Personnes ayant accès aux banques alimentaires

Individuals provided with housing supports

1,175

Les personnes fournies avec un soutien au logement

Youth referred to partner agencies

362

Les jeunes orientés vers des organismes partenaires

Individuals assisted to job readiness

48

Les personnes aidées à la préparation à l'emploi

CHILD WELFARE



PROTECTION DE L'ENFANCE



Child protection investigations

2,648

Enquêtes sur la protection de l'enfance

Average # of children in care

395

moyen d'enfants pris en charge

Total families serviced

3,460

Total des familles servies

COMMUNITY SERVICE GAPS

- Service demands result in waitlists.
- Need for an increase in services for those with severe mental health issues

LACUNES DANS LES SERVICES COMMUNAUTAIRES

- La demande de services entraîne des listes d'attente.
- Nécessité d'augmenter les services pour les personnes souffrant de graves problèmes de santé mentale.

The VAWCCWE of Windsor-Essex works collaboratively with a network of organizations, groups, and individuals to end domestic violence through leadership, education and advocacy.

Le Comité de coordination contre la violence faite aux femmes de Windsor-Essex (CCCVFFWE) travaille en collaboration avec un réseau d'organismes, de groupes et d'individus pour mettre fin à la violence conjugale grâce au leadership, à l'éducation et à la sensibilisation.

MEMBER ORGANIZATIONS / ORGANISMES MEMBRES

- AIPARG, University of Windsor
- Beauty is Me
- Can-Am Indian Friendship Centre
- Community Living Essex County
- Correctional Service Canada
- Downtown Mission of Windsor *
- Family Services Windsor-Essex Counselling & Advocacy Centre *
- Hiatus House *
- LaSalle Police Service
- Legal Assistance of Windsor / WEFIGHT *
- Members-at-Large/Survivors
- Ministry of Children, Community and Social Services
- Ministry of Community Safety and Correctional Services
- Multicultural Council of Windsor and Essex County *
- Neighbours, Friends & Family
- Nisa Homes *
- Ontario Association of Interval and Transition Houses (OAITH)
- Ontario Ministry of the Attorney General/Office of the Crown Attorney
- OAITH Survivor Advisory Committee (OSAC)
- Probation and Parole (Ontario)
- Réseau-Femmes du Sud-Ouest de l'Ontario *
- Service Canada
- Sexual Assault Crisis Centre of Essex County *
- South Asian Centre of Windsor
- TransWellness Ontario
- University of Windsor
- Victim Services of Windsor and Essex County*
- Victim Witness Assistance Program
- Welcome Centre Shelter for Women*
- Women's Enterprise Skills Training of Windsor Inc.
- Windsor-Essex Children's Aid Society *
- Windsor Police Service *
- Windsor Sexual Assault/Domestic Violence & Safekids Care Centre
- Windsor Women Working With Immigrant Women
- YMCA of Southwestern Ontario

*Organization provided data for this snapshot. / Organisme qui a fourni des données.

Note: Windsor-Essex Population (Source: Statistics Canada, 2021 Census of Population) / Population de Windsor-Essex (Source: Statistique Canada, recensement de la population de 2021).



List of Municipalities and Townships that Declared IPV an Epidemic

1. City of Windsor
2. City of Ottawa
3. Conmee Township
4. Halton Region
5. City of Burlington
6. Town of Halton Hills
7. Town of Milton
8. Town of Oakville
9. Head, Clare and Maria Township
10. Lanark County
11. Town of Carleton Place
12. Town of Mississippi Mills
13. Town of Perth
14. Municipality of Mattice - Val Côté
15. Municipality of Kincardine
16. North Algona Wilberforce Township
17. Oxford County
18. City of Woodstock
19. Peel Region
20. City of Brampton
21. Prince Edward County
22. Regional Municipality of Durham
23. Town of Ajax
24. Municipality of Clarington
25. City of Pickering
26. Town of Whitby
27. Renfrew County
28. Township of Armour
29. Township of Enniskillen
30. Town of Hawkesbury
31. Town of Laurentian Hills
32. Town of Rainy River
33. Town of Renfrew
34. Town of Smith Falls



Organizations that Support the Declaration of IPV an Epidemic in Windsor-Essex

- 1) Hiatus House
- 2) LaSalle Police Service
- 3) Legal Assistance of Windsor
- 4) Nisa Homes Windsor
- 5) Probation and Parole
- 6) Sexual Assault Crisis Centre
- 7) Southwest Ontario Aboriginal Health Access Centre
- 8) Southwest Detention Centre
- 9) St. Leonard's House Windsor
- 10) The Welcome Centre Shelter for Women and Families
- 11) The University of Windsor, President
- 12) The Animal and Interpersonal Abuse Research Group (AiPARG)
- 13) The Health Research Centre for the Study of Violence Against Women (HRC-VAW)
- 14) Sexual Misconduct Response & Prevention Office
- 15) Victim Services of Windsor and Essex County
- 16) Windsor Essex Children's Aid Society
- 17) Windsor Essex Community Health Centre
- 18) Windsor Family Health Team
- 19) Windsor Women Working with Immigrant Women
- 20) YMCA Southwestern Ontario
- 21) Essex County Youth Diversion
- 22) Réseau-Femmes du Sud-Ouest de l'Ontario
- 23) House of Sophrosyne
- 24) Downtown Mission of Windsor



How Local Municipalities Can Help

- Declare Intimate Partner Violence (IPV) an Epidemic.
- Integrate IPV into the Regional Community Safety and Well-Being plan to recognize that this is a priority within Windsor & Essex County.
- Consult with stakeholders to strengthen local supports for survivors of IPV by building service capacity through the increase of coordination between city services (housing, transit, child care) with other core supports (substance, mental health, probation, police, shelters, justice and health care).
- Streamline case processing and management for ease of access for community partners assisting survivors in navigating the system.
- Continue to work with service providers in granting survivors of IPV priority one status for social housing lists.
- Work with local shelters and stakeholders to address the lack of transitional housing so victims of IPV are not discharged from shelters into homelessness and can rebuild their lives in a safe space.
- Advocate for IPV supports at the Provincial and Federal levels of government. Ask that the recommendations outlined in the final report of the National Inquiry into Missing and Murdered Indigenous Women and Girls (MMIWG), the Verdict of Coroner's Jury for the Renfrew Inquest & The Nova Scotia Mass Casualty Commission be implemented.
- Recognize the importance of the National Action Plan on Gender-Based Violence, Claire's Law, Coercive Control, and other tailored approaches designed to tackle and address IPV.
- Support a local multi-sector risk assessment screening tool and increase training for municipal employees to help identify the warning signs of IPV and to provide information on how best to assist survivors. Recognize the importance of our multi-cultural jurisdiction and the statistics that indigenous and racialized groups are at higher risk.
- Partner with the local VAWCCWE to produce public information campaigns to educate on program availability (e.g., Neighbours, Friends, and Families, Bystander Training) and safety planning resources.



The Corporation of the Town of Tecumseh

Chief Administrative Officer

To: Mayor and Members of Council

From: Margaret Misek-Evans, Chief Administrative Officer

Date to Council: July 25, 2023

Report Number: CAO-2023-06

Subject: Strategic Plan 2023 - 2026

Recommendations

It is recommended:

That Report CAO-2023-06 entitled “Strategic Plan 2023 – 2026”, **be received**;

And that the “Town of Tecumseh Strategic Plan 2023 – 2026” **be adopted**;

And further that Administration **be directed** to incorporate the strategic priorities into objectives and action plans as part of the Corporation’s work plans;

And furthermore, that progress on the strategic priorities **be provided** annually over the term of the plan.

Background

At the commencement of each term of Council, the Members of Council and Administration meet to discuss and set corporate strategic priorities for the next term. Council Members give consideration to their vision for the future of Tecumseh and reflect on their mission as leaders and stewards of the Town of Tecumseh and the communities it serves. The resulting strategic plan is undergirded by the values that guide Council and Administration’s decisions on behalf of current and future citizens.

Town Council adopted the Strategic Priorities 2019 – 2022 in July 2019 and directed Administration to incorporate the strategic priorities into municipal work plans for implementation with an annual report out on progress.

Report CAO-2023-05, entitled “Strategic Priorities 2023 – 2026 (Draft) and 2022 Report Out” was presented at the July 11, 2023 Regular Meeting of Council (RCM). This report summarized the strategic planning process undertaken to establish the new strategic priorities for the next term of Council.

The report also concluded the last report out of the 2019 – 2022 Strategic Priorities.

Comments

A draft 2023 – 2026 Strategic Plan (Plan) was approved, in principle, at the July 11 RCM.

The plan reflects Council and Administration’s aligned and shared understanding of the priorities and goals that the Town will work toward over this four-year term and beyond.

Three comprehensive strategic priorities have emerged for this term of Council:

- **Sustainable Growth:** achieve prosperity and a livable community through sustainable growth.
- **Community Health & Inclusion:** integrate community health and inclusion into our places and spaces and everything we do.
- **Service Experience:** enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Following Council’s approval in principle, the Plan has been graphically designed into a print version to capture the new Vision, Mission, Values and Strategic Priorities as appended in [Attachment 1](#).

Additionally, a detailed web version is being created which highlights the attached Plan, including the new strategic priorities, goals and actions.

As part of the Corporation’s work plans, Administration will incorporate the strategic priorities into objectives and action plans. An annual report out on the actions and accomplishments, under the new strategic priorities, will be provided over the term of the Plan.

Consultations

All Departments

Financial Implications

None.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input 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:

Christina Hebert, BA (Hons), MA, Dipl. M.A.
Deputy Clerk – Clerks Services & Policy Advisor

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Strategic Plan 2023 - 2026



ON BEHALF OF COUNCIL...

On behalf of Council and Administration, I am pleased to present our corporate Strategic Plan for 2023-26. Building on our longstanding motto, our vision going forward is “Proud of the Past. Confident in the Future. A community for everyone.” We are proud of what the Town inherited from our predecessors as well as what we have achieved. We now go forward with confidence to achieve our goals along the lines of three priorities: sustainable growth, community health and inclusion, and service experience.

I, along with all members of Council, have been entrusted with leadership roles to act on these priorities which map our way to a sustainable, inclusive, progressive Town that values quality of life and opportunities for all.

Along the way, we will lean into our core values and work together with Administration and our residents, businesses and community leaders and partners to deliver this plan. As we are learning from our Anishinabe friends, our namesake Tecumseh (Tecumtha), was known for o-gi-chi-dahg leadership, meaning strong heart. May we journey forward together with strong heart leadership and confidence in the future.

Sincerely,
Mayor Gary McNamara



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- /townoftecumseh
- @townoftecumseh



WWW.TECUMSEH.CA

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TOWN OF
Tecumseh
ONTARIO • CANADA

A Community for Everyone

STRATEGIC PLAN
2023-2026



VISION,
MISSION
AND VALUES

VISION

Proud of the Past. Confident in the Future.
A community for everyone.

MISSION

Working together for sustainable community growth and service delivery to support an exceptional quality of life.

VALUES

SUSTAINABILITY
EQUITY, DIVERSITY & INCLUSION
EXCELLENCE
ACCOUNTABILITY
TEAMWORK
INTEGRITY



STRATEGIC
PRIORITIES



SUSTAINABLE GROWTH

Achieve prosperity and a livable community through sustainable growth.



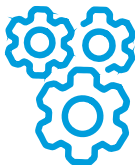
Increase the population of Tecumseh through new housing supply.



Create opportunities for business and industrial growth.



Maintain Tecumseh as a livable community.



Ensure fiscal sustainability while investing in infrastructure.

COMMUNITY HEALTH & INCLUSION

Integrate community health and inclusion into our places and spaces and everything we do.



Enhance public spaces to make the Town accessible for everyone.



Celebrate and encourage diversity and inclusion.



Maintain Tecumseh as a safe place to live.

SERVICE EXPERIENCE

Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.



Provide seamless, responsive, and consistent services focusing on the customer experience.



Engage Team Tecumseh in a vibrant, healthy, and inclusive workplace.



Sustain municipal service delivery to support an exceptional quality of life.



The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

To: Mayor and Members of Council

From: Michelle Drouillard, Director of People and Culture

Date to Council: July 25, 2023

Report Number: CAO-PC-2023-02

Subject: Electronic Monitoring Policy

Recommendations

It is recommended:

That Report CAO-PC-2023-02 entitled “Electronic Monitoring Policy,” **be received;**

And that Attachment 1 to Report CA-PC-2023-02 “Electronic Monitoring Policy” **be approved.**

Background

On April 11, 2022, the Ontario government passed Bill 88, Working for Workers Act. The legislation included amendments to the Employment Standards Act, 2000 (ESA) and the Occupational Health and Safety Act.

In accordance with Bill 88: Working for Workers Act, 2022, “Employers that employ more than (25) employees are required to have a written policy on the electronic monitoring of employees in place.”

According to the Employment Standards Act (ESA), 2000 the policy must state whether or not the employer electronically monitors employees. If the employer does, the policy must include:

1. A statement of whether the employer engages in electronic monitoring of

- employees.
2. Where the employer does electronically monitor employees, the policy must also contain the following information:
 - a. A description of how the employer may electronically monitor employees.
 - b. A description of the circumstances in which the employer may electronically monitor employees.
 3. The purpose for which information obtained through electronic monitoring may be used by the employer.
 4. The date the policy was prepared and the date any changes were made to the policy.

Comments

The Town of Tecumseh is committed to meeting its requirements under the ESA and as such the Electronic Monitoring policy was developed with review of the legislation, legal counsel's brief, and sample policies. It has been reviewed by the Senior Management Team.

The policy identifies all methods that the Town employs to electronically monitor employees. For each method of electronic monitoring, the policy establishes that the Town may electronically monitor employees, the frequency and method of collection of data, and the primary purposes for which the information obtained through electronic monitoring may be used.

Electronic monitoring by the organization is required to ensure the following:

- Employee safety and security;
- Operating efficiencies; and
- That appropriate data is collected to make informed business decisions, as needed.

ESA requirements do not establish a right for employees not to be electronically monitored by their employer.

An Employee is defined as any person employed by the Corporation on a full time, part time, seasonal, student and/or casual basis. This policy extends to apply to Council and Committee members who communicate with the public and/or represent the Town.

The Town will provide this written policy to all employees within 30 days of its effective date via electronic distribution. The policy will be included in all new hire onboarding packages.

The policy will be reviewed periodically by People & Culture in consultation with Technology & Client Services.

Consultations

Technology & Client Services

Financial Implications

No Financial Implications

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Michelle Drouillard, BA Hons., CHRL
Director People & Culture

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Electronic Monitoring Policy



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	117
Effective Date:	July 25, 2023
Supersedes:	Not Applicable
Approval:	July 25, 2023
Subject:	Electronic Monitoring of Employees

Table of Contents

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1.0 Purpose

To establish a written policy identifying all methods the Town employs to electronically monitor employees. For each method of electronic monitoring, this policy will establish the manner in which the Town may electronically monitor employees, the frequency and method of collection of data, and the purpose for which the information obtained through electronic monitoring is being collected by the Town.

2.0 Scope

- 2.1 As an organization of more than 25 employees (see Employee definition in section 3.0), the Town is required to have this policy in place regarding electronic monitoring, in accordance with [Bill 88: Working for Workers Act, 2022](#)
- 2.2 This policy applies to all employees of the Town, whether their primary location of work is in the workplace, at home, on the road, or a combination of any or all of the above, and also applies to Council and Committee members who communicate with the public and/or represent the Town. Any reference in this policy to employees extends to include Council and Committee members.
- 2.3 The Town is committed to abiding by all its obligations under Ontario's Employment Standards Act, 2000 (ESA), specifically those which apply to electronic monitoring. As such, the Town is committed to informing its employees about the presence of electronic monitoring software or equipment either in the workplace or contained on any of the organization's servers or programs. Employees will be informed via distribution of the policy (Section 7.0).
- 2.4 This policy is intended to specify:
- A description of how, why, and in what circumstances, Town may electronically monitor employees,
 - The purposes for which Town may use the information obtained through electronic monitoring, and
 - The date the policy was prepared and the date any changes were made to the policy.
- 2.5 Electronic monitoring by the organization is required to ensure the following:
- Employee safety and security;
 - That the company operates efficiently; and
 - That appropriate data is collected to make informed business decisions, as needed.
- 2.6 The ESA requirements do not:
- establish a right for employees not to be electronically monitored by their employer; or
 - create any new privacy rights for employees.
- However, the ESA requires transparency about whether employees are electronically monitored. Nothing in the ESA limits the use of information obtained through electronic monitoring.

3.0 Definitions

- 3.1 Electronic Monitoring means the collection, analysis, and use of information via periodic, systemic, and/or regular reviews, observation, or investigation through electronic means.
- 3.2 Employee means any person employed by the Corporation on a full time, part time, seasonal, student and/or casual basis.
- 3.3 FOI means Freedom of Information
- 3.4 GPS means Global Positioning System
- 3.5 MFIPPA means Municipal Freedom of Information and Protection of Privacy Act.
- 3.6 Town shall mean the Corporation of the Town of Tecumseh.

4.0 Policy

- 4.1 This policy provides for the electronic monitoring of employees as set out in Section 4 for the purposes outlined in Section 5 and by means of monitoring set out in Section 6, as amended from time to time.
- 4.2 The Town may electronically monitor any employee activity and interaction on all Town-provided electronic devices, applications, and software and on any online forum, including, but not limited to:
- Computers and laptops;
 - Office email;
 - Office calendar;
 - Cellular phones;
 - Any applications or software provided by the Town for use by employees;
 - Any tools provided by the Town that have embedded sensors;
 - Vehicles provided for use by the Town; and
 - Social media.
- 4.3 The Town retains the absolute discretion to commence or conclude any process of electronic monitoring at any time, as permissible by applicable laws. For further clarity, electronic monitoring may be continuous, ad hoc or time-limited, and the Town is not under any obligation to and will not provide further notices in advance of any period or circumstance of active electronic monitoring or the cessation of monitoring.

5.0 Purpose of Collection

The Town may use the information collected for the following purposes, including but not limited to:

- Detect abnormal activity and inform the Town of a potential issue.
- Identify and investigate security threats.

- Monitor compliance of corporate policies, procedures, and expectations
- Internal investigation and disciplinary purposes.
- Investigate the cause of a financial cost or loss (ex. roaming charges, high long distance, downloads, etc.).
- Establish and monitor data such as contract renewals, traffic patterns, user usage, etc.
- Resolve technical issues.
- As evidence for forensic investigation requested by the town or authorized third party such as a law enforcement agency or other government bodies
- Detect unauthorized access for the purpose of safeguarding the Town's personnel and assets.
- Enhance town services.
- Respond to freedom of information requests, litigation requests, resident complaints/concerns, or as required by law.

6.0 Methods of Electronic Monitoring

Tool/System	Frequency	Method	Primary Purpose
Access Cards/Fobs	Each Use	An electronic sensor enables access to the facilities of the Corporation, which use creates a record each time an authorized user scans their fob and enters the facility	Facility Security
Network Log-In Credentials & Multi-Factor Authentication	Each Use	Passwords and confirmation of user through a secondary device permits access to the network of the Corporation, which login creates a record each time a user logs into the network	Network Security

Tool/System	Frequency	Method	Primary Purpose
Network Performance Monitoring Tools/ Firewalls/ VPN	Continuous	Tools that record network traffic occurring between workstations, servers, the internet, etc. to monitor network security and troubleshoot issues with network accessibility by users	Network Security
Email	Continuous	Exchange Logs and Barracuda Cloud and Appraver control Logging and other tools creates a record each time an email is sent or received using the Corporation's domain	Meeting MFIPPA and FOI obligations, Network Security, and Business Continuity
Internet Usage	Continuous	Barracuda Web Filter tracks internet usage including websites visited each time a user accesses the internet	Network Security
Remote workers	Each use	Remote access software records date and time than an employee accesses the corporate network	Network Security

Tool/System	Frequency	Method	Primary Purpose
Cell Phone/Mobile Device Usage, Location Tracking, and Investigations	Continuous with more targeted analysis of individual data being implemented when there are reasonable grounds to do so	Telus billing and MDM are utilized to track usage, while location services enabled on mobile devices being used to locate missing assets and/or document unsanctioned employee activities	Monitoring of software upgrades, hardware location, and billing usage.
Telephone Usage	Continuous with more targeted analysis of individual data being implemented when there are reasonable grounds to do so	Xima call reporting is utilized to track usage	Monitoring Plan Design for budgetary purposes
GPS	Continuous	Sensors may be installed on Corporation owned vehicles or devices to detect and report on usage, location, driver behaviour, engine diagnostics, and maintenance requirements, which may be used to assist the Corporation in defending liability claims for personal injury matters, and may be used to document unsanctioned employee activities	Asset Security, Fleet Management, Driver Safety and Security, Legal Defense, and Minimum Maintenance Standards Documentation
Video Surveillance (Facility)	Continuous	Cameras record video footage of specific areas around and within the Corporations' facilities	Facility Security

Tool/System	Frequency	Method	Primary Purpose
File Access / File Creation	Continuous with more targeted analysis of individual data being implemented when there are reasonable grounds to do so	Various software and applications are used to create files which files contain metadata including author, individuals who have accessed the file, and dates for same	Network Security, File Security, Meeting MFIPPA and FOI obligations, and Business Continuity
Software and Application Usage	Continuous with more targeted analysis of individual data being implemented when there are reasonable grounds to do so	Various software and applications are provided by the Corporation which have various tracking and data collection tools embedded	Network Security, File Security, Meeting MFIPPA and FOI obligations, and Business Continuity
Fuel Usage	Continuous with more targeted analysis of individual data being implemented when there are reasonable grounds to do so	Fuel usage is tracked primarily using ProFuel, which tracks usage on behalf of the Corporation	Asset Security, Fleet Management, safeguarding the Corporation's fuel inventory, expense tracking and monitoring for budgetary purposes

7.0 Distribution of Policy

- 7.1 The Town will provide this written policy to all employees within 30 days of its effective date.
- 7.2 If any changes are made to this policy, employees will be provided with the updated policy within 30 days of any amendments.
- 7.3 In the case of newly hired employees, the Town will provide a copy of this policy to them within 30 days of their date of hire.

7.4 The policy may be provided either:

- As a printed copy, or
- An attachment to an email, or
- A link to a document online

7.5 If an employee is not able to access the document online or is unable to print the document, they may request a printed copy from their supervisor/manager.

8.0 Storage and Retention

8.1 The storage of collected or available material shall comply with relevant policies, procedures, and legislation such as, but not limited to, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

8.2 To ensure that all information collected is only kept for as long as it is required, the Town will retain information collected in accordance with the Town's Records Retention Bylaw where applicable or within technology limitations.

9.0 Responsibilities

9.1 All Employees

- Adhering to this procedure and related policies

9.2 Manager/Supervisor

- Ensuring that all employees are informed of this procedure.
- Enforce adherence to the requirements of this procedure.
- Take appropriate corrective actions in the event of policy violations.
- Provide interpretation and guidance in relation to this procedure and any guidelines.

9.3 Technology & Client Services

- Maintain a secure environment for all records.
- Provide information upon request if permitted within this policy.
- Work with staff to educate means by which information is gathered.

9.4 People & Culture

- Provide guidance and assistance to staff and management in dealing with issues, non-compliance, and associated reporting in relation to this procedure.
- Review policy periodically and update.

10.0 Related Documents

- Technology Acceptable Use Policy # 9
- Employee Code of Conduct



The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

To: Mayor and Members of Council

From: Michelle Drouillard, Director of People and Culture

Date to Council: July 25, 2023

Report Number: CAO-PC-2023-03

Subject: Council Remuneration Review

Recommendations

It is recommended:

That Report CAO-PC-2023-03 entitled “Council Remuneration Review”, **be received;**

And that Council **authorize** the Director People & Culture to proceed with the Council Remuneration Review in conjunction with a compensation consultant as further outlined in Report CAO-PC-2023-03;

And further that upon receipt and approval of the final remuneration report by Council, that By-Law No. 2006-84 and its Schedule “A” be presented to Council for amendment to reflect the recommended process for and final recommendations arising from the Council Remuneration Review.

Background

The Municipal Act, S.O. 2011, Chapter 25, as amended (Act) in Section 283, provides authority for Council of a municipality to provide payment of remuneration to the Members of Council, and such remuneration may be determined in any manner that Council considers advisable. The Town enacted By-law No. 2006-84 in November 2006 and has amended “Schedule A” to the by-law in subsequent terms of Council to reflect the recommendations arising from the Remuneration report associated with that term.

The current term of Council remuneration review was scheduled to be completed in early 2023 to coincide with the new term of council but was delayed due to a vacancy with the Director position. With the vacancy now filled the review can proceed subject to Council approval.

Comments

It is recommended that the Director People & Culture undertake the Council Remuneration Review in conjunction with a Compensation Consultant (“Consultant”) who has previously provided compensation market survey services to the Town. The proposed review will be comprised of three steps under the Consultant review (inclusive of a Market Study):

Step 1: Project Initiation and Collection of Market Data whereby all elements of Council Remuneration will be evaluated by surveying comparators chosen from the previous management/non-union market review.

Step 2: Analysis, Observation and Draft Report: The Consultant will review the market data and provide a statistical report using percentile comparisons for base pay and a summary of observations for ancillary compensation. A draft report will be prepared in consultation with the Director People & Culture and reviewed with the CAO.

Step 3: Preparation of the Final Report, the final summary report will be presented to Council. The report will outline comparators, methodology, elements survey, observations and recommendation relating to base pay. The report will reflect best practice in the sector relating to how Council Remuneration Reviews are conducted.

It is noted that prior remuneration reviews in previous terms of Council have included a Community Advisory Committee as part of the process however that practice is not widely used currently for several reasons including cost effectiveness, time commitments, frequency of reviews and the ability now to access and utilize compensation databases such as the Municipal Compensation Database provided through muniSERV.

The Consultant has identified that she has successfully conducted reviews for various municipalities including, Lincoln, Caledon, Brant, Guelph, Port Hope, and many more utilizing the process outlined above.

Therefore, it is recommended that Council supports and approves the recommendation to move forward with the Council Remuneration Review utilizing a third-party Compensation Consultant with the process as noted above.

Consultations

Chief Administrative Officer
Legislative Services & Clerk
Compensation Consultant, Marianne Love, LLB, C. Dir

Financial Implications

Consultant Fee of \$4,800 to \$5,400 will be funded from the P&C operational budget.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Michelle Drouillard, BA Hons., CHRL
Director People & Culture

Reviewed 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

Community & Recreation Services

To: Mayor and Members of Council

From: Beth Gignac, Director Community & Recreation Services

Date to Council: July 25, 2023

Report Number: CRS-2023-16

Subject: CRS Five (5) Year Capital Works Plans Update

Recommendations

It is recommended:

That Report CRS-2023-16, CRS Five (5) Year Capital Works Plan Update, **be received.**

And that the changes to the implementation of the CRS (5) Five Year Capital Works Plans for 2023, **be approved.**

And further that \$4,260,000 in 2023 CRS Capital projects **be deferred** as follows:

- Southfield Multi-Use Court - \$110,000 – Trails Lifecycle Reserve
- Southfield Perimeter Trail - \$150,000 – Parks Lifecycle Reserve
- Lakewood Washroom and Splash Pad - \$2,000,000 - \$1.5M Infrastructure Reserve and \$500,000 Parks Lifecycle Reserve
- L'Essor Soccer Fields Phase 1 - \$2,000,000 - \$1,000,000 Infrastructure Reserve and \$1,000,000 French Catholic School Board.

Background

On December 13, 2022 Council adopted [CRS-2022-17](#) Parks Five (5) Year Capital Works Plan 2023-2027 which provided a detailed list of park infrastructure upgrades, renovations and improvements planned for 2023 to 2027 to be funded through the Parks Lifecycle Reserve, New Infrastructure Levy (NIL), Grants and Community Contributions.

Two companion reports were also submitted and approved on December 13, 2022: [CRS-2022-18](#) Arena and Pool 2023-2027 Five (5) Year Capital Works Plan and [CRS-2022-19](#) Municipal Buildings 2023-2027 Five (5) Year Capital Works Plan. These reports provided a detailed list of arena, pool and facilities upgrades, renovations, and new amenities.

The purpose of this report is to provide a mid-year update to Council and request deferral of certain capital projects.

Comments

Overall, the CRS Five (5) Year Capital Works Plans feature 82 projects distributed as follows:

Parks: 25

Arena: 18

Pool: 13

Municipal Buildings: 26 (7 of which include significant recreation facilities/amenities in parks)

Projects planned to occur in parks that include recreation facilities and new amenities will require very specific capital implementation plans and schedules to ensure that proper timing and integrations occur. This approach will:

- maximize opportunities for integration with Public Works & Engineering Services projects and schedules,
- avoid conflicts with community events,
- coordinate construction activities to minimize the number of parks under construction at any one time over the 5-year term, and
- accelerate the tender process since many site decisions will have been made and provided in these plans.

In support of the requirement for capital project implementation planning, Administration has engaged Ron Koudys Landscape Architects, for the remainder of 2023, in a single source contract of up to \$50,000, to be funded through the Council approved allocation of \$150,000 for Project Management in the Parks Five (5) Year Capital Works Plan.

Ron Koudys Landscape Architects have extensive experience working with municipalities to develop master plans, parks concept design and landscape planning across southwestern Ontario. Mr. Koudys has been a professor of Landscape Design, Horticulture and Integrated Land Planning Technologies programs at Fanshawe College since 1980 and is certified to practice landscape architecture in both Canada and Michigan. The firm has a local office in Windsor and Administration had engaged the firm to work on the Town Hall pavilion project and develop the concept design for Lakewood Park South washroom and all ages water feature as well as the Maidstone Recreation Centre washroom project. This project-by-project engagement has been expanded into a broader contract to obtain efficiencies and cost effectiveness.

The scope of work for the capital project implementation planning includes:

1. A review of existing site and conditions; drone survey, base information including grading, drainage, and servicing for each site, as required.
2. Preparation of conceptual designs and implementation plans to provide attractive, comfortable and safe public spaces; design and placement of site amenities; provide design parameters, considerations and/or characteristics to inform tenders for construction; development of pathway circulation systems, including possible links to existing trail and sidewalk networks; considerations of existing use, sight lines, safety, lighting and accessibility (Crime Prevention Through Environmental Design and Accessibility for Ontarians with Disabilities Act), durable, vandal-resistant low maintenance materials and hardy planting for year-round interest.
3. Provide construction cost estimates and amenity characteristics and materials to inform project tenders thus accelerating that process.

The capital project implementation planning work will be focused on the following projects which have been approved by Council in one of the CRS Five (5) Year Capital Plan Reports for Parks, Arena and Pool or Municipal Buildings:

- Town Centre Campus and Wellness Hub – concept re-design for new amenities such as the Triple Gymnasium and Programming Space Addition to Tecumseh Arena and integrating into an overall “campus” plan improving and creating connectivity to new pathways, the Off-Leash Park, Town Hall, and the new active transportation corridor planned for Lesperance Road.

- Maidstone Recreation Centre – re-design of site for expansion of amenities including washrooms (design complete), pickleball courts, pathway connections and facility renovations.
- Lakewood Park South – site design to integrate the washroom, all-ages water feature and picnic shelter (both surface design and servicing plan).
- Southfield Park – site design to ensure appropriate placement of new amenities including multi-use court, pathway, splashpad and washroom (both surface design and servicing plan).
- McAuliffe Park – analysis of the artificial turf field and site design for potential to expand to the existing site due to population growth projections in the Tecumseh Hamlet Secondary Plan Area.
- Lacasse Park – re-design and resurfacing of the parking lot and landscape plan to accommodate the enhancements to Bert Lacasse Baseball Diamond and to determine feasibility of any other additional amenities.
- L'Essor South – site design for potential growth of the existing soccer campus and evaluation of drainage requirements for growth and potential for artificial turf on the site.
- Chippewa Park – design to improve access to the site and beach erosion plan.
- Rocheleau Park – site design to assess overall amenities.

Over the next five (5) years, ongoing community consultation will be planned so that the initial conceptual plans remain reflective of user requirements.

Additional projects might emerge over the next five (5) years. These new projects will be brought forward to Council for consideration and approval through the annual capital budget process.

2023 Changes to CRS Capital Budget

Due to a variety of circumstances, described below, CRS is requesting a deferral of \$4,260,000 in 2023. As stated below, there is a potential for a further deferral of \$2,000,000 in 2024, which will be confirmed in the upcoming capital budget.

Requested capital project deferrals consist of:

Southfield Park Multi-Use Court and Perimeter Trail - an allocation of \$110,000 was provided to build a new multi-use court and \$150,000 was provided to build a new 900-foot trail in the park. Further, an allocation of \$1,000,000 was provided to build a washroom and splashpad in 2024. A project review with PWES indicated that a looped watermain connection between Arbour and Southfield would improve water quality and

provide better servicing for longer term operations of the washroom and splashpad. Hence, CRS is recommending that all the work in Southfield Park be deferred so that a coordinated costing and project plan between PWES and CRS can be developed.

Lakewood Park South Washroom and Splash Pad – an allocation of \$2,000,000 was provided to build a new washroom facility and a splash pad. The final design for the washroom has now been completed for tender in the fall and will now feature the addition of a shelter area, like the facility at Lakewood Park North. The delay ensures that servicing will be in place to support both the washroom and the splash pad. The design and tender for the splash pad will be tendered this fall/winter for installation in the spring of 2024.

L'Essor Artificial Turf Soccer Field – a contribution of \$2,000,000 was allocated for 2023 with a further allocation of \$1,000,000 planned for 2024. Due to the complexity of matters internal to the Conseil Scolaire Catholique Providence, the project is currently on hold pending further review in the fall of 2023. The concept of a soccer campus remains viable, and should other partners be required or any other changes to the project be necessary, a status update will be provided to Council in the fall.

Consultations

Chief Administrative Officer
Financial Services
Public Works & Engineering Services

Financial Implications

\$4,260,000 of budgeted expenditures for 2023 will be deferred.

Budgeted funding sources for 2023 deferred projects are:

- Southfield Multi-Use Court - \$110,000 – Trails Lifecycle Reserve
- Southfield Perimeter Trail - \$150,000 – Parks Lifecycle Reserve
- Lakewood Washroom and Splash Pad - \$2,000,000 - \$1.5M Infrastructure Reserve and \$500,000 Parks Lifecycle Reserve
- L'Essor Soccer Fields Phase 1 - \$2,000,000 - \$1,000,000 Infrastructure Reserve and \$1,000,000 French Catholic School Board

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 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:

Beth Gignac, BA Hons
Director Community & Recreation Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: July 25, 2023

Report Number: PWES-2023-53

Subject: Gouin Drain – Tender Award

Recommendations

It is recommended:

That the tender for the Gouin Drain in the amount of \$393,120 excluding HST **be awarded** to Mark G. Contracting Inc.;

And that By-law 2023-084 **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 Mark G. Contracting Inc.

Background

On February 14, 2023, Council considered report [PWES-2023-05](#) for the repair and improvement of the Gouin Drain (Drain) under the Drainage Report by Mark Hernandez, P.Eng., of Dillon Consulting Ltd. (Dillon) dated January 20, 2023, and provisionally adopted By-Law 2023-022 (Motion PCM-13/23). Council gave the third and final reading on April 11, 2023.

This project consists of cleaning out accumulated silt and debris and replacing existing bridges and enclosures. The Town received approval from the Essex Region Conservation Authority (ERCA) on February 14, 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 June 8, 2023. Four (4) tender submissions were received on June 29, 2023, and were virtually opened in the presence of the Town's Purchasing Officer.

Dillon has reviewed the tenders and provided a summary report which is included as Attachment 1. The tender results are summarized as follows:

Tenderer	Total Tender Price (excluding HST)
Mark G. Contracting Inc.	\$393,120
Nevan Construction Inc.	\$674,000
Murray Mill Excavating & Trucking (Sarnia) Ltd.	\$674,101
Rudak Excavating Inc.	\$737,100

As part of their review, Dillon checked each of the submissions for mathematical errors or bid irregularities and discovered a minor mathematical error within the tender received by Murray Mills Excavating & Trucking (Sarnia) Ltd., however, it did not affect the standing.

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

The Engineer's construction estimate for this project was \$426,000. The lowest tender of \$393,120 is below the Engineer's construction estimate.

Based on their low tender submission and subsequent discussions, Administration, in consultation with Dillon, recommends that Council award the tender for the Gouin Drain in the amount of \$393,120 excluding HST to Mark G. Contracting Inc.

Consultations

Financial Services
Dillon Consulting Ltd.

Financial Implications

According to Section 59(1) of the Act, if the contract price exceeds 133 percent of the engineer's construction estimate, the Council of the initiating municipality shall call a meeting to consider the contract price with the affected landowners and discuss the next steps. As the lowest tendered bid was 7.72% lower than the engineer's construction estimate, a meeting with the affected landowners is not required.

Other than costs to administer the project, the project costs are 100% recoverable from the affected lands, including Town owned lands, as detailed in the Assessment Schedule included in the Engineer's Report dated January 20, 2023. The Town will utilize the Drain Lifecycle Reserve to pay for the Town's drainage assessment.

In accordance with Section 62(1) of the Act, Council will need to pass a by-law to assess actual costs to the lands and roads that contribute to the Drain, at which time the Town's final costs will be known. The estimated costs to the Town within the Drainage Report are \$111,001.

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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Dillon Consulting Ltd. Recommendation Letter (July 5, 2023) for Gouin Drain Tender Results



Our File: 17-6773

July 5, 2023

SENT VIA EMAIL ONLY

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

Attention: Alessia Mussio
Drainage Superintendent

Gouin Drain & Branches (Little River Outlet)

RFT No. 90

Summary of Tender Results

Four tenders were received on June 29, 2023, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
Mark G. Contracting Inc.	\$393,120.00
Nevan Construction Inc.	\$674,000.00
Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$674,101.00
Rudak Excavating Inc.	\$737,100.00

Based on our review of the tender submissions, a minor mathematical error was found within the tender received by Murray Mills Excavating & Trucking (Sarnia) Ltd., however it did not affect the standing.

The low tender price is in line with our pre-tender estimate of \$426,000.00, which has been adjusted from the estimate in the drainage report to reflect work that was recently completed by the City of Windsor and so was not part of the tender.

We understand that all Tenderers submitted the required 10% Bid Bond, which the Town has retained.

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

**Dillon Consulting
Limited**

Town of Tecumseh
Page 2
July 5, 2023



We have confirmed with Mr. Henry Klassen of Mark G. Contracting Inc. that Mark G. Contracting Inc. is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

Based on their lowest tender submission, we recommend that the tender be awarded to Mark G. Contracting Inc. for the Total Tender Price of \$393,120.00 (excluding applicable taxes).

We understand that the Town will prepare the agreements for signing; however, please advise if you require anything further.

Yours sincerely,

DILLON CONSULTING LIMITED

Mark Hernandez, P.Eng.,
Project Manager
MDH:oem



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: July 25, 2023

Report Number: PWES-2023-54

Subject: Antaya Drain – Tender Award

Recommendations

It is recommended:

That the tender for the Antaya Drain in the amount of \$76,814 excluding HST **be awarded** to Murray Mills Excavating & Trucking (Sarnia) Ltd. (Murray Mills Excavating);

And that By-law 2023-082 **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 Murray Mills Excavating.

Background

On January 25, 2023, Council reconsidered report [PWES-2023-04](#) for the reassessment of the Antaya Drain under the Drainage Report by Mark Hernandez, P.Eng., of Dillon Consulting Ltd. (Dillon) dated March 16, 2022, and provisionally adopted By-Law 2023-008 (Motion PCM-04/23). Council gave the third and final reading on March 28, 2023.

This project consists of reinstating part of the Antaya Drain, replacing and restoring existing yard catch basins, brushing, excavating the drain bottom and replacing and repairing existing bridges. The Town received approval from the Essex Region Conservation Authority (ERCA) on May 6, 2020.

Comments

A Tender call was advertised on the Town's website along with being posted on the Town's bids and tenders account on June 8, 2023. Six (6) tender submissions were received on June 29, 2023, and were virtually opened in the presence of the Town's Purchasing Officer.

Dillon has reviewed the tenders and provided a summary report which is included as Attachment 1. The tender results are summarized as follows:

Tenderer	Total Tender Price (excluding HST)
Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$76,814
Mark G Contracting	\$86,966
Barrette Excavating Inc.	\$109,925
Nevan Construction Inc.	\$152,000
Matassa Inc.	\$206,250
Rudak Excavating Inc.	\$257,400

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

All Tenderers submitted their required Bid Bond and there were no addendums.

The Engineer's construction estimate for this project was \$61,800. The lowest tender of \$76,814 is 124% of the Engineer's construction estimate and does not exceed 133% which would trigger Section 59(1) of the *Drainage Act*.

Based on their low tender submission and subsequent discussions, Administration, in consultation with Dillon, recommends that Council award the tender for the Antaya Drain in the amount of \$76,814 excluding HST to Murray Mills Excavating.

Consultations

Financial Services
Dillon Consulting Ltd.

Financial Implications

According to Section 59(1) of the Act, if the contract price exceeds 133% of the engineer's construction estimate, the Council of the initiating municipality shall call a meeting to consider the contract price with the affected landowners and discuss the next steps. As the lowest tendered bid was 124% higher, a meeting with the affected landowners is not required.

Other than costs to administer the project, the project costs are 100% recoverable from the affected lands as detailed in the Assessment Schedule included in the Engineer's Report dated March 16, 2022.

In accordance with Section 62(1) of the Act, Council will need to pass a by-law to assess out actual costs of the lands and roads that contribute to the Drain. The Town is not assessed in the Drainage Report as the Town does not have any lands or roads within the watershed area.

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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Dillon Consulting Ltd. Recommendation Letter (dated July 5, 2023) for the Antaya Drain Tender Award



Our File: 17-6818

July 5, 2023

SENT VIA EMAIL ONLY

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

Attention: Alessia Mussio
Drainage Superintendent

**Repair and Improvement of the Antaya Drain
RFT No. 88
Summary of Tender Results**

Six tenders were received on June 29, 2023, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$76,814.00
Mark G. Contracting Inc.	\$86,966.00
Barrette Excavating Inc.	\$109,925.00
Nevan Construction Inc.	\$152,000.00
Matassa Inc.	\$206,250.00
Rudak Excavating Inc.	\$257,400.00

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

The low tender price falls within 133% of our pre-tender estimate of \$61,800.00.

We understand that all Tenderers submitted the required 10% Bid Bond, which the Town has retained.

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

**Dillon Consulting
Limited**

Town of Tecumseh

Page 2

July 5, 2023

We have confirmed with Mr. M. Darrell Mills of Murray Mills Excavating & Trucking (Sarnia) Ltd. that Murray Mills Excavating & Trucking (Sarnia) Ltd. is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

Based on their lowest tender submission, we recommend that the tender be awarded to Murray Mills Excavating & Trucking (Sarnia) Ltd. for the Total Tender Price of \$76,814.00 (excluding applicable taxes).

We understand that the Town will prepare the agreements for signing; however, please advise if you require anything further.

Yours sincerely,

DILLON CONSULTING LIMITED



Mark Hernandez, P.Eng.,

Project Manager

MDH:oem



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: July 25, 2023

Report Number: PWES-2023-55

Subject: Demonte Branch Drain – Tender Award

Recommendations

It is recommended:

That the tender for the Demonte Branch Drain in the amount of \$198,687 excluding HST **be awarded** to Mark G. Contracting;

And that By-law 2023-083 **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 Mark G. Contracting.

Background

On February 14, 2023, Council considered report [PWES-2023-10](#) for the repair and improvement of the Demonte Branch Drain under the Drainage Report by Mark Hernandez, P.Eng., of Dillon Consulting Ltd. (Dillon) dated August 5, 2022, and provisionally adopted By-Law 2023-021 (Motion PCM-09/23). Council gave the third and final reading on April 11, 2023.

This project consists of cleaning out accumulated silt and debris, replacing existing bridges and enclosures and installing cable concrete liner. The Town received approval from the Essex Region Conservation Authority (ERCA) on August 5, 2022.

Comments

A Tender call was advertised on the Town's website along with being posted on the Town's bids and tenders account on June 8, 2023. Six (6) tender submissions were received on June 29, 2023, and were virtually opened in the presence of the Town's Purchasing Officer.

Dillon has reviewed the tenders and provided a summary report which is included as Attachment 1. The tender results are summarized as follows:

Tenderer	Total Tender Price (excluding HST)
Mark G. Contracting Inc.	\$198,687
Shepley Excavating & Road Maintenance Ltd.	\$227,006
Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$322,097
Quinlan Inc.	\$355,500
Nevan Construction Inc.	\$377,100
Rudak Excavating Inc.	\$396,800

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

All Tenderers submitted their required Bid Bond and there were no addendums.

The Engineer's construction estimate for this project was \$175,750. The lowest tender of \$198,687 is 113% of the Engineer's construction estimate and does not exceed 133% which would trigger Section 59(1) of the *Drainage Act*.

Based on their low tender submission and subsequent discussions, Administration, in consultation with Dillon, recommends that Council award the tender for the Demonte Branch Drain in the amount of \$198,687 excluding HST to Mark G. Contracting.

Consultations

Financial Services
Dillon Consulting Ltd.

Financial Implications

According to Section 59(1) of the Act, if the contract price exceeds 133% of the engineer's construction estimate, the Council of the initiating municipality shall call a meeting to consider the contract price with the affected landowners and discuss the next steps. As the lowest tender bid was 113% higher than the engineer's construction estimate, a meeting with the affected landowners is not required.

Other than costs to administer the project, the project costs are 100% recoverable from the affected lands, including Town owned lands, as detailed in the Assessment Schedule included in the Engineer's Report dated August 5, 2022. The Town will utilize the Drain Lifecycle Reserve to pay for the Town's drainage assessment.

In accordance with Section 62(1) of the Act, Council will need to pass a by-law to assess out actual costs to the lands and roads that contribute to the Drain, at which time the Town's final costs will be known. The estimated costs to the Town within the Drainage Report are \$4,887.

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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Dillon Consulting Ltd. Recommendation Letter (dated July 5, 2023) for Demonte Branch Drain Tender Award



Our File: 17-5617

July 5, 2023

SENT VIA EMAIL ONLY

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

Attention: Alessia Mussio
Drainage Superintendent

**Demonte Branch Drain
RFT No. 89
Summary of Tender Results**

Six tenders were received on June 29, 2023, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
Mark G. Contracting Inc.	\$198,687.00
Shepley Excavating & Road Maintenance Ltd.	\$227,006.00
Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$322,097.00
Quinlan Inc.	\$355,500.00
Nevan Construction Inc.	\$377,100.00
Rudak Excavating Inc.	\$396,800.00

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

The low tender price falls within 133% of our pre-tender estimate of \$175,750.00.

We understand that all Tenderers submitted the required 10% Bid Bond, which the Town has retained.

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

Town of Tecumseh
Page 2
July 5, 2023



We have confirmed with Mr. Henry Klassen of Mark G. Contracting Inc. that Mark G. Contracting Inc. is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

Based on their lowest tender submission, we recommend that the tender be awarded to Mark G. Contracting Inc. for the Total Tender Price of \$198,687.00 (excluding applicable taxes).

We understand that the Town will prepare the agreements for signing; however, please advise if you require anything further.

Yours sincerely,

DILLON CONSULTING LIMITED

Mark Hernandez, P.Eng.,
Project Manager
MDH:oem



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: July 25, 2023

Report Number: PWES-2023-56

Subject: West Townline and Mooney Creek Drain
Emergency Replacement of Residential Access Bridge, 5285 County Road 19

Recommendations

It is recommended:

That report PWES-2023-56 for the Emergency Replacement of Residential Access Bridge for 5285 County Road 19 over the West Townline and Mooney Creek Drain **be received**;

Background

At the Regular Council Meeting held on July 28, 2015, Dillon Consulting Ltd. (Dillon) was appointed under Section 78 of the Drainage Act (the Act) for the repair and improvement of the West Townline and Mooney Creek Drain (Drain) under PWES Report No. 43/15. The request was submitted by the landowner at 5465 County Road 19 for a bridge failure. As part of their appointment, Dillon inspected the bridge at 5465 County Road 19 as well as the entire condition of the Drain. Dillon is currently finalizing a Drainage Report that encompasses the replacement of two residential access bridges and repair on the lower portion of the Drain. It is anticipated that this report will be brought forward to Council in the Fall 2023.

The bridge failure at 5285 County Road 19 was brought to the Drainage Superintendent's attention in 2021. Dillon inspected the bridge and found that the structure is in very poor condition with severe corrosion and section loss throughout the original steel girders, deck soffit delamination at the joints and severe spalling on the west abutment stem and bearing seat. A steel plate was installed on the west side of the deck as a temporary repair and

signage for no truck traffic has been posted at the entrance. It was discussed with the landowner of 5285 County Road 19 that the bridge is load restricted to passenger vehicles only. The structure is currently being monitored with monthly inspections by Dillon's structural engineer until the structure is replaced.

Administration has had ongoing discussions with Dillon, the County of Essex and the landowner of 5285 County Road 19. The owner has been provided updates on the deterioration of the bridge and is anxious to have it replaced as soon as possible due to the restricted access to their property. The condition of the bridge, cost estimate and replacement strategy has been discussed along with the *Drainage Act* process.

Emergency Designation

On August 17, 2021, Administration sent a letter to the Minister of Agriculture, Food and Rural Affairs (OMAFRA) requesting emergency designation under Section 124 of the Act for the access bridge to 5285 County Road 19 over the West Townline and Mooney Creek Drain:

Section 124 – Authorization of Emergency Work R.S.O. 1990, c. D.17, s. 124

“Where the Minister declares that an emergency exists, the council of a municipality may authorize emergency work under this Act before obtaining and adopting an engineer's report.”

On September 9, 2021, the OMAFRA granted the Town with the emergency designation on the condition that the replacement is made under the supervision of a drainage engineer from Dillon, appointed by Council under Section 78 of the Act. The emergency designation letter is appended to this report as Attachment 1.

The design for the new access bridge is quite extensive which has caused a delay in getting the bridge constructed for 5285 County Road 19. Dillon reviewed three (3) options and is recommending an entirely new access bridge to be built to the north of the existing bridge and the original bridge will be demolished.

Comments

Regulatory Timeline Challenges

When it comes to performing drainage works, there are certain time frames in which work can be completed. These are some of the regulations that must be considered:

1) Department of Fisheries and Oceans Canada (DFO) – *Fisheries Act*

In-water works are anticipated to facilitate construction of the structure footings and as such, consideration for impacts to fish and fish habitat is required. Consultation with DFO is recommended to fulfill due diligence in preventing contravention of the *Fisheries Act*. Under DFO regulations, the fish timing window is March 15th to July 15th, which is

considered the fish spawning season where no in-water works are to take place during that time.

2) Ministry of Environment, Conservation and Parks (MECP) – *Endangered Species Act*

During an on-site Species At Risk (SAR) assessment in January 2022, Dillon identified the potential for the proposed works to negatively impact the Eastern Foxsnake and the Barn Swallow. With the presence of Barn Swallow nests, appropriate mitigation measures are recommended (e.g. bird exclusion measures, such as netting to prevent nesting, are recommended prior to April 1st). The Town has been advised to adhere to the Barn Swallow nesting and complete construction after the active season (August 31st).

3) Ministry of Natural Resources and Forestry (MNR)

Isolation of an in-water work area and dewatering is anticipated to facilitate construction in the dry. Prior to the complete dewatering of the isolated work area, a fish salvage will be completed under a Licence to Collect Fish for Scientific Purposes from MNR.

Construction Tender

Administration posted the tender for the emergency bridge replacement on the Town's Bids and Tenders website the week of July 17th, while Dillon finalizes the Drainage Report. This is being done prior to passing the by-law due to the emergency designation and restrictive timing windows.

Another constraint to be considered is that asphalt plant operations are closed between December and April. With the various timing windows Administration needs to abide by, the construction window of the new bridge would have to take place between September and November in any given year. If the Town were to wait until the completion of the Drainage Report, construction of the access bridge at 5285 County Road 19 would not commence until September 2024. This would further impact the landowner and their ability to access their property.

Next Steps

It is being recommended by the Drainage Engineer to complete these next steps for the construction of the residential bridge and the completion of a Section 78 report under the *Drainage Act*.

5285 County Road 19 Access Bridge Construction under Emergency Designation	Drainage Act Process
August 2023 – Tender closes	August 2023 - Administration will review the draft report and submit comments back to Dillon
August 2023 - A report will be brought to Council for the tender award	September 2023 - Administration will hold a Public Information Centre with the affected parties to review the Drainage Report
September 2023 - Construction will start	October 2023 - A Meeting to Consider will be held for Council to consider the technical aspects of the Drainage Report and provisionally adopt the By-law
November 2023 - Construction is anticipated to be completed	November 2023 - The Court of Revision will be held between 20 and 30 days following the Meeting to Consider hearing any appeals on assessments
December 2023 - A final walk-through with Administration, Dillon and the landowner will be completed for the final inspection	January 2024 - The 3 rd and final reading of the By-law can be given after all appeal periods have expired

Consultations

Financial Services

Financial Implications

Dillon is still in the process of finalizing the Drainage Report. However, it is anticipated that the estimated project costs for the 5285 County Road 19 access bridge will be \$850,000. It is also anticipated that the landowner's assessment will be \$75,000, the County's assessment will be \$345,000 and the upstream landowners' assessments will be \$430,000. These costs and assessments are estimated at this time but will be finalized in the Drainage Report and brought to Council for consideration at a future Public Council Meeting.

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.
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<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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Emergency Designation Letter from Minister of Agriculture, Food and Rural Affairs (dated September 9, 2021)
2	Drain Location Map

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

**Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



Ontario

September 9, 2021

Sam Paglia, P.Eng
Drainage Superintendent
The Corporation of the Town of Tecumseh
spaglia@tecumseh.ca

Dear Mr. Paglia:

Thank you for your letter dated August 17, 2021, requesting an emergency designation under Section 124 of the [Drainage Act](#) for the replacement of an access bridge over the West Townline and Mooney Creek Municipal Drain which provides the only access to the lands at 5285 County Road No. 19 with Roll No. 500000011020000 and legal description of Sandwich South CON 12 PT LOT 11 in the Town of Tecumseh.

Your letter and the accompanying photographs demonstrate that the access bridge has a significant risk of failure and the bridge needs to be replaced as soon as practicable.

You indicate the Town of Tecumseh has taken a pro-active approach to place signs that restrict the traffic load on the bridge and inspect the bridge until it is replaced. Alternative access arrangements were investigated however there are no reasonable means of access to the property. The impacts of waiting for the normal process to replace the crossing will jeopardize the safety of daily crossing for the owner.

You indicate that Dillon Consulting Limited has been appointed by the Town of Tecumseh to prepare a report for the replacement of this access bridge under Section 78 of the Drainage Act.

After considering this information, I hereby designate the replacement of the residential access bridge over the West Townline and Mooney Creek Municipal Drain which provides the only access to the lands at 5285 County Road No. 19 with Roll No. 500000011020000 and legal description of Sandwich South CON 12 PT LOT 11 in the Town of Tecumseh to be an emergency within the meaning of Section 124 of the Drainage Act.

.../2

- 2 -

This designation is granted on the condition that the replacement is made under the supervision of an engineer from Dillon Consulting Limited, appointed by council under Section 78 of the Drainage Act. Any additional drain improvements will need to progress through the normal Drainage Act process. Since the total project cost is unknown at this time, all involved property owners must be given an opportunity to appeal their share of the project cost to the appeal bodies established under the act.

Please note that this emergency designation does not exempt you and your municipality from any approvals that may be required from other agencies.

Sincerely,



Lisa M. Thompson

Minister of Agriculture, Food and Rural Affairs

COVID-19 Reminders

- For vaccination booking details visit: <https://covid-19.ontario.ca/book-vaccine/>
- Follow your local public health/safety measures: <https://covid-19.ontario.ca/zones-and-restrictions>
- Practice physical distancing – stay 2 metres away from others in public
- Get the facts - www.ontario.ca/page/covid-19-stop-spread



Conditions of Use
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TOWN OF
Tecumseh
ONTARIO • CANADA

Work Done:	Author: HJK
	Date: 2023-07-17
	Scale: NTS

TOWN OF TECUMSEH
BRIDGE at 5285 Manning Road

PROJECT No.
SHEET No. 1 of 1



The Corporation of the Town of Tecumseh

Technology & Client Services

To: Mayor and Members of Council

From: Shaun Fuerth, Director Technology & Client Services

Date to Council: July 25, 2023

Report Number: TCS-2023-03

Subject: Policy 118 Video Surveillance – Municipal Properties

Recommendations

It is recommended:

That Report TCS-2023-03 entitled “Video Surveillance – Municipal Properties Policy” **be received.**

And that Attachment 1 to Report TCS-2023-03 “Video Surveillance – Municipal Properties Policy #118” **be approved.**

Background

The Town of Tecumseh (Town) is responsible for ensuring the safety of individuals and the security of equipment and property within the scope of the services the Town provides. To assist in fulfilling this obligation, one tool that has been utilized by the Town over the years is video surveillance on municipal properties.

The Information and Privacy Commissioner of Ontario (IPC) oversees compliance with the privacy protection provisions of Ontario’s Freedom of Information and Protection of Privacy Act (FIPPA) and Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and conducts investigations into privacy complaints.

Video surveillance captures information electronically about activities and events in a given area over time. Although primarily used as a means of detecting and assisting in

the investigation of criminal activity, video surveillance may also act as a deterrent when used in an appropriate manner. The systems described in this policy relate to overt (fixed video capturing) systems and do not pertain to covert surveillance, or surveillance when used as a case-specific investigation tool for law enforcement purposes where there is statutory authority and/or the authority of a search warrant to conduct the surveillance.

While video surveillance may help to increase the safety of individuals and the security of Town owned property and assets, it also introduces risks to the privacy of individuals whose personal information may be collected, used and disclosed as a result of the technology. The risk to privacy is particularly acute because video surveillance may, and often does, capture the personal information of law-abiding individuals going about their everyday activities. In view of the broad scope of personal information collected, special care must be taken when considering whether and how to use this technology. Policy # 118 Video Surveillance – Municipal Properties will outline the parameters by which this technology will be used by the Town and how this information will be accessed, disseminated, and protected in a secure environment.

Comments

The Town has utilized video surveillance technology at various town owned facilities for many years. During this time, the information collected by these systems have led to improvements to security, confirmation of illegal activities and in some cases the conviction of offenders. These systems are part of the Technology & Client Services (TCS) Lifecycle budget with updates and/or new sites added each year. Currently, video surveillance systems are installed at the following locations:

- Town Hall
- Fire Station #1
- Fire Station #2
- McCord Bulk Water Station
- Tecumseh Arena
- Environmental Services & Public Works Garage (1189 Lacasse Blvd)
- 12420 Lanoue Street (Community Centre)
- Parks Building (300 Manning Rd.)
- Lakewood Park North Pavilion
- Tecumseh Pool
- St. Mary's Park
- Tecumseh Water Tower
- Lacasse Park & McAuliffe Park (2023)
- Weston Park (2024)

The 2023 TCS Budget includes a new system being installed at McAuliffe Park near the pavilion, splash pad and playground and at Lacasse Park as part of the new grandstand.

In addition to these permanent systems, the Town, from time to time, deploys portable systems in remote areas where offences are known to occur (ex. vandalism, property damage, etc.)

None of the above noted systems are actively monitored by Town staff or third-party contractors. The information contained on the various recording devices are reviewed upon request based on the occurrence of an incident.

VIDEO SURVEILLANCE REQUIREMENTS

In Ontario, FIPPA and MFIPPA set out the rules for the collection, use and disclosure of personal information by institutions. The application of these rules to video surveillance programs raises specific issues. Some of these issues are as follows:

1. Personal Information

By definition “personal information” is “recorded information about an identifiably individual,” which includes, but is not limited to, “information relating to the race, national or ethnic origin, colour, religion, age [or] sex” of an individual. Therefore, if video surveillance is used to collect or disclose personal information, then the rules of FIPPA and MFIPPA must be complied with.

2. Lawful Collection

The legal authority to collect personal information via a video surveillance system must pass one of these three tests:

- a) Expressly authorized by statute
- b) Used for the purposes of law enforcement or
- c) Necessary to the proper administration of a lawfully authorized activity

Although there are cases to be made for 2.a) and 2.b) it is under 2.c) where the Town is being lawfully authorized to operate under the Municipal Act, and in doing so, it must take reasonable steps to ensure the safety and security of town assets and to those who visit municipal properties.

Sensitivity of personal information is also a factor with setup and installation video surveillance systems. Where neighbouring properties and areas where privacy is to be expected (ex. change rooms, washrooms) the system will be installed to not allow the invasion of this privacy.

3. Notice of Collection

FIPPA and MFIPPA require that individuals be notified of the collection of their personal information through onsite signage that indicates:

- The legal authority for the collection
- The principal purpose or purposes for which the personal information is intended to be used; and
- The title, business address and business telephone number of a public official who can answer the individual's questions about the collection.

(see Policy 118 and Appendix 2 attached thereto)

4. Lawful Use

In the context of video surveillance, the Town may only use personal information collected by this system for the purpose of the video surveillance program or for a consistent purpose. Use of the information for other, unrelated purposes would not generally be permitted.

5. Lawful Disclosure

Disclosure of personal information contained in video surveillance records can be disclosed to law enforcement upon request from the law enforcement agency or subsequent to an illegal activity on Town property to aid in any investigation.

6. Retention

Upon report of an incident and/or subsequent investigation, the requested records will be stored in a secure location for the period of one year. It is important to note that retention for personal records that has been collected but not used has a much shorter retention period based on the storage capabilities of the video surveillance system at each site.

7. Security

As part of the Town's overall network and technology security policies, the records stored within video surveillance systems will be safeguarded by various methods including but not limited to:

- Storage of records in secure locations
- Password protection
- Limiting physical access
- Providing viewing monitors in secure locations
- Granting access to designated staff only
- Applying system patching and upgrades to systems as required
- Keeping logs when systems are accessed (reviewed annually)
- Require request for information form for any record request

8. Policies and Procedures

Policy #118 Video Surveillance – Municipal Properties outlines the provisions that are required to define, document enforce reasonable measure to safeguard the video surveillance records under the Town's control. This policy will be made available to the public on the Town's website.

Consultations

Community & Recreation Services
Legislative Services & Clerk

Financial Implications

Purchase and installation of proposed signage to be posted at all municipal properties under video surveillance in the amount of \$1,000 will be funded by the Community & Recreation Services (Facilities) operating budget.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input 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:

Shaun Fuerth, BCS
Director Technology & Client Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Policy #118 – Video Surveillance – Municipal Properties



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	118
Effective Date:	June 27, 2023
Supersedes:	Not Applicable
Approval:	June 27, 2023
Subject:	Video Surveillance – Municipal Properties

Table of Contents

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1.0 Purpose

To establish guidelines and procedures for the use of video surveillance on any property and/or in any building owned or operated by the Town of Tecumseh.

2.0 Policy Statement

The Corporation of the Town of Tecumseh (Town) is committed to public safety, crime prevention, and stewardship of publicly owned assets. Where warranted, the Town may use video surveillance systems in municipally owned or operated buildings and open spaces to deter and detect crime and anti-social behaviour such as theft, vandalism, and unauthorized entry. The Town shall maintain control and responsibility for its video surveillance system at all times.

3.0 Scope

These guidelines apply only to video security surveillance systems used in connection with Town facilities. These guidelines do not apply to any form of surveillance by law enforcement or to covert surveillance for other legal purposes.

4.0 Policy

4.1 Authority

Ontario Freedom of Information and Protection of Privacy Act (FFIPA) and Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

4.2 Compliance

The Town's collection and storage of, and access to, information recorded from video surveillance shall conform to the published guidelines and specific direction as may be provided by the Information and Privacy Commissioner of Ontario (IPC) from time to time.

The Town is committed to upholding the standards of privacy established within MFIPPA. Town Staff are provided with the necessary training and the IPC is and shall be consulted on a regular basis to provide advice to staff with respect to the collection, use, disclosure, retention, and disposal of personal information.

If an individual feels that the Town or other institution has improperly collected, used, disclosed, retained, or disposed of their personal information, they have the right to make a [privacy complaint](#).

4.3 Staff Roles and Responsibilities

Director Technology & Client Services

The Director Technology & Client Services (TCS) shall be responsible for the implementation, administration and evaluation of the Town's Policy and associated Procedures.

The Director TCS shall also be responsible for ensuring that information obtained through video surveillance is used exclusively for lawful purposes.

The Director TCS is responsible for each Town owned or operated site with a video surveillance system and shall ensure that the site complies with this policy, as well as any site-specific policies that may be required. In particular, the Director TCS shall ensure that any staff with authorized access to the monitoring equipment and recorded information shall be trained in its use in accordance with this policy. Authorized staff shall sign a written confidentiality agreement regarding their duties under the Policy and the Acts. Breaches of the policy may result in disciplinary action.

4.4 Contracted Services Providers

Agreements

When the day-to-day operation of a municipally owned facility is contracted to an external service provider, this Video Surveillance Policy shall be referenced in their contractual agreement with the Town.

4.5 Location and Use of Video Surveillance Equipment

Video Surveillance Cameras

The Town shall install video surveillance cameras in identified public areas only where video surveillance is a necessary and viable detection or deterrence activity.

The Town may install visible and/or hidden video surveillance cameras, but the Town shall not install equipment inside areas where the public and employees have a higher expectation of

privacy (i.e., change rooms and washrooms).

Video surveillance records may not be used as the sole means of investigating employee work habits, incidents and/or behaviour.

Video Monitors

The Town shall ensure that video monitors are accessed only by authorized Town staff and are not located in a position that enables public viewing. The Town shall encourage sites to turn monitors off when not needed to ensure system is operating or to view video records.

Reception Equipment

The Town shall ensure that video reception equipment is located away from the public, in restricted access areas, preferably in locked rooms with controlled access.

Video Records

The Town shall ensure that the video records used to operate the video surveillance systems are stored in the same room as the reception equipment at all sites.

All records used in the recycling rotation, awaiting review by police, or in storage post police review, shall be stored in a secure area at all sites, with access restricted to authorized staff.

Location record

The Town shall ensure that maps and floor plans are prepared to identify the location of all video surveillance equipment at each of the respective sites. The Director TCS shall have copies of all maps and plans.

Hours of Operation

Video surveillance systems shall operate 24 hours per day, 7 days per week, 365 days per year, and personal information shall be accessed only in response to an incident.

4.6 Video Records

Normal Retention Period

Since short retention periods minimize risk of improper use and disclosure, the Town shall ensure that there is a standard retention

period at all sites. The retention period for information that has not been viewed for law enforcement or public safety purposes shall be routinely erased at regular intervals.

Viewing Video Records

The Town shall ensure that authorized staff (including Contracted Service Providers) shall review surveillance video records only if they have reasonable cause to believe that a crime or an act of anti-social behaviour has been or is in the process of being committed.

Access Log

The Town shall provide an Access Logbook. The Access Log shall be maintained in the locked area with video records, with access restricted to authorized personnel only. The Access Log shall be used to record the date, time, purpose, and name of authorized staff person reviewing video records.

When a video record is viewed or removed for law enforcement purposes, the log entry shall include the date, time, name and contact information of the law enforcement officer.

The Access Log shall also be used to track requests for personal information including the date, time, name and contact information. Request shall be received through a prescribed form delivered to the Town Clerk. (see attached appendix 1)

Inadvertent Disclosures

The Town shall ensure that inadvertent disclosures are addressed in a timely and effective way. Any inadvertent disclosure shall be reported to the Director Legislative Services / Clerk; who will work with Technology & Client Services to retrieve the personal information that has been inappropriately disclosed and commence an investigation.

Video Records Set Aside for Law Enforcement Viewing

The Town shall ensure that video records requiring viewing by law enforcement be set aside in a clearly marked manner in the locked storage cabinet until retrieved by the law enforcement agency.

The Town shall ensure that if personal information on video record is used for law enforcement or public safety purposes under the Act, the recorded information shall be retained for one year after its use.

Following investigation and any corresponding legal action, the law enforcement agency shall be requested to return the video record to the original site for retention and disposal.

4.7 Public Notification & Access to Information

The Town shall ensure that the public is notified about the presence of video surveillance equipment by prominently posting signs at the perimeter of surveillance areas. Signs shall be of a consistent size and format and convey the following information: indicate video surveillance in use; identify legal authority for collection of personal information (section 28 (2) of MFIPPA); and provide title, address and telephone number of contact person who can answer questions about the system. (see appendix 2)

Other Promotion

The Town shall ensure that the information regarding this policy is readily available at all sites with video surveillance systems and on the Town's website.

Requests for Disclosure

The Town does not disclose a video record to any individual or organizations except as permitted through MFIPPA.

i) Law Enforcement

The Town may disclose a copy of a video recording to a law enforcement agency where there are reasonable grounds to believe that an unlawful activity has occurred and been captured by the video surveillance system in accordance with Section 32(g) of MFIPPA.

The law enforcement agency must submit their request for access to video surveillance in writing via email, correspondence, or in person to the Facility Supervisor or Manager unless there are reasonable and probable grounds to believe that the circumstances pose an immediate threat to the health or safety of an individual or others. Once approved, an electronic copy of the requested video evidence will be turned over to the law enforcement agency.

ii) Internal Requests

Town employees may request a Supervisor or Manager of a Town facility to investigate an incident using video surveillance records.

iii) Municipal Investigation or Claim Against the Municipality

In a municipal investigation or claim against the municipality, the Town employee or representative must submit their request for access to video surveillance in writing via email, correspondence, or in person to the Facility Supervisor or Manager.

Registered Town Facility Users, specifically Community Organizations, may have occasion to request access to video surveillance records of the Town in support of an incident investigation conducted by the organization or a governing body into the conduct of one or more members of their organization. Any registered Town Facility Users, specifically Community Organizations, may make a written request for access to video surveillance records through the Freedom of Information process. Consideration will be given to the prudent use of video footage in any investigations; particularly if the use is in support of the objectives of any Town policy.

If the matter becomes a law enforcement investigation, access to the video record may be provided to the law enforcement agency upon request (see (i) above).

iv) Members of the Public

Any person may make a request for access to video surveillance records through the Freedom of Information process. Access may depend on whether there is an unjustified invasion of another individual's privacy and whether any exempt information can be severed from the record.

If the matter becomes a law enforcement investigation, access to the video record may be provided to the law enforcement agency upon request (see (i) above).

If video containing personal information is improperly disclosed or is suspected to have been disclosed to an unauthorized person, the employee or service provider who is aware of the disclosure must immediately inform the appropriate Supervisor of the facility, who will immediately notify the Director of Legislative Services/Clerk (LS/C) or their delegated employees.

4.8 Annual Audit and Evaluation

The Director TCS and Director LS shall conduct an annual review of the Town's Video Surveillance Policy/System to ensure that:

- i) Video surveillance continues to be justified and if so, whether its use can be restricted;
- ii) Reported incidents and police contact are properly recorded in the log books;
- iii) Video records are being properly retained and/or destroyed; and
- iv) Any formal or informal information requests from the public have been tracked.

5.0 Policy Review

The Town shall periodically review the Policy #118 Video Surveillance – Municipal Properties pending the outcome of the annual audit and evaluation or at any time the Town is considering changing or adding new video surveillance systems.

6.0 Related Documents

- Technology Acceptable Use Policy # 9
- Electronic Monitoring of Employees #117



**Video Surveillance Record
Law Enforcement Officer Request Form**

Use this form for the release of a video surveillance record to a law enforcement agency i.e. Ontario Provincial Police *Municipal Freedom of Information and Protection of Privacy Act, 32(g)*

TO: Town of Tecumseh
ATTENTION: Town Clerk

I, _____, of the Ontario Provincial Police request a copy
of Name of Police Officer (Print)

the following record(s) captured by video surveillance equipment located on:

_____ at _____
Date time period

Property Description / Location / Civic Address

containing the personal information of _____
Print Name(s) of Individual(s) if known

to aid an investigation undertaken with a view to law enforcement proceeding or from which
a law enforcement proceeding is likely to result.

For Office Use Only

Date and time original record was copied: _____

Date and time record was provided to Police Officer: _____

Name of Town Staff providing record: _____

Signature of Town Staff providing record: _____

Send copy of this form to:

Freedom of Information Coordinator - Director Legislative Services/Clerk
917 Lesperance Road, Tecumseh, ON N8N 1W9 519 735 2184 x116

Signature of Officer

Badge/ID No

Date

This property is equipped with
automated video surveillance



Town of Tecumseh

info@tecumseh.ca

www.tecumseh.ca

Personal information is being collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) (Section 28 (2)) for the purpose of protecting Town assets, employees, and the public.

Questions regarding personal information should be directed to:

Town of Tecumseh
Town Clerk
917 Lesperance Road
Tecumseh, ON N8N 1W9
519 735 2184



The Corporation of the Town of Tecumseh

By-Law Number 2023-068

Being a by-law to authorize and execute of an Agreement between The Corporation of the Town of Tecumseh and the Tecumseh Golden Age Club

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of lands and premises known as the St. Clair Beach Community Centre (SCBCC) located at 13675 St. Gregory's Road in Tecumseh;

And Whereas the Tecumseh Golden Age Club is desirous of continuing their programs and activities for seniors at the SCBCC;

And Whereas Council is desirous of entering into an Agreement with the Tecumseh Golden Age Club;

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 Clerk be and 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 Tecumseh Golden Age Club. dated the 9th of May, 2023, 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.

Read a first, second, third time and finally passed this 25th day of July, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

THIS AGREEMENT made as of the 9th day of May 2023

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "Town"

OF THE FIRST PART;

-and-

TECUMSEH GOLDEN AGE CLUB (GAC),
an unincorporated association by its individual members
hereinafter called the "GAC"

OF THE SECOND PART;

WHEREAS the Town is the owner of the lands and premises known as the St. Clair Beach Community Centre (hereinafter "SCBCC"); located at 13675 St. Gregory's Road, in the Town of Tecumseh;

AND WHEREAS due to the Town's need to provide temporary accommodations for the Cada Library during the renovation of its location at 13675 St. Gregory's Road, Administration obtained approval from its Council to relocate the Cada Library to the Town facility at 12420 Lanoue Street for the renovation period;

AND WHEREAS due to the need to accommodate the relocation of the Cada Library, Town Administration approached the members of the Tecumseh Golden Age Club (the "GAC") to inform and provide notice of the Town's need to re-locate the Club's location and activities to have complete access as of May 1, 2023, to the Town facility at 12420 Lanoue Street being the current location of the Tecumseh Golden Age Club's activities;

AND WHEREAS the Council of the Town of Tecumseh at its April 25, 2023 regular meeting received Administrative Report CRS-2023-07 entitled and pursuant to that Report approved the May 1, 2023 relocation and accommodation of the GAC inclusive of its activities, existing user groups and rental clients from its current location at the Town Facility located at 12420 Lanoue Street to the Town Facility located at 13675 St. Gregory's Road and known as the St Clair Beach Community Centre (the "Relocation");

AND WHEREAS the Town and the GAC together have determined that it is in the best interests of the parties hereto that the terms and conditions of the Relocation to and at the St Clair Beach Community Centre together with the obligations of each of the parties hereto with respect to the operations of the GAC via-a-vis the Town both as a user group of a Town facility and as a recipient of grant funds relating to the Seniors Active Living Centers Program (SALC) be hereby reflected by way of agreement the terms and conditions of which are specified below.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants and agreements contained herein, the Town does demise and grant access and use to Town resources inclusive of the St Clair Beach Community Centre land and premises described herein to the GAC upon the following terms and conditions.

1. THE TOWN COVENANTS AND AGREES:

- 1.1. That subject to the provisions of this Agreement, the Town grants permission to the GAC to operate as of May 1, 2023 during the Initial Term of this Agreement at the St Clair Beach Community Centre facility and to carry on from Room B of that facility and the storage area provided, its activities, including the activities and operations of its existing user groups and rental clients and including the operations relating to seniors programming and specifically the activities relating to grant funding under the Seniors Active Living Centres Program (SALC) and to provide such other social, athletic, and recreational activities ancillary thereto (the "GAC activities"). Such permission to operate at the St Clair Beach Community Centre shall be on a non-exclusive basis meaning any areas provided for use

including any storage areas provided by the Town are provided on a temporary basis pursuant to this agreement together with non-exclusive access to common areas of the St Clair Beach Community Centre as and when available and further subject to Town requirements for the facility including the coordination and the scheduling of its other user groups/rentals at the facility.

- 1.2. That subject to the provisions of this agreement, the Town grants permission to the GAC to operate on a non-exclusive basis during the Initial Term and any subsequent terms of this Agreement at the St Clair Beach Community Centre or such other Town facility as may be specified and mutually agreed to and to carry on the GAC activities at such facility in continuing compliance with the terms and conditions of this Agreement as may be amended from time to time.
- 1.3. That the Initial Term of this Agreement shall be the earlier of: (a) one year starting the 1st day of May 2023 and ending the 30th day of April 2024 or (b) the end of the Cada Library renovation period with the Town to provide 60 days' notice of the end of the Cada Library renovation period (hereinafter "the Initial Term"). The Initial Term shall be automatically further extended, subject to the terms of this Agreement (but as may be amended from time to time by the parties hereto), for subsequent terms of One (1) year each unless and until such time as either party gives the other written notice of termination, which party may give such notice at any time and for any reason upon at least sixty (60) days' notice.
- 1.4. Prior to the expiry of the Initial Term (as same may be extended upon mutual agreement) the Town will discuss with the GAC a mutually agreeable Town Facility to host the GAC operations and activities during any subsequent terms of this Agreement if any. In the event the parties fail to reach such mutual agreement by the expiry date of the Initial term then the Initial Term shall not be automatically extended and the GAC as of the initial term expiry date shall be deemed as being in receipt of the written notice of termination referred to in Section 1.3 of this Agreement (unless such Notice has already been provided).
- 1.5. To provide property and liability insurance for all buildings and assets owned by the Town within the SCBCC land and premises or such other Town Facilities at which the GAC may operate pursuant to this Agreement. The GAC shall have no recourse to the Town's insurance and shall execute such further assurances as may be required in that regard.
- 1.6. To provide property maintenance (lawn cutting, shrub trimming, weed control) regular cleaning, maintenance, repair, winterizing and spring commissioning of the outdoor premises, and winter snow removal for the parking lot as per Town's standards for its recreational facilities.
- 1.7. To provide at its expense, and 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.
- 1.8. That provided the GAC remains otherwise in compliance with the terms and conditions of this Agreement and agrees to otherwise abide by the terms, conditions, and requirements applicable to any user/rental of a Town Facility then the GAC during the Initial Term will have access to use the St Clair Beach Community Centre free of charge or payment of fees. While the Town will for the initial Term honour the stated rates/fees for the GAC's user groups/rental clients ("sub-rentals") such rental fees/revenue shall be paid directly to the Town. The Town shall be provided access to the GAC's current sub-rental information including application/permits, fees, and process by which rentals are determined and/or approved. The current user groups/rental clients of the GAC shall also agree to otherwise abide by the terms, conditions, and requirements applicable to any user/rental of a town facility. The Town expressly reserves the right to refuse or deny any current GAC user group/rental clients who do not comply or agree to comply with the Town's terms, conditions, and requirements applicable

to any user/rental of a town facility. During the Initial Term no new sub-rentals of the GAG will be accepted and all such proposed users will be required to contract directly with the Town at the applicable fees, terms, conditions, and requirements applicable to any user/rental of a town facility.

- 1.9. Upon any subsequent renewals of this Agreement the GAC shall be subject to the user/rental fees and the terms, conditions, and requirements applicable to any user/rental of a town facility. Upon any subsequent renewals of this Agreement no new sub-rentals of the GAG will be accepted and all such proposed users will be required to contract directly with the Town at the applicable fees, terms, conditions, and requirements applicable to any user/rental of a town facility.
- 1.10. That the GAC will have the right to book the SCBCC as needed for its events/activities (or such other Town facilities that may further host the GAC activities in subsequent terms of this Agreement). Such right to book shall be contingent on the facility being available as reasonably determined by the Town. The Town shall meet with the GAC at least annually in the early spring to evaluate, plan and coordinate anticipated GAC activities over the upcoming year including anticipated bookings of its user groups if applicable. While the Town will make all reasonable efforts to accommodate the use of the facility by the GAC and the GAC activities, the Town does not make any warranties as to availability of the Town Facility on any particular dates or the ability to accommodate all desired GAC activities at the Town Facility. The GAC specifically acknowledges and agrees that it has no exclusive rights to the use of the SCBCC facility (or any such other town facilities as may be applicable).
- 1.11. The Town will notify or provide the GAC with access to a calendar of booking dates at the SCBCC (or other Town facility as may be applicable) that are for Town use and/or such other groups booked by the Town who are not affiliated with the GAC. 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.

2. THE GAC COVENANTS AND AGREES:

- 2.1. To operate and coordinate with the Town for the use and/or delivery of its social, athletic, and recreational activities at the St Clair Beach Community Centre or such other town facility during the Initial Term and any successor terms and to otherwise be in compliance with the Town's terms, conditions, and requirements applicable to all users/rentals of a Town Facility.
- 2.2. To be responsible for all cleaning and maintenance related to the GAC's use of any areas of the St Clair Beach Community Centre (or other town facilities as may be applicable) and including the use by any of its user groups which cleaning, and maintenance obligations shall extend to and include without limiting the following:
 - (a) Room B and all other provided or used and shared spaces including any storage areas and any equipment, chattels or fixtures provided by the Town together with any common areas (kitchen, foyer, and washrooms areas) must be kept clean and clear of any obstacles, accoutrements and/or adornments that have not been approved by the Town of Tecumseh;
 - (b) All food must be stored in proper containers and its handling preparation or clean up must otherwise be in compliance with applicable public health standards;
 - (c) No hoarding or excess clutter in storage spaces, no trip and fall hazards, no fire hazards;
 - (d) All garbage and recycling must be placed in appropriate containers at the end of each use session.

- 2.3. To be responsible for and assume all legal and supervisory responsibility for its careful and proper use of the rental facility, grounds, equipment, and furnishings.
- 2.4. To be responsible for and assume all liability for all damages incurred during the GAC's use of the facility however caused.
- 2.5. To be responsible for setting up and returning the facility to the condition it was in before any of its events. All facilities shall be clean, tidy and the facility will be properly secured upon vacating.
- 2.6. To observe and cause all its users and attendees to observe as applicable the terms of this Agreement, Town policies and by-laws, facility rules and any other applicable laws or government regulations.
- 2.7. To be responsible for all utilities and all other operational costs of the GAC not otherwise expressly assumed by the Town under this Agreement.
- 2.8. To ensure that the sale of alcohol will be undertaken solely through the GAC's Alcohol and Gaming Commission Ontario (AGCO) license, and the GAC shall strictly comply with their current AGCO license and any requirements of the Town's or GAC's insurer. Where alcohol is served during a rental event the GAC will ensure the person signing the rental agreement acquires and complies with the special occasion permit.
- 2.9. To secure any and all licenses, permits, and approvals required for GAC activities and pay HST, and other business taxes attributed to the operation that may be applicable.
- 2.10. Beyond those related items provided and owned by the Town, to supply, install and provide all appliances and preparation tables/counters, coolers, freezers, and any other equipment required for the operation of the which shall remain the property of the GAC provided that the Town is not responsible for any damage or loss occurring to such property.
- 2.11. That no re-modeling or structural changes will be made to the SCBCC or any other facility or 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.
- 2.12. That except as expressly provided for herein, to be responsible for the cleaning and maintenance of any areas of the SCBCC (or such other Town facility) used by the GAC and its rental and other users and all related buildings, courts, parking lot, and equipment including annual maintenance and repair to the GAC, which results from normal use. Any damage to the areas resulting due to negligent supervision or operation of the GAC shall be repaired by the Town at the expense for the GAC. Payment shall be made within 15 days following delivery of invoice.
- 2.13. That with respect to the Seniors Active Living Centers Program (SALC) and any grant monies received by the Town from the Ministry for Seniors and Accessibility (or any of its predecessors thereof) for the funding of GAC activities and inclusive of funding received or to be received by the Town for the 2023-2024 SALC grant program the GAC represents, warrants and covenants as follows:
 - (a) To provide monthly financial statement reports for the 2023-2024 SALC grant program and or any other previous monthly financial statement reports for previous grant years upon request of the Town.
 - (b) To provide annual audited Financial Statements for the 2023-2024 SALC grant program and/or any other annual audited financial statements for previous SALC grant years upon request of the Town.
 - (c) To consult with the Town prior to any items to be purchased through the 2023-2024 SALC special grant program and to provide necessary

invoices/receipts upon request for any items purchased via the 2023-2024 SALC operating fund and/or 2023-2024 SALC special grant fund or any previous invoices/receipts relating to any previous SALC grant years upon the request of the Town.

- (d) To preserve and provide upon request of the Town any and all other books and records relating to the SALC program.
 - (e) That the GAC at all relevant times has been and will continue to be in compliance with all SALC grant funding program requirements for the 2023-2024 SALC grant program and all previous year SALC grant programs for which the Town made application on behalf of the GAC.
 - (f) To release, indemnify and hold harmless the Town from any liability or continuing requirements or obligations associated with the SALC program inclusive of the 2023-2024 SALC grant program and all previous year SALC grant programs for which the Town made application on behalf of the GAC.
- 2.14. The GAC acknowledges and agrees that the 2023-2024 SALC Grant year will be the last Grant Year applied for by the Town on behalf of the GAC. The GAC acknowledges and agrees that any future funding through the SALC program will be applied for, administered, and received independently and directly by the GAC and completely independent from the Town. The GAC further acknowledges and agrees that the Town has not been and will not be under any obligation to pursue funding for or on behalf of the GAC.
- 2.15. To provide and continue to provide during the Initial Term and such further terms or extensions thereof of this Agreement as may be applicable the following additional documentation to be provided as and when requested below so as to review current compliance with the SALC program and funding requirements and to support the GAC's continuing occupancy at any town facilities:

Monthly: (15 days after end of each month)

- Financial Statement Reports;
- Receipts and/or invoices for Expenses;
- Payroll Report (staff person Name, Position, Hours and Amount of Compensation Per Employee).

Quarterly: (15 days after end of every 3 months)

- Data related to Club activities such as: number and type of programs, number of participants, membership numbers.

Annually: January 15

- Updated Proof of Insurance;

Updated Inventory of equipment and supplies in storage at SCBCC or such other Town facility as may be applicable.

3. INDEMNITY, INSURANCE, COMPLIANCE AND REPORTING

- 3.1. The GAC and its individual members shall defend, indemnify and save harmless on a joint and several basis 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 any disruption of service, or arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the GAC or any club or third party operating under the permission of the GAC, 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 GAC in accordance with this Agreement and shall survive the termination of this Agreement.

- 3.2. The GAC shall during the Initial term and such further Terms 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 GAC and which shall include insurance against personal injury, death, property damage, products liability, non-owned automobile liability and GAC legal liability with respect to the occupancy by the GAC 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 GAC;
 - (c) The GAC agrees that:
 - i. all insurance policies shall be taken out with insurers reasonably acceptable to the Town; shall name the Town as an additional insured;
 - ii. shall contain a severability of interest clause or a cross liability clause;
 - iii. shall be in a form and contain terms satisfactory to the Town and Town's insurer.
 - (d) The GAC 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.
- 3.3. The GAC and any of its user/rental clients shall (as a condition of its rental or grant of use by GAC), agree to comply with the Town's Policy on Health & Safety and any other applicable policies and legislation and further shall ensure that its employees, volunteers, or guests/users are advised and have a sound knowledge of this policy. In particular the GAC 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
- 3.4. The GAC shall be familiar with and comply with all requirements of "Applicable Law" respecting the operation and use of the SCBCC or any other Town facilities as may be applicable. 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 GAC shall provide evidence of compliance as requested from time to time including any certificate from the applicable Governmental Authority. "Governmental Authority" means:

- (a) any court, judicial body, or arbitral body,
 - (b) 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,
 - (c) any subdivision or authority of any of the foregoing,
 - (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.
- 3.5. The GAC shall provide to the Town a copy of the Club's annual Social Gaming License and to provide upon request such other evidence that may be requested to demonstrate that said gaming license is in good standing so as to permit social gaming activities on any Town facility.
- 3.6. That this Agreement and the rights contained therein may not be transferred or assigned by the GAC without written approval from the Town. Any such approval shall be at the Town's sole discretion.

4. TERMINATION

- 4.1. **Termination for Default** - The Town may terminate this Agreement at any time if the GAC fails to perform any of its covenants and obligations (herein an event of default") provided that the Town provides at least fifteen (15) days' notice in writing of the default. If within the fifteen (15) day period the GAC 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 GAC shall vacate the SCBCC and/or any other town facility they may be operating from pursuant to this Agreement all without prejudice to the Town's rights to recover any damages sustained as a result of the default. In such event, the GAC'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.
- 4.2. **Termination for Convenience** - In addition to the Town's right to terminate in accordance with other provisions of this Agreement, either party may terminate this Agreement on sixty (60) days' notice to the other.
- 4.3. Upon any termination of this Agreement, the GAC shall at its own expense remove all its chattels from the premises and leave the GAC in a clean and well-maintained state of repair. The GAC shall not be entitled to be compensated for any of the affixed improvements which the GAC may have made to the SCBCC or such other facility all of which shall become property of the Town.

5. ADDITIONAL PROVISIONS

- 5.1. 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 GAC or by the GAC 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 GAC, to:

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.

- 5.2. 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.

- 5.3. 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.”*

- 5.4. **Independent Legal Advice**

It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- (a) 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 do so;
 - (b) that he or she or it understands the terms, and his or her rights and obligations, under this Agreement.
- 5.5. 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.

[Remainder of page deliberately blank, signatures on following page]

I/We confirm that we have authority to bind the members of the association.

The Corporation of the Town of Tecumseh

By-Law Number 2023-078

Being a By-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Dillon Consulting Limited for the Scully/St. Marks Pump Station and Riverside Drive East Reconstruction consulting services.

Whereas Dillon Consulting Limited was awarded the tender for the detailed engineering consulting services, design, tender package and construction services for the project known as the Scully/St. Marks Pump Station and Riverside Drive East Reconstruction in the Town of Tecumseh;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an Form Agreement with Dillon Consulting Limited in respect of the services to be provided for the Project;

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 Form Agreement between The Corporation of the Town of Tecumseh and Dillon Consulting Limited a copy of said Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 25th day of July, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

CONSULTING AGREEMENT

Between:

The Corporation of the Town of Tecumseh

and

Dillon Consulting Limited

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CONSULTING AGREEMENT

THIS AGREEMENT made in triplicate this 25th day of July 2023.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

Dillon Consulting Limited
hereinafter called the "**Consultant**"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "**Parties**"

RECITALS

WHEREAS the Town intends to retain the Consulting Services of qualified professionals to complete the detailed Engineering consulting services design, tender package, and construction services for the Project..

AND WHEREAS the Town issued a Request for Proposal on April 26, 2023 respecting the Project known as : Disaster Mitigation and Adaptation fund Phase 1: Scully-St. Marks Pump Station Replacement and Riverside drive East Reconstruction Project;

AND WHEREAS the Consultant responded to the RFP and has agreed to provide the Professional Services subject to the following terms, standards, requirements and conditions;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Town and the Consultant mutually agree as follows:

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

Additional Services shall mean those additional services not identified originally in the RFP or Proposal Submission but which the parties subsequently agree in writing shall be provided by the Consultant to the Town;

Agreement shall mean this Agreement and any amendment thereto;

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

DMAF Contract shall mean the Disaster Mitigation and Adaption Fund, as outlined in the RFP;

Force Majeure shall mean the acts beyond the reasonable control of the party and as described in Article 2.12 of this agreement.

Phase shall mean each separate category of work outlined in the RFP, section 7.1, Table's 2, 3 & 4;

Project shall mean the Project as outlined in the RFP;

Proposal Submission shall mean the Consultant's Project submission as outlined in the RFP;

RFP shall mean the Request for Proposals referred to in the recitals above a copy of which is attached hereto as Schedule A;

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

Services shall mean those Services to be delivered or performed by the Consultant under the agreement, and without limiting the foregoing as more particularly described in Article 3 and Additional Services as applicable.

ARTICLE 2

GENERAL CONDITIONS

2.1 RETAINER

The Town hereby retains the Consultant in connection with the Project and the Consultant agrees to provide the Services described in Article 3 (Services to be provided) for the Project under the general direction and control of the Town.

2.2 COMPENSATION

The Town shall pay the Consultant in accordance with the provisions set forth in Article 4. For the purposes of this agreement, the basis of payment shall be as specified in Article 4.2.

2.3 STAFF AND METHODS

The Consultant shall perform the Services under this agreement with the degree of care, skill and diligence normally provided by other members of the engineering and science professions currently practicing under similar conditions in the performance of such Services as contemplated by the agreement and otherwise in accordance with all applicable code(s) of ethics, provincial and/or national laws and regulations. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

2.4 DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town for the Project herein described, including "as-built" drawings and the Town has ownership of any such drawings. To the extent called for in the RFP, the Consultant shall cooperate, assist and collaborate with any other Consultant or third party to incorporate these drawings and documents into any larger or comparable document package applicable to the overall Project.

2.5 INTELLECTUAL PROPERTY

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Town shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

2.6 RECORDS AND AUDIT

- a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Town may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Town is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Consultant, when requested by the Town, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.
- d) The Consultant shall keep proper and accurate financial accounts and records, that are made available for review by the Town upon request, such accounts and records to include but not be limited to its contracts, invoices, statements, receipts, vouchers, and all non-financial records in respect of the Project for at least six (6) years after the DMAF Agreement End Date which is March 31, 2034, in addition to all necessary records to substantiate
 - i) all charges and payments under the Agreement and
 - ii) that all deliverables were provided in accordance with the Agreement.
- e) In a manner set forth in section 11.4 of the RFP, Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the overall DMAF Contract, and by extension this contract, and any records and accounts respecting the Project for the purpose of audit. The Consultant acknowledges and agrees that the terms and conditions of this Agreement include and incorporate to the extent applicable and relevant, the terms and conditions of the DMAF Agreement.

2.7 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the written consent of the Consultant, the Town may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Town necessitates additional staff or Services, the Consultant shall

be paid in accordance with Section 4.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as otherwise agreed in writing between the parties.

2.8 DELAYS

In the event that the start of the project is delayed for one hundred and eighty (180) days or more for reasons beyond the control of the Consultant, the Consultant shall have the option to terminate the Agreement, if such option is exercised in writing within thirty days failing which the timing for if any, is extended for the period of delay.

2.9 SUSPENSION OR TERMINATION

The Town may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such an event, the Consultant shall be entitled to payment for the Services rendered and disbursements incurred by the Consultant to the date of such suspension/termination and reasonable costs incurred to close out the Consultant's Services in the manner and extent otherwise contemplated by section 4.2.

If the Consultant is an individual and should die before their Services have been completed, this Agreement shall terminate as of the date of their death, and the Town shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination in the manner and extent otherwise contemplated by section 4.2.

2.10 INDEMNIFICATION

In the manner set forth in Article 9 of the RFP and without limiting the extent of scope of indemnification set out thereto, the Consultant shall indemnify and save harmless the Town and its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages which the Town, its employees, or officers incur and resulting from...the Contractors performance under this Agreement and/or as the direct result of the negligent actions, errors, or omissions of the Consultant. . Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Town nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any special, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

The Town further covenants and agrees that it will at all times indemnify and save harmless the Consultant, 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 Consultant, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Town or the negligent acts and omissions of its servants, agents or employees.

2.11 INSURANCE

The Consultant shall obtain, maintain, and provide evidence thereof to the Town appropriate insurance coverage in respect of the Services as more particularly detailed in Article 9 of the RFP.

The Consultant, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of \$5,000,000 per occurrence .
- b) Add The Corporation of the Town of Tecumseh and His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities (“Canada”) as additional insureds with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
- d) Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Consultant and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Consultant and used on the work. Each such insurance shall have a limit of liability of \$2,000,000 per occurrence and shall include contractual non-owned coverage (SEF 96). A “vehicle” shall be as defined in the Highway Traffic Act.
- e) Products and completed operations coverage.
- f) Broad Form Property Damage.
- g) Contractual Liability

The Consultant’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Town.

The Consultant, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Professional Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario in an amount of \$2,000,000 per claim and in the aggregate.

The Consultant shall provide a Certificate of Insurance evidencing coverage in force prior to execution of the Contract for this work.

2.12 FORCE MAJEURE

Neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond such party’s control. For purposes of this Agreement, such causes include, but are not limited to, general strikes or other labour disputes (but not including loss or departure of individual staff); epidemic, quarantine, pandemic (including the COVID-19 pandemic), emergency protection legislation, regulations and orders, severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the other party; or discovery of any hazardous substances or differing site conditions.

2.13 CONTRACTING FOR CONSTRUCTION

The Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

2.14 ASSIGNMENT

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

2.15 PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project provided that the Schedules attached hereto are incorporated and remain part of this Agreement.

2.16 APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement or stated in the RFP, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency (herein “an Authority”) other than the Town, such applications for approval or review shall be the responsibility of and completed by the Consultant. Any such application shall be submitted to the Authority through the offices of the Town (when mandated or if requested by the Town). The Consultant shall be the primary point of contact with the Authority to monitor the progress and timely processing of such applications until or unless otherwise directed in writing by the Town. Costs for all application fees shall be borne by the Town unless otherwise provided for by the Consultant. The foregoing in no way limits the Consultant’s responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Town.

In the manner set forth in section 13.4 of the RFP, Consultants shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

2.17 SUB-CONSULTANTS

The Consultant may engage Sub-Consultants for specialized services provided that they are noted in the Proposal Submission or otherwise prior approval is obtained, in writing, from the Town.

Sub-Consultants are to be paid as per the completed Tables 2, 3 and 4 in section 7 of the RFP completed in the Proposal Submission or as otherwise subsequently approved by the Town. Consultant shall pay Sub-Consultant and provide certificate of same to the Town and should the Consultant fail to pay Sub-Consultant, the Town may withhold funds from the next progress payment an amount equal to the amount alleged to be outstanding unless the Consultant has held back and paid into court the amount alleged to be payable to the Sub-Consultant or the Consultant and Town otherwise agree in writing.

2.18 INSPECTION AND COMPLIANCE WITH LAW

The Town, or persons authorized by the Town, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant shall comply with the laws, regulations, and policies set forth in sections 9.7 through 11.3 of the RFP.

In the manner set forth in section 11.4 of the RFP, the Consultant shall note that Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Agreement, and any record and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

2.19 PUBLICATION

The Consultant agrees to obtain the consent in writing of the Town before publishing or issuing any information regarding the Project. All communication inquiries received by the proponent are to be sent directly to the Town for response.

In the manner set forth in section 11.5 of the RFP, this project is funded in part by the Government of Canada. The Town is solely responsible for the operational communications for this project and these communications are not subject to the federal official language policy. The Consultant will be required to share information about the project promptly should significant media inquiries be received or if major stakeholder issues arise relating to this project.

2.20 CONFIDENTIAL INFORMATION

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by the Town in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information, which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Town's information, or which is required to be disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Town.

2.21 TIME

The Consultant shall perform the Services in accordance with the requirements of Article 3 of this Agreement and Table 5 “Preliminary Schedule” of the RFP and shall complete any portion or portions of the Services in such order as the Town may require.

The Town shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals, and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith, within a reasonable time so as not to unduly delay the work of the Consultant. Provided, the Consultant shall allow for reasonable time for such input to be processed having regard to any specific guideline or direction noted by the Town as to its decision-making process.

The Consultant shall deliver services in a manner that is consistent with the preliminary schedule outlined in section 13.16 (Table 4 “Preliminary Schedule”) of the RFP or as otherwise agreed to by the parties in writing.

2.22 ESTIMATES. SCHEDULES AND STAFF LIST

2.22.1 PREPARATION OF ESTIMATE OF FEES. SCHEDULE OF PROGRESS AND STAFF LIST

All information provided in the Proposal Submission from Consultant is accurate and correct as it relates to the following.

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant may seek payment on a time basis where such recovery is contemplated under the RFP (subject to any pre-approval by the Town required under the RFP). The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Town.

2.22.2 SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES. SCHEDULE OF PROGRESS AND STAFF LIST

The Consultant will require prior written approval from the Town for any of the following changes:

- a) Any increase in the estimated fees beyond those in the Bid Submission
- b) Any change in the schedule of progress which results in a longer period than provided for in Subsection 2.22.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 2.22.1 (c).

2.22.3 MONTHLY REPORTING OF PROGRESS

When requested by the Town, the Consultant shall provide the Town with a written report showing the portion of the Services completed in the preceding month and otherwise in accordance with Article 4 below.

ARTICLE 3

SERVICES TO BE PROVIDED

3.1 SERVICES TO BE PROVIDED BY CONSULTANTS

The Consultant shall perform the services those services called for within the RFP, Section B “Project Details”, more specifically section 13 “Description of Work” and as outlined in the Consultant’s Proposal submission, attached hereto as Schedule ‘C’.

3.2 SERVICES TO BE PROVIDED BY TOWN

The Town will provide access to the Town’s information and/or database(s) to the extent set out in section 14 of the RFP and as otherwise may be requested or identified by the Consultant and approved by the Town all in accordance with and subject to any laws governing the disclosure and use of such information and/or database.

ARTICLE 4

FEES AND DISBURSEMENTS

4.1 BASIS OF PAYMENT FOR THIS AGREEMENT

4.1.1 FEES CALCULATED ON A DELIVERABLE BASIS

The Town shall pay the Consultant a Fee for the total Services to be provided under this Agreement up to a Upper Fee Limit amount of \$ \$941,056.50 (excluding HST) and as referenced in Article 4.1.2.

4.1.2 UPSET COST LIMIT

- a) Notwithstanding anything else contained in this agreement, the Fee for the Services shall not exceed the amount of \$ \$941,056.50 (excluding HST) set out in the Proposal Submission's completed "not to be exceeded" as called for in section 7.1 of the RFP in the format required in Tables 2, 3, and 4 of the RFP (attached as Schedule E) unless and until agreed to in writing by the Town in its sole and absolute discretion (e.g to cover Additional Expenses). This upward limit is termed "the Upward Fee Limit".
- b) Included in the "Fee" but subject to the limits and payment terms set forth in article 4, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services and identified in the Proposal Submission, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- c) Notwithstanding Subsections (a) and (b) of this Section, the Town, at its sole discretion, may limit the amounts paid to the Consultant by the Town to the percentage equivalent to each Phase of the project complete in the reasonable opinion of the Town.
- d) The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Article 3 of this Agreement. When approving Additional Services that are not included in Article 3, the Town, at its sole discretion, may, in writing, set a limit on the total amount that may be claimed by the Consultant for the requested Additional Services.

4.2 PAYMENT

4.2.1 FEES CALCULATED MONTHLY

The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month.

4.2.3 INVOICES GENERALLY

- a) Requirements for a proper invoice

All invoices submitted by the Consultant to the Town under this Agreement shall contain the following information:

- 1) The Consultant's name and address;
- 2) The date of the invoice and the period during which invoiced Services were supplied;

- 3) Information identifying the Agreement under which Services were supplied;
 - 4) A description of the services supplied;
 - 5) The total amount payable for the services supplied, and a statement that payment is due within 30 days of receipt subject to reasonable verification;
 - 6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
 - 7) The following additional information (if any):
 - i. Undertaking that Sub-Consultants are paid;
 - ii. Community Employment Benefit (CEB) Assessment as in the manner set forth in section 11.2 of the RFP together with any other report deliverable by the Consultant under the RFP;
 - iii. Stage of completion of each Phase of the Services;
 - iv. Fees payable based on the percentage of work completed on any Phase less amounts previously accounted for in prior invoices;
 - v. HST applicable thereto along with the Consultant's HST number;
 - vi. Detail in respect of the actual time spent by the Consultant's employees, materials, equipment;
 - vii. A summary and details of the actual work of any Sub-Consultant otherwise consistent with the information noted in i) to vi) above.
- b) Disputed invoices

If the Town intends to dispute any invoice delivered by the Consultant, in whole or in part, the Town shall within 21 calendar days of receiving the invoice, deliver to the Consultant a notice of non-payment setting out the reasons for non-payment and offering to mediate the dispute if not resolved within a further 21 calendar days. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out below.

4.2.4 TERMS OF PAYMENT

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, within 30 days of, as presented and without holdbacks, by the Town upon receipt, together with the additional information called for above.

ARTICLE 5

MISCELLANEOUS

5.1 COMMUNICATION

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

Communications sent to the Municipality shall be addressed to:
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

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.

5.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

5.3 WAIVER

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

5.4 FURTHER ASSURANCES

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

5.5 HEADINGS

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

5.6 SUCCESSORS AND ASSIGNS

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

5.7 GENDER

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

5.8 SEVERABILITY

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

5.9 ENTIRE AGREEMENT

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

5.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.11 JURISDICTION

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

5.12 TRUE COPY

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

5.13 SCHEDULES

The Schedules attached hereto form part of this agreement.

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

SIGNED, SEALED AND DELIVERED
in the presence of

}
}
}
}
}
}
}
}
}

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____
Gary McNamara - MAYOR

**Rob Auger - Director
Legislative Services & Clerk Services**

DILLON CONSULTING LIMITED

}
}

Per: _____

}
}

Per: _____

I/WE HAVE AUTHORITY TO BIND THE
CORPORATION

SCHEDULE A"

REQUEST FOR PROPOSAL

SCHEDULE "B"

ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)

SCHEDULE "C"

PROPOSAL SUBMISSION FROM CONSULTANT

SCHEDULE "D"

NTD: Attach Table 2, 3, and Table 4 as completed by Consultant

The Corporation of the Town of Tecumseh

By-Law Number 2023-082

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Murray Mills Excavating and Trucking Limited for the repair and improvements to the Antaya Drain.

Whereas Murray Mills Excavating and Trucking Limited was awarded the tender for the repairs and improvements to the Antaya Drain outlined in the Drainage Report by Mark Hernandez, P.Eng, of Dillon Consulting Limited dated March 16, 2022;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an agreement with Murray Mills Excavating and Trucking Limited for the repairs and improvements to the Antaya Drain;

And whereas under Section 5 of the *Municipal Act 2001*, S.O. 2001 c. M. 25 the powers of a municipality shall be exercised by its Council by by-law.

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

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute and Agreement between The Corporation of the Town of Tecumseh and Murray Mills Excavating and Trucking Limited dated 25th of July, 2023., and a copy of said Agreement is attached hereto and forms part of this by-law and further to do such and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 25th day of July, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

**FORM OF AGREEMENT
FOR
ANTAYA DRAIN REPAIR/IMPROVEMENT**

THIS AGREEMENT made (in triplicate) this 25th day of July 2023,

BETWEEN:

CORPORATION OF THE TOWN OF TECUMSEH

hereinafter called the "**OWNER**"

OF THE FIRST PART

- and -

MURRAY MILLS EXCAVATING & TRUCKING (SARNIA) LTD.

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 on the 25th day of July 2023.

NOW 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 own 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 29th day of June 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, for the **Antaya Drain Repair/Improvement** and for the price or sum of Seventy-Six Thousand Eight Hundred Fourteen-----00/100 DOLLARS (\$76,814.00) (**HST Excluded**).
2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner within the period of time specified in the said tender.
3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and

performance or maintenance of the said work by the Contractor, its servants, agents or employees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement.

4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond and a Labour and Material Payment Bond each in the amount equivalent to one hundred percent (100%) of the Total Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said work, in accordance with the terms of this agreement.
5. It is understood and agreed that the Contractor will not commence or proceed with the construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.
6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
7. This agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE TOWN OF
TECUMSEH ("Owner")**

OWNER'S SEAL

Per: _____
Mayor

Per: _____
Director, Legislative Services & Clerk

Date: _____

**MURRAY MILLS EXCAVATING &
TRUCKING (SARNIA) LTD. ("Contractor")**

CONTRACTOR'S SEAL

Per: _____

Name: M. Darrell Mills

Title: Operations Manager

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

4970 Kimball Road
Sarnia ON N7T 7H5

The Corporation of the Town of Tecumseh

By-Law Number 2023-083

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Mark G. Contracting for the repair and improvements to the Demonte Branch Drain.

Whereas Mark G. Contracting was awarded the tender for the repairs and improvements to the Demonte Branch Drain outlined in the Drainage Report by Mark Hernandez, P.Eng, of Dillon Consulting Limited dated August 5, 2022;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an agreement with Mark G. Contracting for the repairs and improvements to the Demonte Branch Drain;

And whereas under Section 5 of the *Municipal Act 2001*, S.O. 2001 c. M. 25 the powers of a municipality shall be exercised by its Council by by-law.

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

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute and Agreement between The Corporation of the Town of Tecumseh and Mark G. Contracting dated 25th of July, 2023., and a copy of said Agreement is attached hereto and forms part of this by-law and further to do such and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 25th day of July, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

**FORM OF AGREEMENT
FOR
DEMONTE BRANCH DRAIN**

THIS AGREEMENT made (in triplicate) this 25th day of July 2023,

BETWEEN:

CORPORATION OF THE TOWN OF TECUMSEH

hereinafter called the "**OWNER**"

OF THE FIRST PART

- and -

MARK G. CONTRACTING 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 on the 25th day of July 2023.

NOW 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 own 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 28th day of June 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, for the **Demonte Branch Drain** and for the price or sum of One Hundred Ninety-Eight Thousand Six Hundred Eighty-Seven-----00/100 DOLLARS (\$198,687.00) (**HST Excluded**).
2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner within the period of time specified in the said tender.
3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and

performance or maintenance of the said work by the Contractor, its servants, agents or employees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement.

4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond and a Labour and Material Payment Bond each in the amount equivalent to one hundred percent (100%) of the Total Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said work, in accordance with the terms of this agreement.
5. It is understood and agreed that the Contractor will not commence or proceed with the construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.
6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
7. This agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE TOWN OF
TECUMSEH ("Owner")**

OWNER'S SEAL

Per: _____
Mayor

Per: _____
Director, Legislative Services & Clerk

Date: _____

MARK G. CONTRACTING INC. ("Contractor")

CONTRACTOR'S SEAL

Per: _____

Name: Henry Klassen

Title: Project Manager

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

351 Queen Street North

P.O. Box 699

Tilbury, ON N0P 2L0

The Corporation of the Town of Tecumseh

By-Law Number 2023-084

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Mark G. Contracting for the repair and improvements to the Gouin Branch Drain.

Whereas Mark G. Contracting was awarded the tender for the repairs and improvements to the Gouin Drain outlined in the Drainage Report by Mark Hernandez, P. Eng, of Dillon Consulting Limited dated January 20, 2023;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an agreement with Mark G. Contracting for the repairs and improvements to the Gouin Drain;

And whereas under Section 5 of the *Municipal Act 2001*, S.O. 2001 c. M. 25 the powers of a municipality shall be exercised by its Council by by-law.

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

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute and Agreement between The Corporation of the Town of Tecumseh and Mark G. Contracting dated 25th of July, 2023., and a copy of said Agreement is attached hereto and forms part of this by-law and further to do such and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 25th day of July, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

**FORM OF AGREEMENT
FOR
GOUIN DRAIN (LITTLE RIVER OUTLET)
&
GOUIN DRAIN BRANCH NORTH & SOUTH**

THIS AGREEMENT made (in triplicate) this 25th day of July 2023,

BETWEEN:

CORPORATION OF THE TOWN OF TECUMSEH

hereinafter called the "**OWNER**"

OF THE FIRST PART

- and -

MARK G. CONTRACTING 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 on the 25th day of July 2023.

NOW 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 own 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 28th day of June 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, for the **Gouin Drain (Little River Outlet & Gouin Drain Branch North & South** and for the price or sum of Three Hundred Ninety-Three Thousand One Hundred Twenty -----00/100 DOLLARS (\$393,120.00) (**HST Excluded**).
2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner within the period of time specified in the said tender.
3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and

performance or maintenance of the said work by the Contractor, its servants, agents or employees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement.

4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond and a Labour and Material Payment Bond each in the amount equivalent to one hundred percent (100%) of the Total Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said work, in accordance with the terms of this agreement.
5. It is understood and agreed that the Contractor will not commence or proceed with the construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.
6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
7. This agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE TOWN OF
TECUMSEH ("Owner")**

OWNER'S SEAL

Per: _____
Mayor

Per: _____
Director, Legislative Services & Clerk

Date: _____

MARK G. CONTRACTING INC. ("Contractor")

CONTRACTOR'S SEAL

Per: _____

Name: Henry Klassen

Title: Project Manager

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

351 Queen Street North, P.O. Box 699

Tilbury, ON N0P 2L0

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: Workshop with Council May 23, followed by preparing first draft of By-law for review with Council in Q4
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: Workshop with Council May 23, followed by preparing first draft of By-law for review with Council in Q4
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: Workshop with Council May 23, followed by preparing first draft of By-law for review with Council in Q4. Co-ordination with Clerks Dept regarding associated licencing options under the Municipal Act.
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: Workshop with Council May 23, followed by preparing first draft of By-law for review with Council in Q4. Co-ordination with Clerks Dept regarding associated regulatory options under Municipal Act.

The Corporation of the Town of Tecumseh

By-Law Number 2023-085

Being a by-law to confirm the proceedings of the July 25, 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 July 25, 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 July 25, 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 25th day of July, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk