

## **Regular Council Meeting Agenda**

**Date:** Tuesday, September 12, 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 - August 8, 2023

15 - 24

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the August 8, 2023 minutes of the Regular Council Meeting, as were duplicated and delivered to the members, **be adopted**.

**I. Supplementary Agenda Adoption**

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the supplementary items added to the Regular Meeting agenda regarding the Delegation for Regional Waste Management Initiative and the 2024 Pre Budget Council Consultation presentation, **be approved**

**J. Consent Agenda items**

As per the Procedural By-Law 2023-076, all items listed listed under the Consent Agenda will be voted on through one Consent Motion and that that Motion shall be neither debatable nor amendable.

1. CAO-PC-2023-01 December Holiday Schedule 2024

25 - 29

2. DS-2023-17 Tecumseh Transit Service, 2023 Six Month Statistical Review

30 - 39

3. LCS-2023-22 Council Meetings in 2024

40 - 45

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the Reports listed under the Consent Agenda **be received and approved**.

**K. Delegations**

1. Essex Energy Corporation

46 - 51

Patrick Casey, P.Eng., MSP and Energy Markets, and Steve Ray, CEO  
Essex Power Corporation



- a. PWES-2023-62 IESO Market Participant for the Tecumseh Arena and Manning Road Storm Pump Station Generators

52 - 57

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report PWES-2023-62 entitled IESO Market Participant for the Tecumseh Arena and Manning Road Storm Pump Station Generators **be received**;

**And that** By-Law 2023-093 **be considered for** 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 Essex Energy Corporation to include the Tecumseh Arena and Manning Road Storm Pump Station Generators in the IESO Capacity Auction;

**And further that** the Town's solicitor **provide reasonable notice** to Genset Resource Management Inc. (GenSet) of termination of the expired 2007 Standby Generator Operation and Maintenance Agreement, as contained within By-law 2007-34, and request removal of the Tecumseh Arena Generator from the IESO Operating Reserve Market.

2. Regional Waste Management Initiative

58 - 67

Re: Phil Bartnik, Director Public Works & Engineering Services and Michelle Bishop, CPA, General Manager Essex Windsor Solid Waste Authority

Supplementary Item

- a. PWES-2023-57 Regional Waste Management Initiative, Project Update 68 - 92

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report PWES-2023-57 titled “Regional Waste Management Initiative, Project Update & Endorsement of County By-Law 2023-40”, **be received**;

**And that** Council **support and endorse** County of Essex By-Law 2023-40, being a by-law to transfer all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex, to the County, pursuant to the provisions of Sections 189 and 190 of the *Municipal Act, 2021, S.O. 2001, c.25, as amended*;

**And further that** Council accordingly **give consideration to** the first, second, third and final reading of By-Law 2023-092, being a by-law to approve County of Essex By-Law 2023-40.

3. Hobie Fishing World Championship Event 93 - 113

Re: Steve Fields, Director Fishing Teams & Events

- a. CRS-2023-15 Hobie Fishing Word Championships Event 2024 114 - 118

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the information as provided in Report CRS-2023-15 titled “Hobie World Fishing Championships 2024” **be received**;

**And that** Council **give favourable consideration and grant relief** from the Outdoor Special Events Policy to the request from the International Hobie Fishing Association to host a Signature Event, the Hobie World Fishing Championships, at Lakewood Park North and Lakewood Park South from Tuesday, June 25, 2024 – Sunday, June 30, 2024.

4. 2024 Pre Budget Council Consultation 119 - 138

Tom Kitsos, Director Financial Services, and Vanessa DaDalt, Manager Revenue Services

Supplementary Item

## L. Communications

### 1. For Information:

- |    |   |           |
|----|---|-----------|
| a. | Municipality of Chatham-Kent dated August 15, 2023<br>Re: Infrastructure Funding  | 139 - 140 |
| b. | Ministry of Infrastructure dated August 14, 2023<br>Re: Red Tape Reduction for Designated Broadband Projects  | 141 - 143 |
| c. | Town of Amherstburg dated August 15, 2023<br>Re: Violence Against Women Resolution Support  | 144 - 144 |
| d. | County of Essex dated August 22, 2023<br>Re: Notice of Public Meeting for the County of Essex Official Plan   | 145 - 145 |
| e. | Ministry of Natural Resources and Forestry dated August 21, 2023<br>Re: Streamlining of Approvals under the Aggregate Resources Act and Supporting Policy | 146 - 146 |
| f. | City of Windsor dated September 1, 2023<br>Re: Notice of Study Commencement for Little River Pollution Control Plan Expansion                             | 147 - 147 |

#### **Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Communications - For Information A through F as listed on the Tuesday, September 12, 2023 Regular Council Agenda, **be received.**

### 2. Action Required:

- |    |  |           |
|----|--|-----------|
| a. | CN Rail dated August 14, 2023<br>Re: National Rail Safety Week | 148 - 149 |
|----|--|-----------|

## **Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**Whereas** Rail Safety Week is to be held across Canada from September 18 to 24, 2023;

**Whereas** 232 railway crossing and trespassing incidents occurred in Canada in 2022; resulting in 66 avoidable fatalities and 43 avoidable serious injuries;

**Whereas** educating and informing the public about rail safety (reminding the public that railway rights-of-way are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries cause by incidents involving trains and citizens;

**Whereas** Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

**Whereas** CN has requested Town Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

**It is hereby resolved** to support National Rail Safety Week to be held from September 18 to 24, 2023.

- M.    **Update from County Council and Boards**
- N.    **Committee Minutes**

1. Policies & Priorities Committee - August 8, 2023

150 - 192

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the Tuesday, August 8, 2023 minutes of the Policies & Priorities Committee as were duplicated and delivered to the members, **be adopted;**

**And that** the attached Council-Staff Relations Policy, Alley Closing and Sale Policy, Sale of Surplus Land Policy, and Social Media Policy presented at the August 8, 2023 Policies & Priorities Committee meeting, **be adopted;**

**And further that** By-Law 2003-09 being a by-law to establish procedures for the sale of surplus real property **be repealed.**

2. Town of Tecumseh Business Improvement Area- August 21, 2023

193 - 196

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the August 21, 2023 minutes of the Town of Tecumseh Business Improvement Area as were duplicated and delivered to the members, **be adopted.**

**O. Reports**

1. Chief Administrative Officer - People & Culture

a. CAO-PC-2023-04 Crossing Guards Lunch Hour Service

197 - 200

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report CAO-PC-2023-04 entitled "Crossing Guards Lunch Hour Service" **be received;**

**And that** the recommendation to eliminate the lunch hour service of Crossing Guards at the locations identified in Report CAO-PC-2023-04 effective October 10, 2023 **be approved.**

**And further that** the change in level of service **be communicated** to the administration of the affected schools.

- b. CAO-PC-2023-05 COVID-19 Vaccination Policy Suspension 201 - 205

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report CAO-PC-2023-05 entitled “COVID-19 Vaccination Policy Suspension” **be received;**

**And that** the recommendation to suspend the “COVID-19 Vaccination Policy” dated September 8, 2021 **be approved.**

2. Community & Recreation Services

- a. CRS-2023-17 Healthy Aging Strategy 206 - 210

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** CRS-2023-17 entitled “Healthy Aging Strategy” **be received.**

**And that** the development of a Healthy Aging Strategy **be approved.**

3. Financial Services

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the 2022 Year-End Budget Variance Report, dated September 12, 2023, showing a tax supported surplus of \$1,224,508 and a rate-supported surplus of \$714,803 **be received;**

**And that** tax-supported surplus **transfers be made** as follows:

- a. \$150,000 operating fund surplus to Sick/Vacation Pay Reserve as per 2022 year-end estimated present value obligation;
- b. \$200,000 operating fund surplus to Post Employment Benefits Reserve Fund to be invested in ONE Equity Fund to contribute towards 2022 year-end estimated present value obligation deficit of approximately \$4M;
- c. \$400,000 operating fund surplus to Tax Rate Stabilization Reserve to bring this reserve to approximately \$3.8M (15% of general levy is \$4.1M);
- d. \$384,497 operating fund surplus to Infrastructure Reserve; and
- e. \$90,011 capital fund surplus be transferred as follows:
  - a. \$60,000 to Tax Rate Stabilization Reserve to be carried forward to 2023 towards 2022 approved Small Equipment purchases not fulfilled at year-end, and
  - b. \$30,011 to Infrastructure Reserve

**And further that** rate-supported surplus (Water and Wastewater services) **transfers be made** as follows:

- a. \$444,994 water operating fund surplus to the Water Rate Stabilization Reserve Fund; and
- b. \$269,809 wastewater operating fund surplus to the Wastewater Rate Stabilization Reserve Fund.

## 4. Legislative &amp; Clerk Services

- a. LCS-2023-27 Request for Noise By-Law Exemption- Tabouli by Eddy's 254 - 257

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report LCS-2023-27 entitled “Request for Noise By-Law Exemption – Tabouli by Eddy’s”, **be received**;

**And that** Council **authorize** Administration to grant Tabouli by Eddy’s, located at 1614 Lesperance Road, an exemption from the Emission of Sounds By-Law 2002-07, as amended (the “Noise By-Law”), on Saturday, September 23, 2023, between the hours of 9:00 pm and 11:30 pm to permit music entertainment;

**And further that** the area residents **be informed** by Tabouli by Eddy’s of this exemption from the Noise By-Law, and Administration communicate the exemption to the OPP;

**And furthermore that** concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to **be monitored**.

5. Public Works & Engineering Services

- a. PWES-2023-46 Request to Levy 2022 Municipal Drain Maintenance Costs 258 - 269

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report PWES-2023-46 Request to Levy 2022 Municipal Drain Maintenance Costs, **be received**;

**And that** By-Law 2023-070 to levy maintenance costs for the drains attached in Appendix A, **be adopted**.



- b. PWES-2023-59 Amendment to the 2023-2027 PWES Capital Works Plan, Public Works and Transportation North Building Improvements 270 - 275

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report PWES-2023-59 "Amendment to the 2023-2027 PWES Capital Works Plan, Public Works and Transportation North Service Building Improvements, Project Update", **be received;**

**And that** expenditures for the expanded scope and construction costs for the Public Works and Transportation North Building Improvements Project of \$600,000, for a total project cost of \$800,000, **be authorized and funded from:**

- \$480,000 from the Buildings Lifecycle Reserve
- \$320,000 from the Infrastructure Reserve.

- c. PWES-2023-60 Tecumseh Road Sidewalk Rehabilitation – Tender Award 276 - 279

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** the tender for the Tecumseh Road Sidewalk Rehabilitation in the amount of \$214,458 (excluding HST) **be awarded** to Amico Infrastructures Inc.;

**And that** By-Law 2023-090 **be given consideration** for 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 Amico Infrastructures Inc.

- |    |   |           |
|----|---|-----------|
| d. | PWES-2023-64 Discontinuation of the Drainage Act Process,<br>Section 40 - Cunningham Drain, Brown Enclosure Extension | 280 - 286 |
|----|---|-----------|

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** Report PWES-2023-64 Discontinuation of the Drainage Act Process, Section 40, for the Cunningham Drain-Brown Enclosure Extension, **be received;**

**And that** notice of the filing of the drainage engineer's report, under Section 40 of the *Drainage Act*, **be given by the Clerk** to the landowner at 12305 County Road 34 who had originally requested the drainage works.

**P. By-Laws**

- |    |   |           |
|----|---|-----------|
| 1. | By-Law 2023-070 2022 Municipal Drain for Maintenance Costs in 2022<br><br>A by-law to amend drainage assessments in engineer reports based on actual costs incurred for the constructing of various drains in 2022  | 287 - 288 |
| 2. | By-Law 2023-089 BIA Tax Rate<br><br>Being a by-law to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2023  | 289 - 290 |
| 3. | By-Law 2023-90 Tecumseh Road Sidewalk Rehabilitation Tender Award<br><br>Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Amico Infrastructure Inc. for the construction services of the Tecumseh Road Sidewalk Rehabilitation   | 291 - 321 |
| 4. | By-Law 2023-091 Amend By-Law 2022-099 Schedule A Fees and Charges - Alley closing<br><br>Being a by-law to amend By-Law 2022-099 to prescribe administrative fees and charges for the Town of Tecumseh for the year 2023  | 322 - 324 |
| 5. | By-Law 2023-092 County of Essex - Waste Management<br><br>Being a by-law to consent to the transfer to the Corporation of the County of Essex of all power of the Town of Tecumseh as a lower tier municipality with respect to the collection of waste and the delivery of such waste in the Town of Tecumseh pursuant to the provisions of Sections 189 and 190 of the <i>Municipal Act, 2001, S.O. 2001, c.25</i> , as amended | 325 - 326 |

- |    |  |           |
|----|--|-----------|
| 6. | By-Law 2023-093 Agreement with Essex Energy Corporation  | 327 - 333 |
|    | Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Essex Energy Corporation   |           |
| 7. | By-Law 2023-094 Amending Agreement for By-Law 2022-097- VIA Rail Grade Crossing Improvements   | 334 - 339 |
|    | Being a by-law to amend By-Law 2021-53, being a by-law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, and represented by the Minister of Transport and The Corporation of the Town of Tecumseh under the Rail Safety Improvement Program |           |
| 8. | By-Law 2023-095 Shuttleworth Drain - First and Second Reading  | 340 - 526 |
|    | Being a by-law to provide for the repair and improvements to the Shuttleworth Drain  |           |

**Q. Unfinished Business**

- |    |                    |           |
|----|--------------------|-----------|
| 1. | September 12, 2023 | 527 - 527 |
|----|--------------------|-----------|

**R. New Business**

**S. Motions**

- |    |                              |           |
|----|------------------------------|-----------|
| 1. | Confirmatory By-Law 2023-096 | 528 - 529 |
|----|------------------------------|-----------|

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** By-Law 2023-096 being a by-law to confirm the proceedings of the Tuesday, September 12, 2023, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

**T. Notices of Motion**

**U. Next Meeting**

September 26, 2023

7:00 pm Regular Council Meeting

V.     **Adjournment**

**Recommendation**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**That** there being no further business, the Tuesday, September 12, 2023 meeting of the Regular Council **be adjourned** at     pm.

## **Regular Meeting of Council**

### **Minutes**

Date: Tuesday, August 8, 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, Brian Houston  
Councillor, Tania Jobin  
Councillor, Rick Tonial

#### **Absent:**

Councillor, Alicia Higgison

#### **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  
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert  
Manager Planning Services & Local Economic Development,  
Chad Jeffery  
Senior Manager Recreation Services, Brett Palmer  
Manager Facilities & Energy Management, Daniel Wolicki

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

#### **B. Order**

The Mayor calls the meeting to order at 7:23 pm.

**C. Report Out of Closed Meeting**

A closed meeting of Council was held at 5:30 pm in accordance with and as permitted with Section 239 (2) (c)(h) of the *Municipal Act, 2001*, which states that a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them.

During this meeting, Council:

- received information and provided direction on two matters in which such information was explicitly supplied in confidence pursuant to Section 239 (2)(h); and
- Council provided direction to Administration on a potential land matter.

**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 are no pecuniary interests declared by any Member of Council.

**H. Minutes**

**1. Regular Council Meeting - July 25, 2023**

**Motion: RCM - 215/23**

Moved by Councillor Rick Toniai

Seconded by Councillor Brian Houston

**That** the July 25, 2023 minutes of the Regular Council Meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

**I. Supplementary Agenda Adoption**

**Motion: RCM - 216/23**

Moved by Councillor Brian Houston

Seconded by Councillor James Dorner

**That** the supplementary items added to the Regular Meeting Agenda regarding Report PWES-2023-58 entitled "West Townline and Mooney Creek, Emergency Replacement of Residential Access Bridge, 5285 County Road 19 Tender Award", By-Law 2023-087 and the Business Improvement Area 2023 Budget, **be approved**.

Carried

**J. Delegations**

**1. Town of Tecumseh Business Improvement Area**

Leo Demarce, BIA Board of Management Chair

Lauren Carcelen, Director and Head of Marketing and Beautification Committee

Lauren Carcelen and Leo Demarce present the PowerPoint presentation entitled "Tecumseh BIA" as appended on the Agenda. Ms. Carcelen highlights the proposed marketing and beautification plans including additional planters, benches, holiday lights, and increasing engagement with community and communication with members. Mr. Demarce explains the 2023 proposed BIA budget for Council support and approval.

The Mayor opens the floor to questions from the Members.

In response to an inquiry on the increase of the tax levy and whether members were notified regarding the levy increase; Mr. Demarce indicates that currently the Board does not have the ability to notify all members and part of the proposed budget is to develop outreach and engagement with the members.

**Motion: RCM - 217/23**

Moved by Councillor Brian Houston  
Seconded by Councillor James Dorner

**That** the proposed 2023 Operating Budget of \$235,000 for the Business Improvement Area as appended on the Agenda **be approved**.

Carried

**K. Communications - For Information**

There are no Communications For Information items presented to Council.

**L. Communications - Action Required**

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

**M. Committee Minutes**

**1. Business Improvement Area - July 19, 2023**

**Motion: RCM - 218/23**

Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**That** the July 19, 2023 minutes of the Town of Tecumseh Business Improvement Area Meeting as were duplicated and delivered to the members, **be accepted**.

Carried

**N. Reports**

**1. Community & Recreation Services**

**a. CRS-2023-14 Tecumseh Arena Flood Damage Assessment**

**Motion: RCM - 219/23**

Moved by Councillor Rick Tonial  
Seconded by Councillor Tania Jobin

**That** the information as provided in Report CRS-2023-14 Tecumseh Arena Flood Damage Assessment **be received**;

**And that** the estimated costs **be approved** as follows:

- Damage Remediation and Replacement Costs, including the deductible, in the amount of \$891,000;
- On-site storm water infrastructure modelling assessment in the amount of \$30,000.



**And further that** the estimated costs **be funded** through the Arena Lifecycle Reserve.

Carried

**2. Development Services**

a. DS-2023 15 Adoption of the Tecumseh Housing Action Plan

Larry Silani, Miller Silani Inc., consultant for the Tecumseh Housing Action Plan, was available for questions from the Members. There were no questions raised.

**Motion: RCM - 220/23**

Moved by Councillor Rick Tonial  
Seconded by Councillor Tania Jobin

**That** Report DS-2023-15 entitled “Adoption of the Tecumseh Housing Action Plan: Federal Housing Accelerator Fund”, **be received**;

**And that** the Tecumseh Housing Action Plan, as attached to Report DS-2023-15, **be approved**;

**And further that** Administration **be authorized** to submit a Housing Accelerator Fund application to the Canada Mortgage and Housing Corporation;

**And furthermore, that** the Chief Financial Officer and Director Development Services **be authorized** to sign such documents required to support the application, including a preliminary attestation and an integrity declaration.

Carried

b. DS-2023-16 2023 Six Month Permit Report

**Motion: RCM - 221/23**

Moved by Councillor Rick Tonial  
Seconded by Councillor Brian Houston

**That** Report DS-2023-16 entitled “2023 Six Month Building Services Permit Report”, **be received**.

Carried

### 3. Financial Services

- a. FS-2023-06 Taxes Receivable – June 2023

**Motion: RCM - 222/23**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** Report FS-2023-06 Taxes Receivable – June 2023 **be received** for information.

Carried

### 4. Legislative & Clerk Services

- a. LCS-2023-23 Council Conferences in 2024

**Motion: RCM - 223/23**

Moved by Councillor Brian Houston  
Seconded by Councillor James Dorner

**That** Members of Council **be authorized** to attend the following conferences scheduled to be held in 2024 in accordance with the Town's Travel Policy No. 14 and Professional Development Policy No. 73:

Event	Dates	Location
Association of Municipalities of Ontario ("AMO") Annual General Meeting and Annual Conference	Sunday, August 18, 2024, to Wednesday, August 21, 2024	Ottawa, Ontario
Federation of Canadian Municipalities ("FCM") Annual Conference and Trade Show	Thursday, June 6, 2024, to Sunday, June 9, 2024	Calgary, Alberta
Festival and Events Ontario Conference	TBA	TBA
Great Lakes and St. Lawrence Cities Initiatives Annual Meeting and Conference	TBA	Montreal, Quebec
Ontario Good Roads Association ("OGRA") Annual Conference	Sunday, April 21, 2024, to Wednesday, April 24, 2024	Toronto, Ontario

<b>Event</b>	<b>Dates</b>	<b>Location</b>
Ontario Small Urban Municipalities (“OSUM”) Conference and Trade Show	TBA	TBA
Rural Ontario Municipal Association (“ROMA”) Annual Conference	Sunday, January 21, 2024, to Tuesday, January 23, 2024	Toronto, Ontario

**And that** Members of Council **be approved** to attend any 2024 workshops, webinars, and training opportunities from the associations listed below in accordance with the Town’s Professional Development Policy and subject to funding in the 2024 Budget:

- Association of Municipalities Ontario;
- Federation of Canadian Municipalities;
- Festivals and Events Ontario;
- Great Lakes and St. Lawrence Cities Initiative;
- Ontario Good Roads Association;
- Ontario Small Urban Municipalities;
- Rural Ontario Municipal Association.

Carried

b. LCS-2023-26 Right of Access for Maintenance

**Motion: RCM - 224/23**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** Report LCS-2023-26 entitled “Right of Access for Maintenance” **be received**;

**And that** By-law Number 2023-086 being a by-law to permit access onto adjoining lands for maintenance, **be considered** by Council for first, second and third readings and be finally approved on August 8, 2023.

Carried

**5. Public Works & Engineering Services**

- a. PWES-2023-58 West Townline and Mooney Creek Drain, Emergency Replacement of Residential Access Bridge, 5285 County Road 19 – Tender Award

**Motion: RCM - 225/23**

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

**That** the tender for the West Townline and Mooney Creek Drain, Emergency Replacement of Residential Access Bridge for 5285 County Road 19 in the amount of \$749,970 excluding HST **be awarded** to Sterling Ridge Infrastructure Inc.;

**And that** By-law 2023-087 **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 Sterling Ridge Infrastructure Inc.

Carried

**O. By-Laws****1. By-Law 2023-086 Right of Access for Maintenance**

Being a by-law to permit access onto adjoining lands for maintenance within the Town of Tecumseh.

**2. By-Law 2023-87 West Townline and Mooney Creek Drain, Emergency Replacement of Residential Access Bridge, 5285 County Road 19 – Tender Award**

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 construction services of a replacement bridge.

Supplementary Item

**Motion: RCM - 226/23**

Moved by Councillor James Dorner

Seconded by Councillor Rick Tonial

**That** By-Law 2023-086 being a by-law to permit access onto adjoining lands for maintenance with the Town of Tecumseh;

**That** By-Law 2023-087 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 construction services of a replacement bridge.

**Be given** first and second reading.

Carried

**Motion: RCM - 227/23**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** By-Law 2023-086 being a by-law to permit access onto adjoining lands for maintenance with the Town of Tecumseh;

**That** By-Law 2023-087 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 construction services of a replacement bridge.

**Be given** third and final reading.

Carried

**P. Unfinished Business**

**1. August 8, 2023**

The Members receive the Unfinished Business listing for Tuesday, August 8, 2023.

**Q. New Business**

**Banwell Hamlet**

A concern was raised regarding the lands located at the intersection of Banwell Road and County Road 22 and the development of a parking lot. It is requested that Administration draft a communication to be circulated to Windsor Real Estate Board, Developers, and the residents in the community regarding the Town's plans for residential development on these lands.

**Storyboard at Lakewood Park**

A request is made for Administration to look into the storyboard of the War of 1812 at Lakewood Park as the sign is deteriorating.

**R. Motions**

**1. Confirmatory By-Law 2023-088**

**Motion: RCM - 228/23**

Moved by Councillor Tania Jobin  
Seconded by Councillor Rick Tonial

**That** By-Law 2023-088 being a by-law to confirm the proceedings of the Tuesday, August 8, 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**

The Deputy Mayor raises a notice of motion on recommendations to improve Tecumseh Road and keep the same concept on parking.

**T. Next Meeting**

Tuesday September 12, 2023

5:00 pm Public Council Meeting - Cunningham Drain

5:30 pm Public Council Meeting - Shuttleworth Drain

7:00 pm Regular Council Meeting

**U. Adjournment**

**Motion: RCM - 229/23**

Moved by Councillor Rick Tonial  
Seconded by Councillor Brian Houston

**That** there being no further business, the Tuesday, August 8, 2023, meeting of the Regular Council **be adjourned** at 8:57 pm.

Carried

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Gary McNamara, Mayor

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Robert Auger, Clerk



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

Chief Administrative Officer - People & Culture

**To:** Mayor and Members of Council

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

**Date to Council:** September 12, 2023

**Report Number:** CAO-PC-2023-01

**Subject:** December Holiday Schedule 2024

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### **Recommendations**

It is recommended:

**That** CAO-PC-2023-01 entitled “December Holiday Schedule 2024” **be received;**

**And that** the Tecumseh Town Hall Offices **be closed** for the 2024 December Holiday Season from Tuesday, December 24<sup>th</sup> through to and including Wednesday, January 1, 2025.

### **Background**

Article 12.04 of the Collective Agreement between The Corporation of the Town of Tecumseh and CUPE 702.2 - Inside Full-time Staff (Collective Agreement) states that:

“If the Corporation intends to shut down its operations between Christmas and New Year’s, it shall advise the employees and the Union before May 1 of each year. In the event of such shutdown, the employees may choose to take non-holiday days as vacation, lieu time or unpaid leave.”

In prior years, Council has authorized the closing of the Tecumseh Town Hall Offices (Town Hall) from Christmas Eve through to and including New Year’s Day, subject to staff utilizing vacation, banked overtime, float, or unpaid leave days for any non-statutory holidays.

Approval of the 2024 December Holiday Schedule and Town Hall closure is being requested at this time to permit the 2024 Essex-Windsor Solid Waste Authority (EWSWA) Collection Calendar to include all holidays and the dates on which the Town Hall is closed. The EWSWA Calendar starts development in the fall of each year to be ready for distribution the following January.

## Comments

The following are paid holidays, in accordance with the Collective Agreement:

- Christmas Eve (Tuesday, December 24, 2024)
- Christmas Day (Wednesday, December 25, 2024)
- Boxing Day (Thursday, December 26, 2024)
- New Year's Eve (Tuesday, December 31, 2024) and
- New Year's Day (Wednesday, January 1, 2025).

Closing Town Hall during the Christmas Holiday Season in 2024 from Tuesday, December 24, 2024 to Wednesday, January 1, 2025, requires staff to utilize two (2) vacation, banked overtime, float or unpaid leave for this period of time\*.

The following table depicts the 2024/2025 Holidays and observance days that have been described.

### December 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
22	23 Office Open	24 <b>Christmas Eve Day</b>  Office Closed	25 <b>Christmas Day</b>  Office Closed	26 <b>Boxing Day</b>  Office Closed	27 <b>Paid Holiday*</b>	28  Office Closed
29 Office Closed	30 <b>Paid Holiday*</b>	31 <b>New Year's Eve Day</b> Office Closed				



## January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <b>New Year's Day</b>  Office Closed	2  Office Open	3  Office Open	4  Office Closed

Closing Town Hall during the Christmas and Holiday Season is appreciated by staff. Conflicts with vacation requests and schedules are also avoided.

Advance notice of Town Hall closure during the December Holiday Season is given to the public through advertisements in the local newspaper, posted on the Town's website and through Social Media (Facebook and Twitter), and at each of the Town Hall entrances, as well as in the EWSWA Collection Calendar.

The telephone system is programmed to inform residents who may call during the holidays of emergency contact numbers for road, sewer or water problems.

Payments on overdue taxes can be made by automatic debit, telephone banking, post-dated cheques or left in the mail slot.

Residents have not complained or expressed concerns regarding the Town Hall closure during the December Holiday Season in prior years.

## Consultations

CUPE Local 702

## Financial Implications

There are no financial implications arising from this report.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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

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



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

Development Services

**To:** Mayor and Members of Council

**From:** Brian Hillman, Director Development Services

**Date to Council:** September 12, 2023

**Report Number:** DS-2023-17

**Subject:** Tecumseh Transit Service (TTS)  
January to June 2023 Status Report  
OUR FILE: T03 TTS

---

### **Recommendations**

It is recommended:

**That** DS-2023-17 – Tecumseh Transit Service (TTS), January to June 2023 Status Report, **be received**.

### **Executive Summary**

This Report provides Council with an overview of ridership and revenue totals for the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2023 calendar year. The TTS has seen an increase in ridership since the re-introduction of the fixed-route service after the end of the On-Demand pilot project in 2022, however it continues to experience lower ridership and revenues when compared to pre-COVID-19 levels.

### **Background**

The Tecumseh Transit Service (TTS) is now mid-way into its fourteenth year of operation since it was introduced to the northerly urban area of the Town in December of 2009. The current TTS operates on a circuitous fixed-route with a one-hour headway

covering approximately 30 kilometres and 41 stops from Monday to Friday, with On-Demand being offered on Saturdays (see Attachment 1). The TTS's fixed-route was revised in June of 2023 after a public consultation process that resulted in the removal of various bus-stop locations, the addition of new bus-stop locations and the reduction in the frequency of the service to the Brighton loop.

The Town manages the service but contracts the operation and maintenance of the two Town-owned buses to First Student Canada (FSC).

The purpose of this Report is to provide Council with a ridership and revenue summary of the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2023 calendar year. The TTS continues to experience lower ridership and revenues when compared to pre-COVID-19 ridership levels but there has been an increase in ridership since the re-introduction of the fixed-route service after the On-Demand trial period from 2022.

## **Comments**

### **January to June 2023 Ridership Analysis**

The TTS experienced higher monthly daily average ridership in 2023 when compared against the On-Demand trial period months in 2022. It should be noted that January to March 2022 daily ridership were slightly higher as the TTS operated as a fixed-route during those months. 2022 On-demand monthly daily ridership levels were approximately 35-40 riders per day. Average monthly daily ridership levels in 2023 are greater than the daily average of the On-Demand period of the TTS in 2022. Monthly average daily ridership for the first six months of 2023 ranged from a high of 61 riders per day in April to a low of 44 riders per day in January (see Figure 1 below). While daily ridership has increased from 2022, it remains far below the 95 riders per day average for pre-COVID 19 levels from 2019.

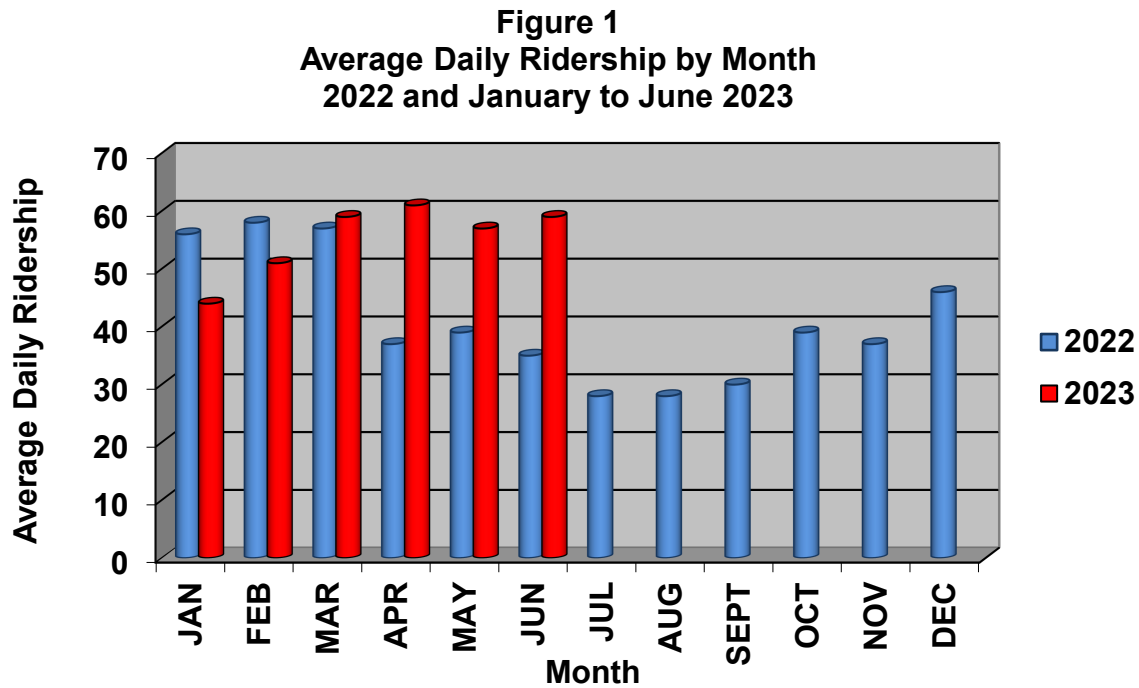
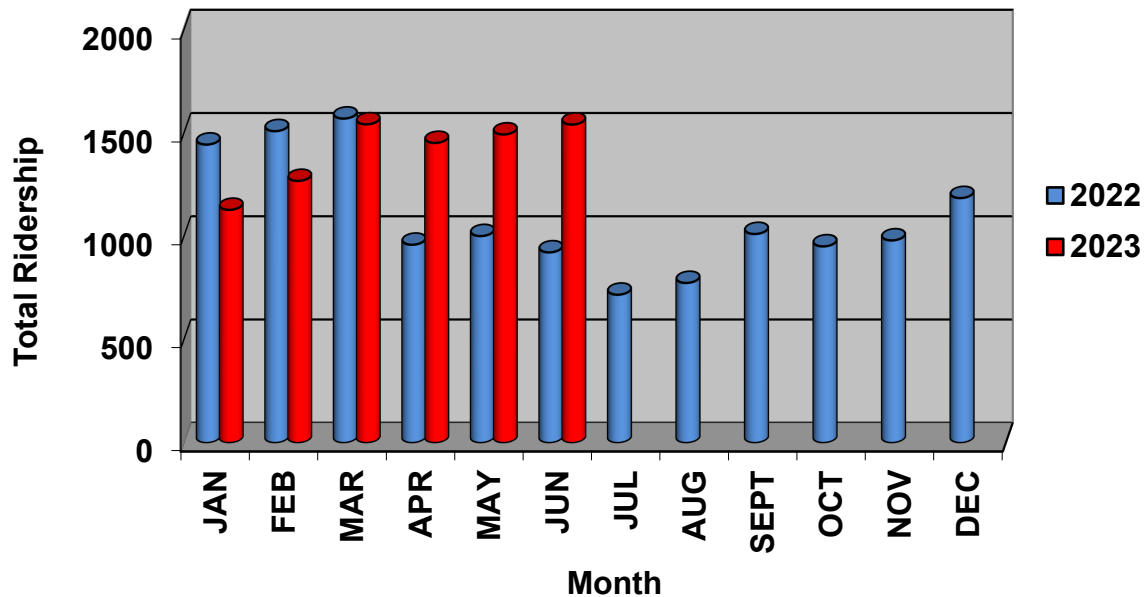


Figure 2 below illustrates total monthly ridership from January 2022 to the end of June 2023. Monthly ridership during this period exceeded the average monthly ridership during the 2022 On-Demand trial period of 914 monthly boardings. A high of 1,542 riders was achieved in March of 2023, with a low of 1,128 riders in January of 2023. Although monthly ridership is up from the 2022 On-Demand period, it is still lower than the pre-COVID 19 levels from 2019 which ranged from 1,997 to 2,639 per month.

**Figure 2**  
**Total Monthly Ridership**  
**2022 and January to June 2023**



Continuing the trend of all the past years of the TTS service, the most frequently used stops continued to be those that were the most popular pre-pandemic and during the On-Demand trial period. The bus stop at Tecumseh Mall continues to be the most popular stop/destination, followed by the bus stops immediately preceding the Tecumseh Mall stop on Southfield Drive, the Food Basic grocery store plaza on Manning Road and the Zehrs grocery store plaza on Manning Road.

As illustrated in Figure 3 below, the TTS was in highest demand during the early morning period of 7:00 a.m. to 9:00 a.m., accounting for 19.3% of the total ridership, and the afternoon peak period between 4:00 and 6:00 p.m., with this two-hour period accounting for 20.6% of the total ridership. Ridership levels were also relatively higher during the 2:00 p.m. to 3:00 p.m. hour, primarily due to student usage at the end of the school day. The lowest levels of ridership occurred during the first hour of the day and during the mid-day runs of the daily service between 10:00 a.m. to 2:00 p.m.

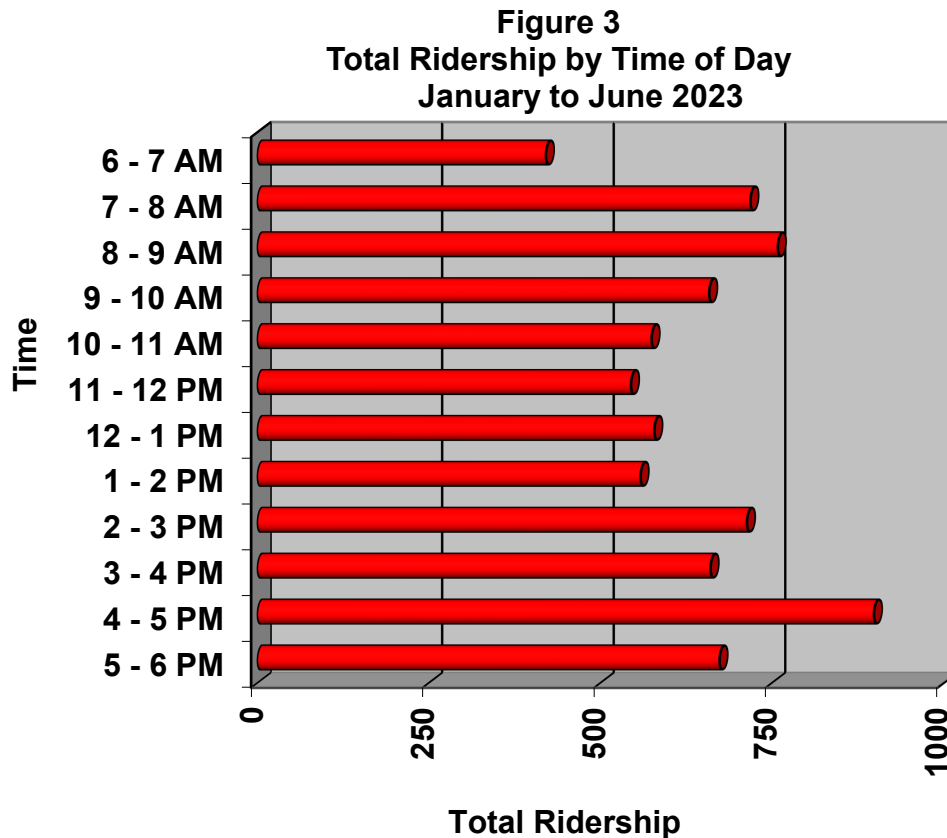
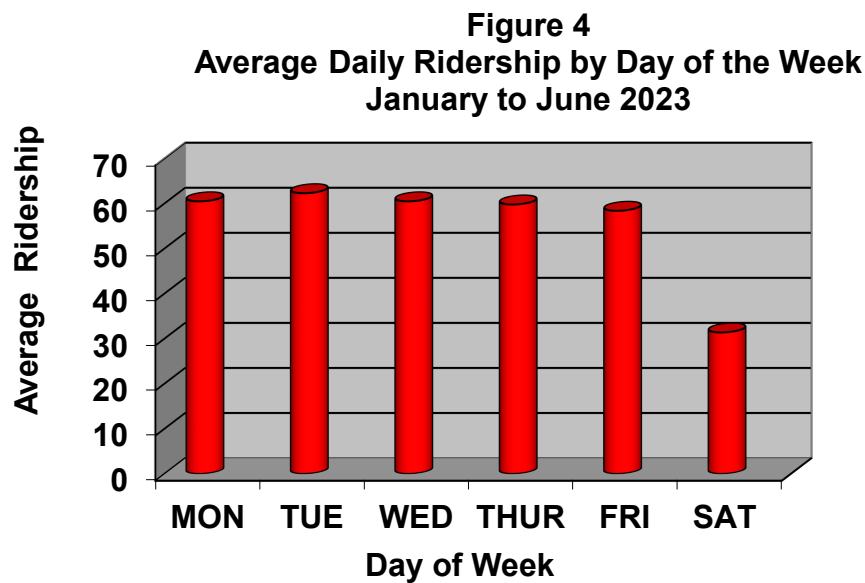


Figure 4 below illustrates that, except for Saturday, there does not seem to be any significant differentiation amongst the days of the week on which people are using the transit system. Lower ridership on the Saturday On-Demand service is attributed to fewer places of employment being open and schools being closed.



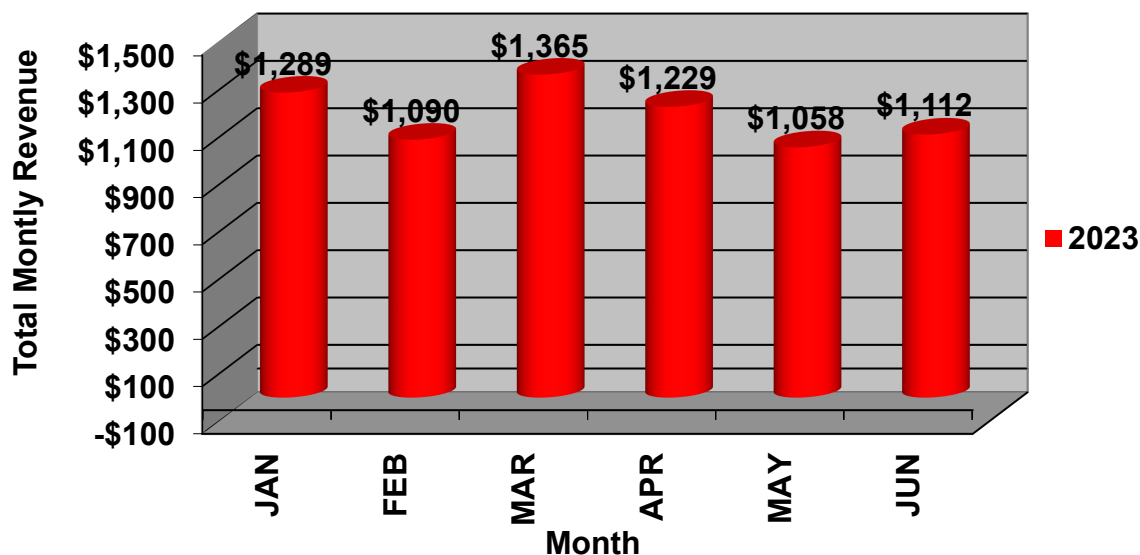


### January to June 2023 Ridership Revenue Analysis

Figure 5 provides a summary of the monthly total fare box revenues generated by the TTS from January 2023 to the end of June 2023. Total monthly fare box revenues for the first six months of 2023 were \$7,155. An additional \$1,655 was also generated through the sale of 30 bus passes for this period. Accordingly, the total revenue for the first six months of 2023 was \$8,810.

Of the 30 bus passes that were issued so far in 2023, 18 were sold to seniors, 10 were sold to adults and two were sold to students. Riders with bus passes are primarily Tecumseh residents that use the TTS daily and, in some instances, multiple times per day.

**Figure 5**  
**Total Monthly Fare Box Revenues**  
**January to June 2023**



There are both cash fare and non-cash fare options for passengers. Non-cash fares include the following categories:

- Transit Windsor transfer (at Tecumseh Mall only);
- Transit Windsor bus pass (at Tecumseh Mall only);
- TTS bus pass; or
- free riders (i.e. child under the age of five, blind persons, veterans and persons assisting a person with a disability)

Figure 6 below identifies the distribution of passengers based on category of fare payment.

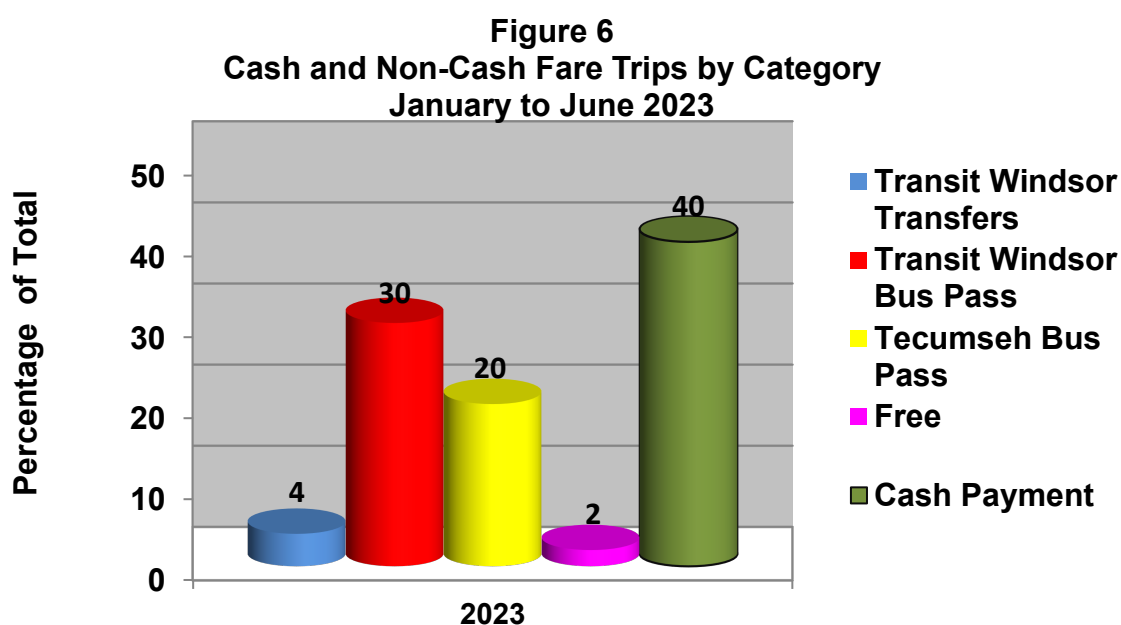
For the first six months of 2023, Transit Windsor transfers accounted for 4% of total trips and 7% of all non-cash fare trips. These trips are primarily Tecumseh residents who pay an outbound fare (to get to Tecumseh Mall), continue into Windsor by using the Transit Windsor system, then return to Tecumseh by using the aforementioned transfer stub.

Trips using a Transit Windsor bus pass, which accounted for 30% of total trips and 54% of non-cash fare trips, represent trips by those who board the bus at Tecumseh Mall from the Transit Windsor system and take the bus into Tecumseh. These riders then pay the required fare when returning to Tecumseh Mall on the outbound trip back into

the City of Windsor. These two boarding options continue to be valid only when boarding the bus at Tecumseh Mall.

The first six months of 2023 passengers using a TTS bus pass, accounted for 20% of total trips and 36% of all non-cash fare trips. These riders have purchased a monthly bus pass at the Town Municipal Office, which can be used at any transit stop in the system.

Free riders (children 5 and under, veterans, blind persons and riders accompanying a disabled rider) accounted for 2% of total trips compared to 3% of all non-cash fare trips.



## Summary

TTS ridership levels have increased since the re-introduction of the fixed-route service following the On-Demand model but continues to be below pre-pandemic levels. This situation is not unique to the TTS. According to the Canadian Urban Transportation Association (CUTA), the pandemic had a profound impact on public transit ridership in Canada, where it continues to recover and now stands at roughly 73 percent of pre-pandemic levels. Part of this reduction is due to shifts in travel behavior, such as the rise of hybrid work and increased ridership outside traditional weekday peak periods. Locally, TTS ridership is likely still adapting to the change in service delivery from the on-demand model to the current fixed route/on-demand hybrid model. Despite the lower ridership, relative to pre-pandemic levels, the TTS remains an essential service for many in the community.

## Consultations

First Student Canada

## Financial Implications

None.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Current TTS Fixed Route



## The Corporation of the Town of Tecumseh

Legislative & Clerk Services

**To:** Mayor and Members of Council

**From:** Robert Auger, Director Legislative Services & Clerk

**Date to Council:** September 12, 2023

**Report Number:** LCS-2023-22

**Subject:** Council Meetings in 2024

---

### Recommendations

It is recommended:

**That** the following Regular Council Meeting dates in 2024 **be cancelled:**

- June 11, 2024
- August 27, 2024
- December 24, 2024

**And that** notice of the Regular Council Meeting dates **be posted** to the Town's website and linked to the Town's social media platforms (Facebook, Instagram and Twitter).

### Background

The Council and Committee Meetings Calendar is prepared annually by the Legislative & Clerk Services Department. The Department also works in partnership with the Essex-Windsor Solid Waste Authority ("EWSWA") and the Technology & Client Services Department on the preparation of the annual EWSWA Collection Calendar.

The EWSWA Collection Calendar is a useful reference guide for Tecumseh residents for refuse, white goods, and organic collection dates, as well as recycling collection

days. The EWSWA Collection Calendar also contains the dates for the Regular Council Meetings, along with other Town events and activities.

The 2024 Council and Committee Meeting Calendar and the EWSWA Collection Calendar are currently being developed. This report outlines potential conflicts of Council Meetings with other municipal business, events, and activities and offers suggested resolutions to the noted conflicts. Resolution of these conflicts are proposed in this report to prepare accurate and complete calendars for the coming 2024 calendar year.

## **Comments**

### **Regular Council Meeting Dates**

Regular Council Meetings are held on the second and fourth Tuesday of each month in accordance with By-Law No. 2023-076 which governs the proceedings of Council and its Committees (Procedural By-Law). The Procedural By-Law also permits the alteration of these meetings and will be discussed later in this report.

Council has traditionally reduced the number of meetings held in the summer months of June and August by two (2) meeting dates. The meeting dates that are cancelled generally conflict with commitments to other municipal related business and/or events.

It has also been the practice to hold one meeting date in the month of December as the second meeting typically conflicts with holidays. In 2024, the second meeting date would be December 24, 2024, when the Town Hall offices will be closed.

Cancellation of the following Regular Council Meetings in 2024 would be consistent with cancelled meetings in prior years, due to conflicts with other municipal business, events/activities, and holidays:

- June 11, 2024
- August 27, 2024
- December 24, 2024

The draft 2024 Council Meeting Calendar is shown on Attachment 1.

### **Special Council Meetings**

Special Meetings of Council are held in public session for a specific purpose.

## Standing Committees

The Personnel Committee and the Policies and Priorities Committee meet at the call of the Chairperson.

## Notice

The *Municipal Act*, 2001 (the “Act”) requires a Council to adopt a Procedural By-Law to govern the calling, place, and proceedings of meeting and to provide for public notice of meetings. Section 4.3(b) of the Procedural By-law provides the following notice to be given for alteration of a meeting date:

“Notice of the alteration shall be posted on the Town’s website and/or declared at a prior meeting of Council and/or in accordance with the relevant provisions of the Act, as amended from time to time and/or any by-law by the Town specifying requirements for the giving of notice.”

While the Act does not provide for a specified notice to be given for the alteration of a Regular Council or Committee meeting, the Town’s Notice By-Law No. 2003-06 states:

“...reasonable notice in a form and in the manner and at the times that the Council considers adequate to give reasonable notice.”

Council has declared alterations to meeting dates and times at a Regular Council Meeting in advance of each calendar year. The public is informed of the Council meeting schedule on the Town’s website on the [calendar webpage](#), as well as through Town’s social media platforms Facebook, Instagram and Twitter.

The agendas and minutes of Regular Council Meetings contain the next meeting date and time.

Information about regular meeting dates of Council and its Committees is also contained in the EWSWA Collection Calendar, along with other special events taking place in the Town throughout the calendar year.

## Consultations

Chief Administrative Officer

## Financial Implications

There are no financial implications on the proposed changes to the 2024 Council Meeting Calendar.



## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

Kit Andreoff  
Administrative Assistant to Director Legislative Services & Clerk

Reviewed by:

Jennifer Alexander, MPA  
Deputy Clerk & Manager Legislative Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	2024 Council, Committee and Holiday Calendar

2024-2025 HOLIDAYS	
January 1	New Year's Day
February 19	Family Day
March 29	Good Friday
March 31	Easter Sunday
April 1	Easter Monday
May 17	Office Closed
May 20	Victoria Day
July 1	Canada Day
August 5	Civic Holiday
August 30	Office Closed
September 2	Labour Day
September 30	National Day of Truth & Reconciliation
October 14	Thanksgiving Day
November 11	Remembrance Day
December 24	Christmas Eve
December 25	Christmas Day
December 26	Boxing Day
December 27	Office Closed
December 30	Office Closed
December 31	New Year's Eve
January 1, 2025	New Year's Day

January						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
30						

September						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

COMMITTEE MEETINGS	
Business Improvement Area	3rd Wednesday Monthly
Committee of Adjustment	4th Monday, Monthly
Accessibility Advisory Committee	Quarterly
Police Services Board	Bi-Monthly

LINKS
<a href="#">Council Agenda and Minutes</a>
<a href="#">Appearing Before Council</a>

Regular Council Meeting	Holiday / Office Closed
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# ESSEXENERGY CORPORATION

YOUR TRUSTED PARTNER IN ENERGY TECHNOLOGY



# Town of Tecumseh – Generator Opportunity



- Tecumseh Arena
- Manning Pumping Station

# IESO Capacity Auction - Overview

Obligation Period	Months	Obligation Window	Window Hours
Summer	May 1 – October 31	12:00 – 21:00 EST	9
Winter	November 1 – April 30	16:00 – 21:00 EST	5

- Availability commitment is business days only (weekends and holidays excluded)
  - The previous program required 24/7 standby.
- Auction is held annually in early December.
- Participation may be for Summer, or Winter, or both.

# IESO Capacity Auction - Dispatches

- The IESO may direct a resource to perform up to two activation tests per Obligation Period.
- Test duration could be up to 4 consecutive hours.
- With a proven track record, subsequent tests are typically only 1 hour.
- Dispatches are performed remotely using EEC's automated controller.
- Tecumseh's generators remain integrated.
- The IESO uses CA generators for reliability during regional peaks.

# IESO Capacity Auction - Revenue

- IESO settles payment to participants monthly.
- EEC would in turn provide the Town of Tecumseh 50% of all net revenue, plus reimbursement for fuel consumed.
- Availability payment is earned regardless of dispatch.
- Energy payment is earned for dispatches.



# Essex Energy Corporation





## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

**From:** Phil Bartnik, Director Public Works & Engineering Services

**Date to Council:** September 12, 2023

**Report Number:** PWES-2023-62

**Subject:** IESO Market Participant for the Tecumseh Arena and Manning Road Storm Pump Station Generators

---

### Recommendations

It is recommended:

**That** Report PWES-2023-62 entitled IESO Market Participant for the Tecumseh Arena and Manning Road Storm Pump Station Generators **be received**;

**And that** By-Law 2023-093 **be considered for** 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 Essex Energy Corporation to include the Tecumseh Arena and Manning Road Storm Pump Station Generators in the IESO Capacity Auction;

**And further that** the Town's solicitor **provide reasonable notice** to Genset Resource Management Inc. (GenSet) of termination of the expired 2007 Standby Generator Operation and Maintenance Agreement, as contained within By-law 2007-34, and request removal of the Tecumseh Arena Generator from the IESO Operating Reserve Market.

### Background

The Town previously had two (2) generators within the IESO Operating Reserve Market through an agreement with Genset Resource Management Inc. (GenSet) that would allow for energy to be exported to the electrical distribution grid during periods of peak

usage. The Arena generator (at 1.0 MW) was in the program since 2007, and the Manning Road Storm Pump Station generator (at 0.8 MW) since 2013. Revenues from the past market participation have been equally divided between three parties: the Town of Tecumseh, GenSet, and Essex Energy Corporation (EEC).

The IESO Operating Reserve Market has seen an influx of resources in recent years which has increased competition and, as a result, the program is not as lucrative as it once was. GenSet has stopped participating in the program which has caused the Town's two generators to be removed from the IESO Operating Reserve Market.

## Comments

### IESO Capacity Auction

Through discussions with EEC there is another program called the IESO Capacity Auction which has allowed participation from generation resources since 2021. EEC is a registered Capacity Auction Participant and has been successfully participating in the program with the County of Essex's generators for the past few years.

The IESO Capacity Auction occurs once a year to acquire capacity resources for the Summer (May 1<sup>st</sup> to October 31<sup>st</sup>) and Winter (November 1<sup>st</sup> to April 30<sup>th</sup>) periods. There are two types of payments for the program, (i) the **Availability Payment**, which would be paid monthly regardless of whether the generator is dispatched; and (ii) the **Energy Payment** which is payment for energy that is dispatched and exported to the grid.

EEC has presented the Town with an agreement to utilize the Arena and Manning Road Storm Pump Station generators in the IESO Capacity Auction program with the revenues being split 50/50. This agreement, if executed, would allow for the Town's generators to be transferred from GenSet to EEC with regards to the IESO Registration, thus avoiding de-registration.

Key differences between the IESO Operating Reserve Market and the IESO Capacity Auction Agreements would be:

- EEC would be the IESO Registered Market Participant, Owner and Operator;
- EEC will be responsible for the Metering Service Provider (MSP) Metering costs;
- The Town will be responsible for generator maintenance;
- EEC will be responsible reimbursement of fuel consumed for market dispatch;
- Revenue earned by the resources will be split 50/50 between the Town and EEC;

- The generators are only obligated to be available on business days (Summer 12:00-21:00 EST, Winter 16:00-21:00 EST). Previously they were on standby 24/7 in the IESO Operating Reserve program.

### **Standby Generator Operation and Maintenance Agreement (By-law 2007-34)**

The Town solicitor has reviewed By-law 2007-34 and the Standby Generator Operation and Maintenance Agreement. The Agreement expired in 2012 and does not contain an 'auto-renew' clause. However, both the Town and GenSet have treated the contract as continuing up until recently, notwithstanding the term expiring.

Although the Town's generators have already been removed from the IESO Operating Reserve program (by GenSet), it is recommended that the Town give reasonable notice, in the form and manner specified in the agreement, that the Town no longer intends to follow the original terms of the expired Agreement; and provide notice for GenSet to remove its equipment.

### **Consultations**

Financial Services  
Legislative Services & Clerk  
Essex Energy Corporation  
Essex Power Corporation

### **Financial Implications**

With both the Arena and Manning Road Storm Pump Station generators previously exporting electricity back to the electrical distribution grid, there would be no upfront or capital costs to the Town as part of entering the IESO Capacity Auction program.

EEC has provided historical Capacity Auction Clearing Prices, as depicted below.

<b>West Zone – Capacity Auction Clearing Price (\$/MW – day)</b>		
<b>Auction Year</b>	<b>Summer (May 1 to Oct 31)</b>	<b>Winter (Nov 1 to Apr 30)</b>
2019	\$ 160.64	\$ 114.35
2020	\$ 197.58	\$ 0.00
2021	\$ 264.99	\$ 60.00
2022	\$ 313.79	\$ 130.78

In the Winter of 2020, the Clearing Price was \$0 as it was significantly impacted by the COVID-19 pandemic. However, the trends for both Summer and Winter over the four-year period has shown a continued increase.

The IESO Capacity Auction program allows for revenues to be achieved through Availability Payment and Energy Payment. Energy Payments would vary throughout the year and would be based on energy that is dispatched and exported back to the grid. The average runtime for the County of Essex's Sun Parlour and Civic Centre generators is approximately 4 hours (Summer Period) and 1.5 hours (Winter Period), with an average dispatch duration of 16 and 10 minutes respectively.

The below table depicts the Availability Payment if the Town was participating in the IESO Capacity Auction today. The revenue depicted below would then be split 50/50 between the Town and ECC.

<b>Availability Payment (2022-2023)</b>				
<b>Period</b>	<b># of Business Days</b>	<b>Generator Capacity (MW)</b>	<b>Clearing Price (\$/MW/d)</b>	<b>Period Gross Availability Revenue</b>
Summer	126	1.8	\$ 313.79	\$ 71,167.57
Winter	125	1.8	\$ 130.78	\$ 29,425.50
<b>Annual Total Revenue:</b>				<b>\$ 100,593.07</b>

## Link to Strategic Priorities

<b>Applicable</b>	<b>2023-2026 Strategic Priorities</b>
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



# **Regional Waste Management Initiative**

**Project Update & Endorsement of  
County By-law 2023-40**





# Background

- Report PWES-2023-23 “Food, Organics and Biosolids Waste Management Update & Regional Waste Management Proposal” was presented to Council on March 14, 2023.
- Resolution RCM-56/23:
  - ***And that Council endorse the concept of a regional approach to waste management and direct Administration to report back at a future Council meeting with additional information on a regional waste management program, including the County’s by-law and the logistics of uploading the waste management service.***



# Background

- **July 19 2023 County Council**

- Update provided on the regional waste management program and the logistics of uploading the service.
- County Council raised concerns on how the charge basis would be structured (i.e. general levy, user fee model, a hybrid combination).

- **August 16, 2023 County Council**

- Additional update and necessary information was provided.
- County Council passed By-law 2023-40 which initiated the process to collect/deliver waste to a regional service.



# Background

- County Council passing By-law 2023-40 only starts the process.
- Section 189(2) of the *Municipal Act*, requires that at least 4 of the 7 local municipalities, comprising at least 50% of the electors in the County pass resolutions in support of the County's By-law before the service is uploaded.



# EWSWA Waste Collection Review – EXP Services Inc.

- EXP Services Inc. was retained to assist in the review of broad waste collection. Their final report was provided to the EWSWA Board on July 12<sup>th</sup> and County Council on July 19<sup>th</sup>.
- Their report identified several conclusions and recommendations:
  - Every Other Week (EOW) garbage collection as a best practice to support waste diversion (recyclables/organics) and for potential savings.
  - Clear bag garbage policies have been shown to be effective at diverting recyclables and organics across Ontario.
  - Organic Waste program should be for urban and rural areas. Better positions the County when the proposed provincial landfill ban on organics is implemented (anticipated 2030).
  - Regionalization of waste collection services is an accepted practice across Ontario.



# Level of Service

- Initial transfer of waste collection to the County would see existing level of service be maintained for a time.
- Ultimately, a future standardized residential service would be determined.
- The Regional Waste Working Group (comprised of representatives from each municipality) is currently recommending that a future standardized service level would include:
  - Every Other Week garbage collection
  - Maintaining bulk/large item collection
  - Weekly organic collection
  - Bi-weekly leaf/yard waste collection
  - Monthly white good pick-up



# Proposed Funding Model

- Financial impacts to the local municipalities will depend on the funding model that is agreed upon and implemented.
- Expected cost savings and administrative efficiencies with regional collection.
- A **Hybrid funding model** was proposed by the County CAO/Treasurer to the municipal CAOs and Regional Waste Working Group.
- Factors that were considered as part of the Hybrid funding model:
  - Existing contract pricing
  - Existing service levels
  - Subsidization concerns
  - Existing catchment areas
  - Authority and decision-making



# Proposed Funding Model

- The Hybrid funding model would account for tonnage, households and population data for each local municipality.
- Hybrid funding model would prove to be more transparent for the use of regional waste service.
- When calculating the County Annual Tax Rate, two tax rate calculations would be made:
  - **County Services** (not including waste services) – calculated as normal based on global weighted assessment
  - **County Waste Services** – calculated as a separate special area rate establishes a tax rate by the local municipality for only its share of the regional cost based on its own tonnage/households in relation to only its weighted assessment.



# Proposed Funding Model

- A homeowner would then see four tax rates on their bill:
  - Local Municipal Rate
  - County General Levy Rate
  - County Waste Levy Rate
  - Education Rate
- Tecumseh Administration is in favour of proceeding with the Hybrid funding model as proposed by the County's CAO/Treasurer.





# Recommendations

- It is recommended:
  - **That** report PWES-2023-57 titled “Regional Waste Management Initiative, Project Update & Endorsement of County By-law 2023-40”, **be received**;
  - **And that** Council support and **endorse** County of Essex By-law 2023-40, being a by-law to transfer all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex, to the County, pursuant to the provisions of Sections 189 and 190 of the *Municipal Act, 2021, S.O. 2001, c.25, as amended*;
  - **And further that** Council accordingly **give consideration to** the first, second, third and final reading of By-law 2023-92, being a by-law to approve County of Essex By-law 2023-40.





## 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:** September 12, 2023

**Report Number:** PWES-2023-57

**Subject:** Regional Waste Management Initiative  
Project Update & Endorsement of County By-law 2023-40

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### Recommendations

It is recommended:

**That** report PWES-2023-57 titled “Regional Waste Management Initiative, Project Update & Endorsement of County By-law 2023-40”, **be received**;

**And that** Council **support and endorse** County of Essex By-law 2023-40, being a by-law to transfer all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex, to the County, pursuant to the provisions of Sections 189 and 190 of the *Municipal Act, 2021, S.O. 2001, c.25, as amended*;

**And further that** Council accordingly **give consideration to** the first, second, third and final reading of By-law 2023-92, being a by-law to approve County of Essex By-law 2023-40.

### Background

At the March 14, 2023 Regular Council Meeting, Public Works & Engineering Services Report [PWES-2023-23](#) titled “Food, Organics and Biosolids Waste Management Update & Regional Waste Management Proposal” provided an update to Council on the progress of the Food and Organic Waste Management Plan for Essex-Windsor

municipalities. Representatives from Essex-Windsor Solid Waste Authority (EWSWA) and the County of Essex were also in attendance and made a [Presentation](#) to Council that summarized the Regional Waste Management Proposal.

Council passed the following resolution at the March 14, 2023, Regular Council Meeting (Motion: RCM-56/23):

**That** Report PWES-2023-23 Food, Organics and Biosolids Waste Management Update and Regional Waste Management Proposal, **be received**;

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

At the April 19, 2023 Essex County Council meeting, Resolution 085-2023 was passed, in which County Council:

- 1) Reconfirmed its commitment to exploring a regional approach to both organic waste and traditional waste collection; and
- 2) Directed County Administration to report back at a future meeting of County Council with any further feedback received from local municipalities and to present the necessary By-law to upload the collection of waste to the County.

## Comments

An update on the regional waste management program and the logistics of uploading the waste management service was provided to County Council at its regular meeting on July 19, 2023 through [Report # 2023-0719-LCS-R11-DMS](#). At this meeting, County Council raised concerns on how the charge basis would be structured (i.e. general levy, user fee model, a hybrid combination).

On August 16, 2023 an additional update to County Council was provided with the necessary information to discuss and vote on a By-law to upload the collection and delivery of waste from the local municipalities to the County ([Report # 2023-0816-LCS-R12-DMS](#)).

County Council then initiated the process to collect and deliver waste to a regional service by passing By-law Number 2023-40, being a by-law to transfer to the County all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex, pursuant to

the provisions of Sections 189 and 190 of the Municipal Act, 2021, S.O. 2001, c.25, as amended.

However, County Council passing the By-law does not in and of itself upload the service from the local municipalities to the County. It only starts the process. Section 189(2) of the *Municipal Act, 2021*, requires that at least four (4) of the seven (7) local municipalities, comprising at least 50% of the electors in the County pass resolutions in support of the County's By-law before the service is uploaded.

### **EWSWA Waste Collection Review – EXP Services Inc.**

EWSWA had retained Exp Services Inc. (EXP) to assist in the review of broad waste collection. The final EXP report was provided to the EWSWA Board on July 12, 2023, and to County Council on July 19, 2023. The report identified several conclusions and recommendations, including but not limited to:

- Municipalities in Ontario have enacted Every Other Week (EOW) garbage collection as a best practice to support waste diversion to Source Separate Organic Waste (SSO) programs.
- EOW garbage collection may provide potential garbage collection cost savings.
- Clear bag garbage policies have been shown to be effective at diverting SSO and Blue Box material from the garbage stream and is becoming more common in municipalities across Ontario.
- Implementation of a County wide SSO program should be done through both urban and rural areas. This provides equitable service delivery and better positions the County for when the proposed provincial landfill ban on SSO is implemented (anticipated to be in effect in 2030).
- Regionalization of waste collection services is an accepted practice and is well established in Ontario.

### **Level of Service**

The initial transfer of authority for waste collection to the County would afford an element of local municipal influence in that existing service levels would be maintained as outlined in existing contracts for a time.

Ultimately, the County, as the authority for the service, would move toward a future 'standardized' residential service level. The Regional Waste Working Group, comprised of representatives from each of the local municipalities, is currently recommending that a future standardized service level would include:

- EOW garbage collection (changed from weekly to accommodate weekly organic collection);
- Maintaining bulk/large item collection;
- Weekly organic collection (new, enhanced service level);
- Bi-weekly leaf/yard waste collection (from April to November);
- Monthly White Good pick-up.

The Regional Waste Working Group also recognizes education and transition time will be critical to onboarding residents and achieving engagement. The most efficient way to manage the change is at the regional level.

## Proposed Funding Model

The financial impacts to the local municipalities will depend on the funding model that is ultimately agreed to and implemented. It is expected that there will be cost savings and administrative efficiencies that will benefit all local municipalities by going to market as a larger group and by managing the collection of waste in a coordinated fashion on a regional basis.

There have been questions on how the charge basis would be structured (i.e. general levy, user fee model, or a hybrid combination). A hybrid funding model was proposed by the County CAO/Director Financial Services/Treasurer to the local municipal CAO's, Treasurers and the Regional Waste Working Group. The aim of the hybrid funding model was to recognize differing viewpoints on how local municipalities should contribute to the cost of a regional service. Factors that were considered include: (i) existing contract pricing, (ii) existing service levels, (iii) subsidization concerns, (iv) existing catchment areas, and (v) authority and decision-making.

The hybrid funding model would account for the tonnage, households and population data for each local municipality. It would also be more transparent for the use of the regional waste service. EWSWA would bill the County based on its existing billing model and provide sufficient detail to identify the tonnage for each local municipality's tonnage and population. When calculating the County Annual Tax Rate, two tax rate calculations would be made:

- 1) **County Services** (not including waste services) – calculated as normal based on global weighted assessment.
- 2) **County Waste Services** – calculated as a separate special area rate that establishes a tax rate by the local municipality for only its share of the regional cost based on its own tonnage/households in relation to only its weighted assessment (not the share of global weighted assessment).

A homeowner would then see four (4) tax rates on their bill:

- i) Local Municipal Rate

- ii) County General Levy Rate
- iii) County Waste Levy Rate
- iv) Education Rate

## Consultations

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

## Financial Implications

There will be financial impact eventually with uploading the collection and delivery of waste from the local municipalities to the County, in particular considering the new service of organic waste collection and delivery. However, as discussed in the previous section 'Proposed Funding Model', it will depend on the funding model that is ultimately selected. The hybrid funding model, proposed by the County CAO/Director Financial Services/Treasurer, addresses the factors of consideration and would take into account the tonnage, households and population data for each municipality. Tecumseh Administration is in favour of proceeding with the hybrid funding model.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	County of Essex By-law 2023-40





## **The Corporation of the County of Essex**

### **By-Law Number 2023-40**

**A By-law to transfer all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex, pursuant to the provisions of Sections 189 and 190 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.**

Whereas, on or about September 19, 1990, pursuant to the provisions of Section 209(a) of the Municipal Act, R.S.O. 1980, c. 302, by way of By-law No. 2847 all waste management functions, except the collection of waste, the delivery of waste, and the treatment of sewage sludge, were transferred from the lower-tier municipalities of the County of Essex to the upper-tier County of Essex;

And whereas Section 188 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that both "lower-tier power" and "upper-tier power" means a power that may be exercised, among other things, with respect to "waste management";

And whereas Section 189 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that "[a]n upper-tier municipality may pass a by-law to provide for, (a) the transfer of all or part of a lower-tier power to the upper-tier municipality from one or more of its lower-tier municipalities which are specified in the by-law; and (b) transitional matters to facilitate the assumption of the lower-tier power";

And whereas Council for the Corporation of the County of Essex deems it expedient to transfer the powers of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste to the County of Essex;

And whereas this By-law Number 2023-40 is related to By-law No. 2847 (a copy of which is appended hereto as Schedule "A"), By-law No. 2866 (a copy of which is appended hereto as Schedule "B"), By-law No.

## By-Law Number 2023-40

Page 2

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3201-95 (a copy of which is appended hereto as Schedule "C"), and By-law No. 3272-97 (a copy of which is appended hereto as Schedule "D").

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) Section 3(c) of By-law No. 2847 be and is hereby repealed, but with all other provisions of By-law No. 2847 remaining in full force and effect;
- 2) The Corporation of the County of Essex hereby assumes all powers and transfers all powers from its lower-tier municipalities with respect to the collection of waste and the delivery of such waste;
- 3) Nothing in this **By-law Number 2023-40** shall be deemed to include the storage, processing, and/or treatment of sewage sludge, which power is expressly preserved for the lower-tier municipalities of the County of Essex;
- 4) This **By-law Number 2023-40** shall come into force and take effect after:
  - (i) the final passing of this **By-law 2023-40** by Council for the Corporation of the County of Essex; and
  - (ii) a majority of the councils of the lower-tier municipalities forming part of the County of Essex for municipal purposes have passed resolutions giving their consent to this **By-law Number 2023-40**, with the total number of electors in the lower-tier municipalities that have passed resolutions giving their consent to this **By-law Number 2023-40** forming a majority of all electors in the County of Essex.
- 5) Following this **By-law Number 2023-40** coming into force and taking effect:
  - (i) the Corporation of the County of Essex may exercise the transferred lower-tier power specified in this **By-law number 2023-40**;
  - (ii) the lower-tier municipalities of the County of Essex are bound by the **By-law Number 2023-40** and no longer have the power to exercise the transferred lower-tier power;

- (iii) any existing by-law or resolution of a lower-tier municipality that relates to the transferred lower-tier power specified in this **By-law 2023-40** shall, to the extent it applies in any part of the affected lower-tier municipality, be deemed to be a By-law or resolution of the County of Essex; and
  - (iv) iv. any existing by-law or resolution referred to in clause iii. above shall remain in force in the affected lower-tier municipality, or the affected part of the said lower-tier municipality, until the earlier of:
    - a) two years after this **By-law Number 2023-40** comes into force; and
    - b) the day the existing lower tier by-law or resolution is repealed by the County of Essex.
- 6) Further, following this **By-law Number 2023-40** coming into force and taking effect, the County of Essex may continue anything that any of its lower-tier municipalities began under the transferred lower-tier power specified by this **By-law Number 2023-40** but did not complete.
- 7) Further, following this **By-law Number 2023-40** coming into force and taking effect, no lower-tier municipality of the County of Essex may exercise any power related to the collection of waste and the delivery of such waste, without the consent of the Corporation of the County of Essex, which consent may be provided by the Corporation of the County of Essex on such terms and conditions as may be deemed expedient during the transition of the power of collection of waste and the delivery of such waste from the lower-tier municipalities of the County of Essex to the Corporation of the County of Essex.
- 8) Council for the Corporation of the County of Essex specifically authorize the Warden and Clerk of the Corporation of the County of Essex to execute such further and other documents as may be required to give effect to this **By-law Number 2023-40**, including, but not limited to, for the assignment of contracts related to the collection of waste and the delivery of such waste from the lower-tier municipalities to the Corporation of the County of Essex.

**Read a first, second and third time and Finally Passed this Sixteenth day of August, 2023.**

---

Hilda MacDonald, Warden

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Mary S. Birch, Clerk

**Clerk's Certificate**

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-40** passed by the Council of the said Corporation on this **Sixteenth day of August, 2023.**

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Mary S. Birch, Clerk  
Corporation of the County of Essex



Schedule "A"

THE CORPORATION OF THE COUNTY OF ESSEX

BY-LAW NO. 2847

*See By-law 3272-97*

IN THE MATTER of a by-law to empower the County to prepare and adopt a waste management plan and to assume selected waste management powers now vested with the local municipalities in the County of Essex.

*209. ... 2847 ... 17/90*

WHEREAS Section 290a of the Municipal Act, R.S.O. 1980 Chapter 302, authorizes a County to pass by-laws to adopts a waste management plan and to assume any and all of the waste management powers of the local municipalities forming part of the County for municipal purposes;

AND WHEREAS the Council of the County may enter into an agreement with any person or municipality for operating or managing any waste mangement service or facility;

AND WHEREAS it is deemed expedient for The Corporation of the County of Essex to assume selected waste management powers and to adopt a waste management plan;

AND WHEREAS The Corporation of the County of Essex and various municipalities have entered into agreements for the care, control and operation of Landfills Sites Number 1, 2 and 3 in the County of Essex;

NOW THEREFORE the Council of The Corporation of the County of Essex enacts as follows:

1. In this by-law:

"waste management plan" means a document adopted by the council of a county containing objectives and policies related to waste management powers and which may contain a description of the measures and procedures proposed to attain the objectives of the plan;

2. The Council of The Corporation of the County of Essex is hereby empowered to prepare and adopt a waste management plan.

3. The Corporation of the County of Essex hereby assumes the following waste management powers from all local municipalities forming part of The Corporation of the County of Essex for municipal purposes;

(a) effective October 1, 1990 all powers related to the storage, processing (including composting), transfer, incineration, reduction, re-use, recovery and recycling (including collection of recyclable material) of waste, except sewage sludge;

(b) effective November 1, 1990 power over the disposal of waste at existing Landfill Sites 1, 2, and 3 and any future Landfill Sites.

(c) nothing herein shall be deemed to include the collection of waste in any municipality in the County of Essex or the delivery of such waste.

4. The Corporation of the County of Essex hereby adopts, ratifies, confirms and assumes all responsibilities and obligations of the said local municipalities in those agreements more particularly set forth in Schedule "A" to this By-law and also any other agreements that relate to the care, maintenance and operation of the said Landfills;
5. The waste management plan provided for in Section 2 herein shall not be adopted until notice of the proposed plan containing all necessary information is given in the manner and to the persons and agencies prescribed.
6. No municipality and no person, after the effective date of this by-law shall provide services or facilities for the collection of recyclables, removal, disposal, treatment, storage, processing, transfer, reduction reuse, recovery or recycling of waste, except sewage sludge, within the Corporation of the County of Essex without the consent of the Council of that County, which consent may be given upon such terms and conditions, including the payment of compensation as may be agreed upon.
7. Any capital trust funds or perpetual care trust funds established by any of the Landfills referred to in this by-law shall be retained by the municipalities responsible for the establishment of such trust funds. Any current operation funds held by Landfills Number 1 and Number 3 shall be transferred to the County of Essex as of November 1, 1990 and such funds held by Landfill Number 2 shall be transferred to the County of Essex as of January 1, 1991. These funds shall be used by the County for the operation of the respective Landfills.
8. Those assets listed in Schedule "B" attached hereto and forming a part of this by-law for each of the said Landfills shall be retained by the County of Essex and used for the operation in such Landfills. At the time of closing of each Landfill the assets so listed shall be valued and be divided among the participating municipalities of such Landfill on the basis of the tonnage depositing in that Landfill by each municipality in relation to the total tonnage deposited therein.
9. This By-law shall be in full force and effect upon the final passing thereof by at least two-thirds of all of the votes on County Council of which at least one vote is cast in favour of this By-law by the majority of the local municipalities forming part of the County for municipal purposes.

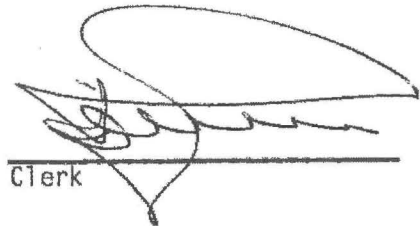
Page 3  
By-law 2847

READ a first and second time and FINALLY PASSED this 19th day of  
September, 1990.

1st reading - September 19, 1990.  
2nd reading - September 19, 1990.  
3rd reading - September 19, 1990.

A handwritten signature in dark ink, consisting of a large, stylized 'W' followed by a horizontal line and a loop.

Warden

A handwritten signature in dark ink, featuring a large, sweeping 'C' followed by a horizontal line and a loop.

Clerk

SCHEDULE "A"

BY-LAW #2847

AGREEMENTS ASSUMED BY THE COUNTY OF ESSEX  
FOR LANDFILL SITES 1, 2 AND 3

Landfill Site Number 1

1. Landfill Operations Agreement - December 30, 1969 - between 9 member municipalities and the County of Essex.
2. Compensation Agreement - April 1990, between 9 member municipalities and the County of Essex.

Landfill Site Number 2

1. Landfill Operations Agreement - December 20, 1989 - between 5 member municipalities and the County of Essex.
2. Landfill Lease Agreement - December 20, 1989 - between 5 member municipalities and the County of Essex.
3. Sanitary Landfill Operations Contract - January 1, 1990 to December 31, 1994 - between 5 member municipalities, Board of Management of Landfill Site Number 2, and Countryside Farms Limited.
4. Leachate Hauling Contract - March 1, 1990 to February 29, 1991 - between Board of Management of Landfill Site Number 2 and Jarsno Equipment Ltd.
5. Agreement to undertake a study on the removal of specific leachate constituents - March 29, 1990 with work to be completed in October 1990 - between Board of Management of Landfill Site Number 2 and Proctor & Redfern Limited.
6. Supply of cover material contract - January 1, 1989 to December 31, 1991 - between Board of Management of Landfill Site Number 2 and Ridge Sand & Gravel Ltd.
7. Supply of Disposal Containers - June 1, 1990 to May 31, 1991 - between Board of Management of Landfill Site Number 2 and C & S Trucking Ltd.
8. Ground and Surface Water Monitoring - May 1, 1990 to December 31, 1994 - between Board of Mangement of Landfill Site Number 2 and Groundwater Technology Inc.
9. Perpetual Care Agreement - May 28, 1987.



SCHEDULE "A"  
cont'd

Landfill Site Number 3

1. Landfill Operations Agreement - 1972 - between 9 member municipalities and the County of Essex.
2. Perpetual Care Agreement.

SCHEDULE "B"

BY-LAW #2847

ASSETS OF LANDFILL SITES 1, 2 AND 3

List of Assets - Essex County Landfill Sites

Landfill Site No. 1

- 1- 40 foot truck scale
- 1- Scale House
- 1- Electronic Weigh Scale System

Landfill Site No. 2

- 1- 40 foot truck scale
- 1- Scale House
- 1- Electric Weigh Scale System
- 1- 8 x 10 foot tool shed

Miscellaneous tools including lawn mower, wheel barrow, and assorted hand tools.

Landfill Site No. 3

- 1- 80 foot truck scale
- 1- Scale House
- 1- Electric Weigh Scale System
- 1- 40 x 80 foot maintenance building - pole barn structure
- 1- 1986 Ford Ranger pickup truck
- 1- 1986 Ford Ranger 4 wheel drive crew cab pickup truck
- 1- 1990 Chevy pickup truck
- 1- 1990 John Deere Model 125 flail power
- 1- Lawnboy model YT16 yard tractor
- 1- 18 foot trailer
- 1- Sokkisha model total station survey system
- 6- portable hand held radio units
- Miscellaneous office furniture

Miscellaneous office equipment, including Cannon photocopier, Xerox PC and printer

Miscellaneous tools including lawn mower, wheel barrow, ladders hand tools, weed eater, etc.

Miscellaneous monitoring equipment, including conductivity meter, Ph meter, etc.



## Corporation of the County of Essex

*Office of the County Administrator*

*John H. Curran*  
Administrator

### CLERK'S CERTIFICATE

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-law Number 2847 passed by the Council of the said Corporation on the 19th day of September, A.D. 1990.

A handwritten signature of John H. Curran is written over a horizontal line. The signature is in cursive and appears to read "John H. Curran".

John H. Curran, Clerk  
Corporation of the County of Essex

Schedule "B"

THE CORPORATION OF THE COUNTY OF ESSEX

BY-LAW NO. 2866

*See By-law  
3201-95*

A By-law to amend the By-law Number 2847 passed on  
the 19th day of September, 1990


WHEREAS The Corporation of the County of Essex has passed a by-law  
relating to waste management on September 19, 1990;

NOW THEREFORE the Council of the Corporation of the County of Essex enacts  
as follows:

1. That the first paragraph of By-law #2847 of the Corporation of the  
County of Essex, passed on September 19, 1990, which reads "Whereas  
Section 290a of the Municipal Act R.S.O. 1980 Chapter 302, authorizes  
the County to pass a by-law to adopt a waste mangement plan and to  
assume any and all of the waste management powers of the local  
municipalities forming part of the County for municipal purposes;" be  
amended by changing the number of the section of the Municipal Act  
from 290a to read 209a.
2. This by-law shall come into force and effect on the 17th day of  
October, 1990.

Read a first and second time and FINALLY PASSED this 17th day of  
October, 1990.

1st reading -	October 17 1990
2nd reading -	October 17 1990
3rd reading -	October 17 1990

  
\_\_\_\_\_  
Warden

  
\_\_\_\_\_  
Clerk



**Corporation of the County of Essex**  
*Office of the County Administrator*

*John H. Curran*  
Administrator

**CLERK'S CERTIFICATE**

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-law Number 2866 passed by the Council of the said Corporation on the 17th day of October, A.D. 1990.

A handwritten signature of John H. Curran, written in ink, positioned above a horizontal line.

John H. Curran, Clerk  
Corporation of the County of Essex

THE CORPORATION OF THE COUNTY OF ESSEX

BY-LAW NUMBER 3201-95

A BY-LAW TO AMEND BY-LAW NUMBER 2847, PASSED ON  
THE 19TH DAY OF SEPTEMBER, 1990.

WHEREAS The Corporation of the County of Essex has passed a By-law on September 19th, 1990 to empower the County to prepare and adopt a Waste Management Plan and to assume selected Waste Management Powers now vested with the local municipalities in the County of Essex;

AND WHEREAS by that by-law the County enacted that no person or municipality is to provide services or facilities for the collection of recyclables, removal, disposal, treatment, storage, processing, transfer, reduction, reuse, recovery or recycling of waste, except sewage sludge, within the County of Essex, without the consent of the Council of that County;

AND WHEREAS The Corporation of the County of Essex wishes to enforce this provision of the said by-law by imposition of a fine for contravention of the said by-law;

AND WHEREAS pursuant to The Municipal Act, R.S.O. 1990, c.M. 45, Section 320, municipalities are given authority to impose fines for the contravention of by-laws;

NOW THEREFORE The Council of the Corporation of the County of Essex enacts as follows:

1. That the By-law No. 2847 is to be amended by adding to it a new paragraph to be cited after paragraph 9 of the said by-law, to state as follows:

*"Any person who contravenes any provision of this by-law or any part thereof, shall upon conviction, be liable to a penalty not to exceed \$5,000.00 exclusive of costs, such penalty to be recoverable under the provisions of the Provincial Offences Act, R.S.O. 1990, c.P. 33."*

2. This by-law shall come into force and effect on the final passing thereof.

Read a first and second time and FINALLY PASSED this 18th  
day of October, 1995.

Page 2  
By-law #3201-95


1st reading - October 18 /95  
2nd reading - October 18 /95  
3rd reading - October 18 /95

  
\_\_\_\_\_  
WARDEN

  
\_\_\_\_\_  
CLERK

CLERK'S CERTIFICATE

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-law Number 3201-95 passed by the Council of the said Corporation on the 18th day of October, A.D. 1995.

  
\_\_\_\_\_  
John H. Curran, Clerk  
Corporation of the County of Essex



**Corporation of the County of Essex**  
*Office of the County Administrator*

*John H. Curran*  
Administrator

**CLERK'S CERTIFICATE**

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-law Number 3201-95 passed by the Council of the said Corporation on the 18th day of October, A.D. 1995.

A handwritten signature in black ink, appearing to read "John H. Curran", written over a horizontal line.

John H. Curran, Clerk  
Corporation of the County of Essex



Schedule "D"

1

THE CORPORATION OF THE COUNTY OF ESSEX

BY-LAW NUMBER 3272-97

A BY-LAW TO AMEND BY-LAW 2847.

WHEREAS, under authority of The Municipal Act, Chapter 45, Section 209 (10), R.S.O. 1990, the Corporation of the County of Essex has an exclusive jurisdiction and has assumed the powers described therein as they pertain to waste disposal,


AND WHEREAS, the Corporation of the County of Essex desires to designate Site Service Areas for the disposal of solid waste in order to maintain an orderly transfer of waste upon the closure of Landfill Site #3 and the opening of the Essex-Windsor Regional Landfill Site,

NOW THEREFORE, the Corporation of the County of Essex requires that municipal waste shall be delivered to Landfill sites for disposal, according to the municipality of origin of such waste, as described in Schedule A, attached.

AND, that this amendment to By-law 2847 shall come into force and take effect on June 30, 1997,

AND FURTHER, that the Warden and Clerk be and they are hereby authorized to sign and execute the necessary By-law.


  
WARDEN

  
CLERK

1<sup>st</sup> reading - May 21st, 1997  
2<sup>nd</sup> reading - May 21st, 1997  
3<sup>rd</sup> reading - May 21st, 1997

CLERK'S CERTIFICATE

I, John H. Curran, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of By-law Number 3272-97 of the County of Essex passed on the 21st day of May, 1997.

  
) ,---  
Corporation of the County of Essex

SCHEDULE A

**CURRENT AND PROPOSED DISPOSAL SITES  
FOR  
LOCAL MUNICIPALITIES IN THE COUNTY OF ESSEX**

<u>Municipality</u>	<u>Current Disposal Site</u>	<u>Proposed Disposal Site</u>
Amherstburg	Landfill 1	Regional Landfill
Belle River	Landfill 3	Transfer Station 1
Essex	Landfill 1	Regional Landfill
Harrow	Landfill 1	Regional Landfill
Kingsville	Transfer Station 2	Regional Landfill
LaSalle	Landfill 1	Regional Landfill
Leamington	Transfer Station 2	Transfer Station 2
Tecumseh	Landfill 3	Transfer Station 1
St. Clair Beach	Landfill 3	Transfer Station 1
Anderdon	Landfill 1	Regional Landfill
Colchester North	Landfill 1	Regional Landfill
Colchester South	Landfill 1	Regional Landfill
Gosfield North	Transfer Station 2	Regional Landfill
Gosfield South	Transfer Station 2	East of Division Road - Transfer Station 2 West of Division Road - Regional Landfill
Maidstone	Landfill 3	Regional Landfill
Malden	Landfill 1	Regional Landfill
Mersea	Transfer Station 2	Transfer Station 2
Rochester	Landfill 3	Transfer Station 2
Sandwich South	Landfill 3	North of 401 - Transfer Station 1 South of 401 - Regional Landfill
Tilbury North	Landfill 3	Transfer Station 2
Tilbury West	Landfill 3	Transfer Station 2



# 2024

WINDSOR - ESSEX COUNTY, CANADA



# Hobie FISHING WORLDS 10

PRESENTED BY





# INTRODUCTION

# FORTUNE FAVOURS THE BOLD

Since inception, the International Hobie Fishing Association set forth the vision for a truly global fishing competition that matches the world's best anglers with some of the most incredible fishing locations globally.

Hobie Fishing World Championship 10, presents an exciting opportunity for the city of Windsor - Essex, County. The tournament's global appeal, showcasing top kayak anglers, promises to spotlight Windsor's natural beauty, diverse fish species, and warm hospitality.

By securing this prestigious event, Windsor can position itself as a premier fishing destination, attracting tourists and stimulating local businesses. The championship's cultural exchange and camaraderie among nations will leave a lasting impact.



# 05

CONTINENTS





# 20+

**COUNTRIES**

# 50

**ANGLERS**

# 01

**WORLD CHAMPION**





# THE WORLD STAGE

The 2024 Hobie® Fishing World Championships is poised to be held on the adrenaline pumping waters of Ontario, Canada. Elite anglers from over 20 countries will battle it out for the 10th Hobie Fishing World Championship title from July 25th to July 1st. Anglers from across the globe will come together in 2024 to battle it out, for the 10th Hobie Fishing World Championship title.

They will bring with them a production crew of championship proportions, media teams from multiple countries, their own social media crews, shining the spotlight on the tournament and the location to a combined audience in the millions.





# **HOBIE CAT COMPANY HAS BEEN IN THE BUSINESS OF CROWNING WORLD CHAMPIONS SINCE 1976**

**Hobie has hosted sailing world championships since the first Hobie 16 titles in Hawaii in 1976. These championships have always been fantastically competitive and ruthless events on the water, but they have also been great social occasions.**

From those early days Hobie has grown and diversified into new areas. The company's venture into kayaks has built a huge, world-wide kayak fishing fraternity and there was a dream to bring these people together.

With the proven success of the sailing world championships in mind the first Hobie Fishing World Championship was created in 2011.

The Hobie Fishing World Championship started life in Australia and since then it has grown immensely and graced four continents.

The championship more than doubled in size in Texas in 2012 and successfully returned to Australia in 2013. In 2014, Vinkeveen Plassen in the Netherlands gave anglers from across the globe their first world championship experience in Europe and in 2015 anglers tested their skills on Shang Lake in Changshu, China.

In 2016 the championship headed to the marshes of Louisiana, which saw an amazing competition, in an incredible fishery. The picturesque town of Amal in Sweden hosted the 2018 championship on the shores of Lake Vanern, renowned for its Perch and giant Pike. After days of thrilling competition, Salah Eddibe from Germany became Europe's first Hobie Fishing World Champion.

The championship's success continued in 2019, as it returned to Australia's Gold Coast in Queensland, where Andrew Death claimed the title, maintaining Australia's dominant record on their home waters.

Most recently, the championship returned to Amal, Sweden with Stian Slora from Norway being crowned the current and reigning World Champion.

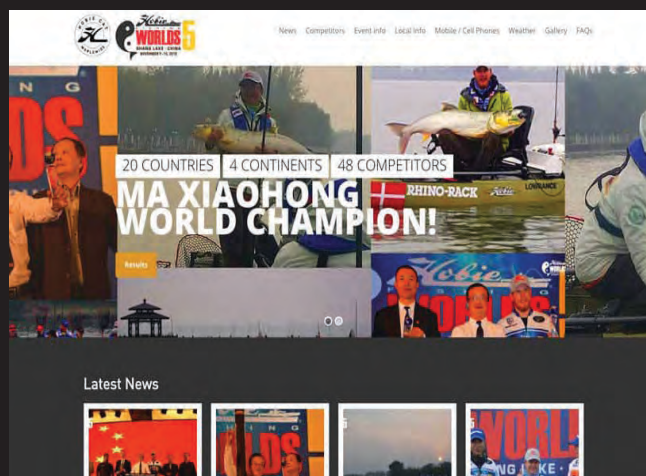
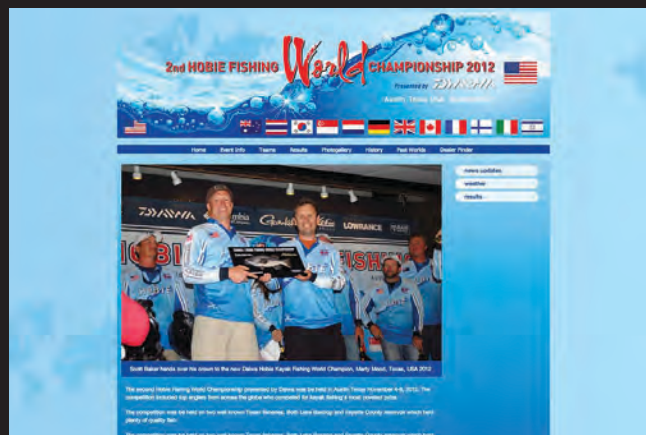
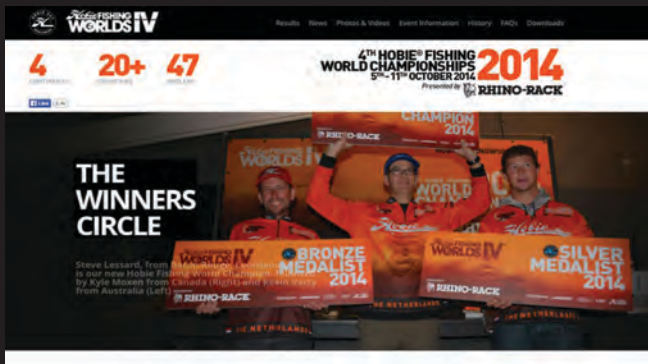
The Catch-Photo-Release (CPR) format used by the world's elite kayak anglers, target many exciting species like Pike, Largemouth Bass, Redfish and Bream. The world's best, from five continents, will be fishing from 2024 Hobie Mirage® Pro Angler kayaks driven by the incredible MirageDrive® 360 pedal system with its unprecedented maneuverability and control.

The angler who hauls the highest cumulative length of fish – within the daily tournament limit – over the three-day championship, will be crowned the Hobie Fishing World Champion.

People from all over the world will visit the location, not only compete but share expertise, knowledge and skills, and spend time in an exciting new location. At the conclusion of the tournament there is one World Champion, but everyone goes home feeling better about themselves, with new friends, new skills and having had a cultural experience in a part of the world they, otherwise, may never have visited."

**Next stop Canada!**



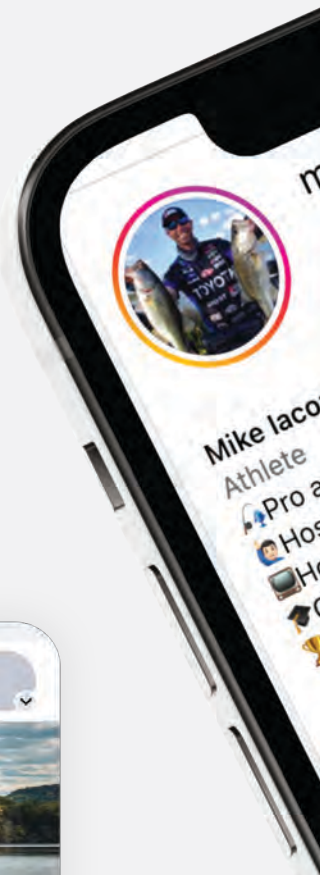


# SOCIAL REACH IN THE MILLIONS!

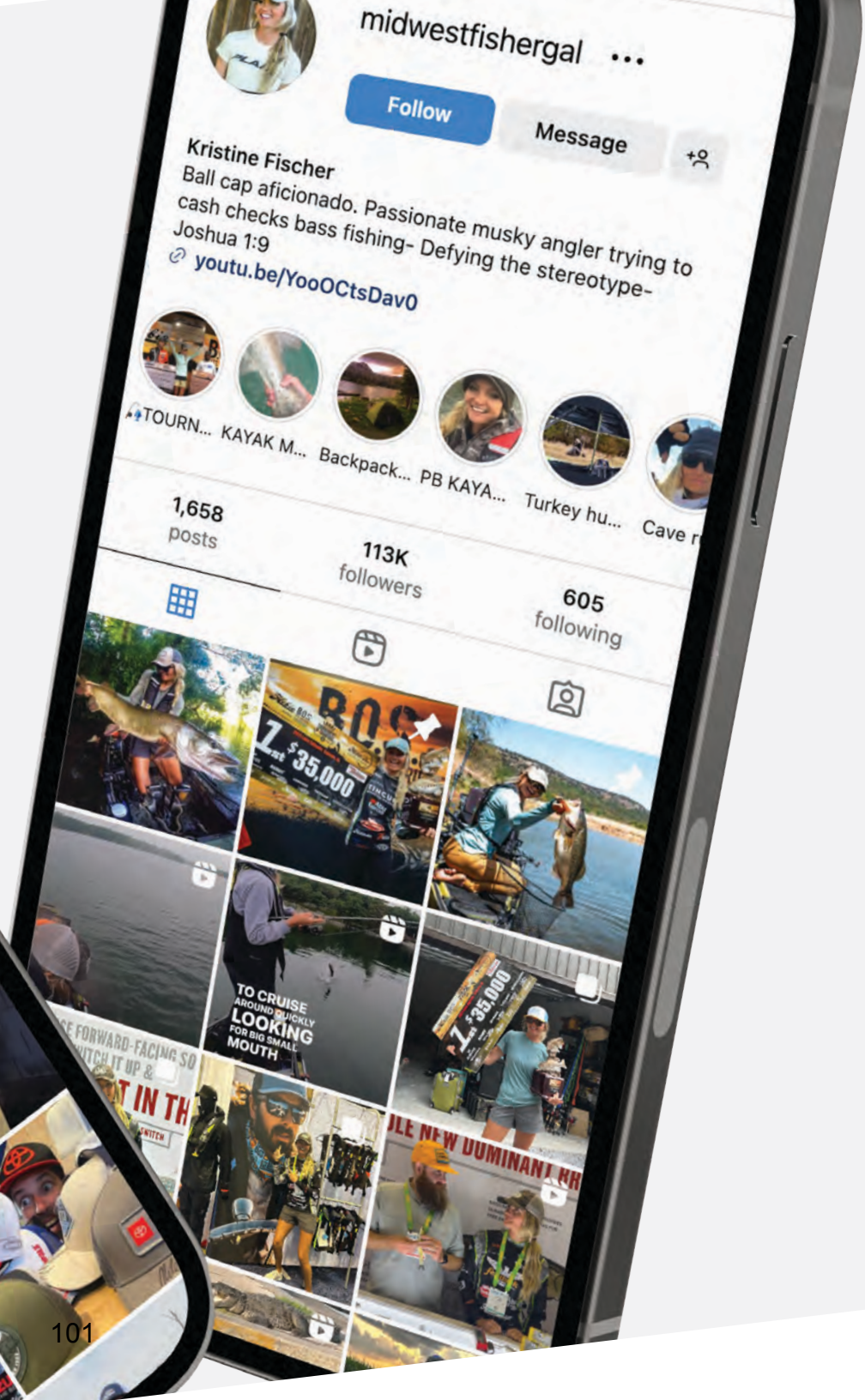
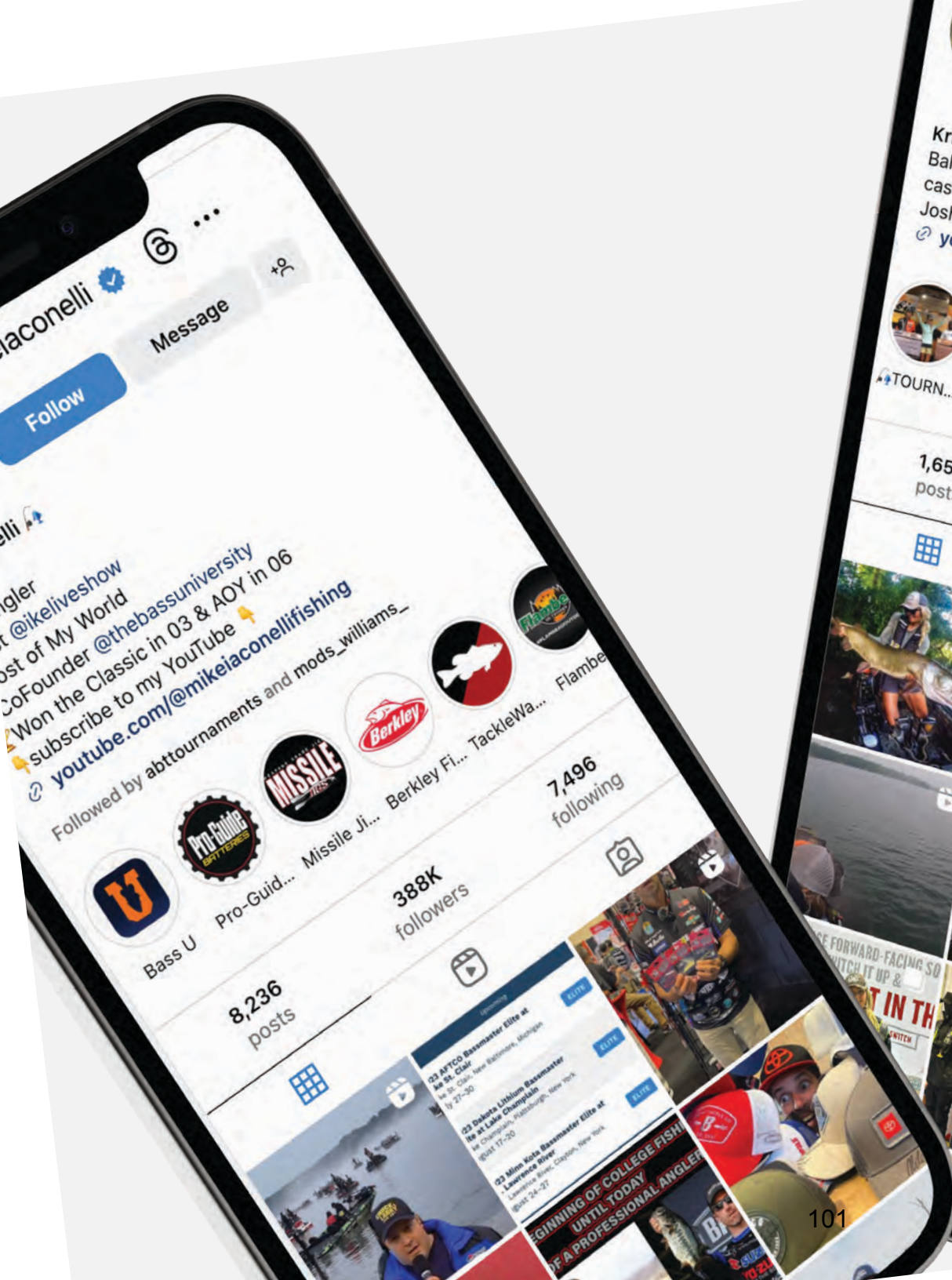
Hobie supports our hosts with promotion across the globe through the international Hobie fishing worlds qualifying countries, the global Hobie dealer network as well as many other international fishing social platforms.

- Tournament of Champions
- Hobie Australian Bream Series Championships
- The China Open Series
- Hobie European Championships
- UAE Championships
- South Korean Championships
- Singapore Championships
- Highly Engaged Fishing Audience
- Instagram Stories Average Completion Rate: 95.5%

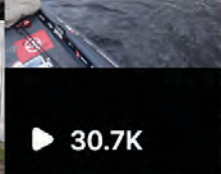
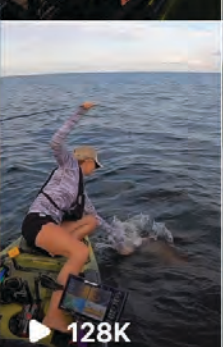
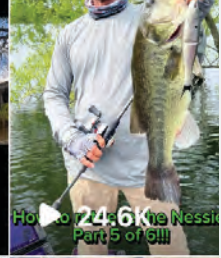
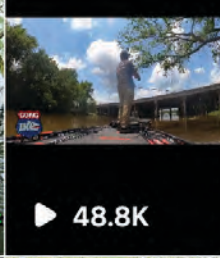
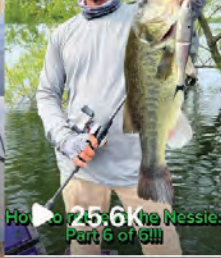
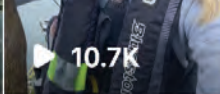
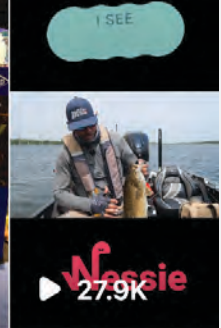
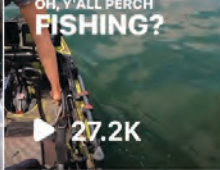
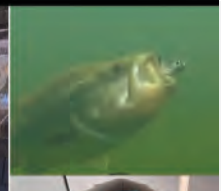
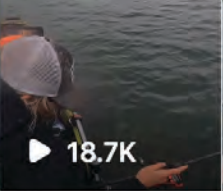
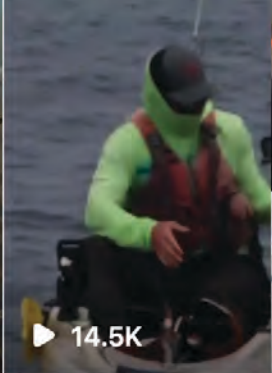
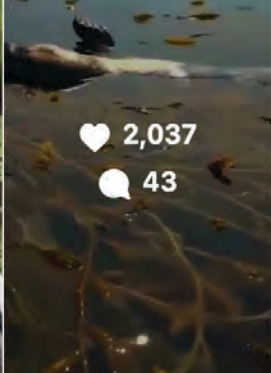
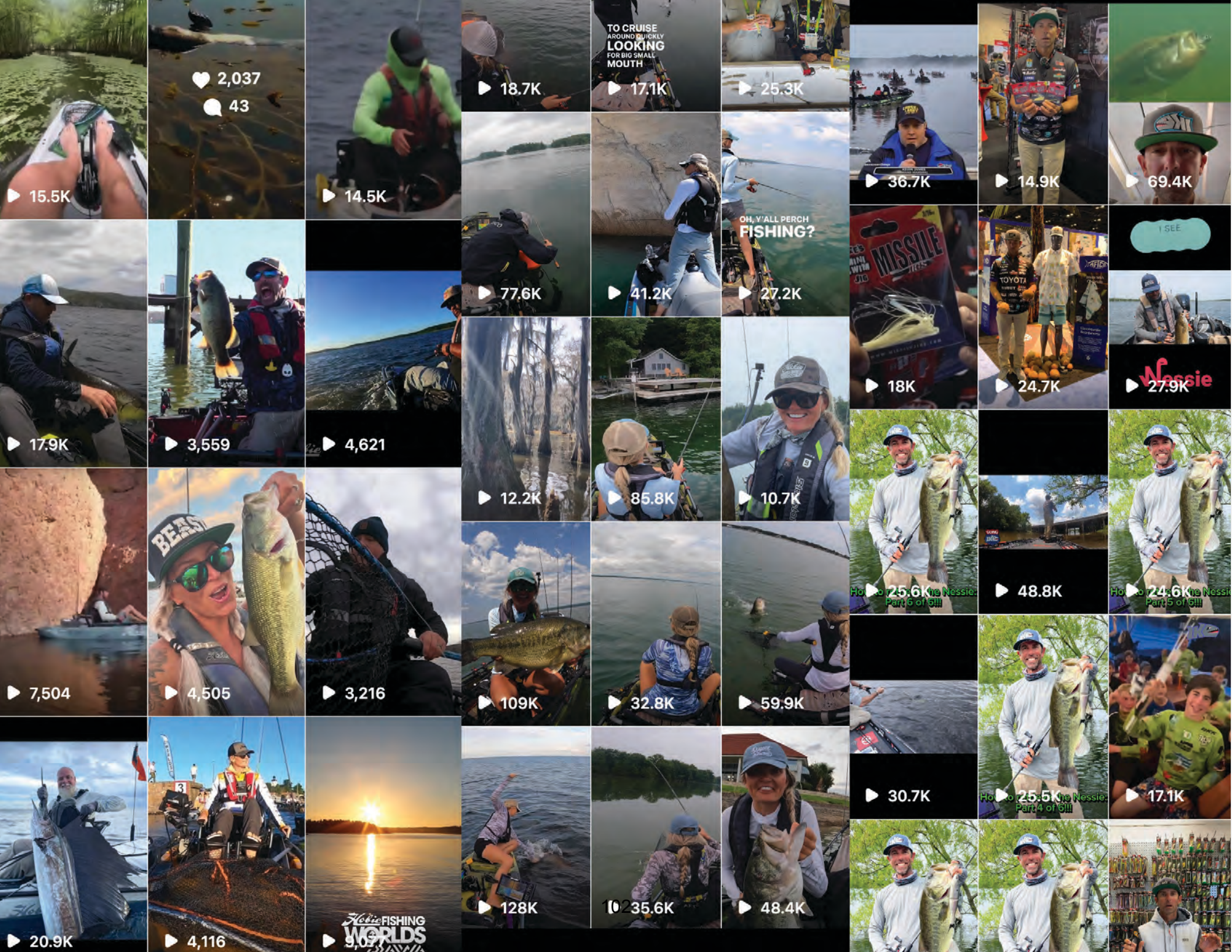
In addition to the substantial reach of the Hobie championship platforms, the combined reach of our Hobie Ambassadors and High Profile Competitors provides our host location with a highly engaged fishing audience well into the millions.













# DRAFT ITINERARY

## **TUESDAY | 25TH JUNE 2024**

- Mandatory Event Registration at TBD | **4:00pm – 5:30pm**
- Official Welcome and Opening Ceremony at TBD | **5:30pm**
- Mandatory Event Briefing | **5:45pm**
- Hobie Fishing Worlds Welcome at YACHT CLUB | **7:00pm**

## **WEDNESDAY | 26TH JUNE 2024**

- Breakfast at Event Hotel | **6:00am**
- Registration & Key Tag Allocation at Event Site | **7:00am**
- Mandatory Morning Briefing at Event Site | **7:30am**
- The Blessing of the Fleet | **7:50am**
- National anthem – Performed by local talent | **8:00am**
- SPONSOR Practice – Pre-Fish Day 1 | **(session times announced at briefing)**
- Meet and Greet with Big Fish of the Day | **BOAT CRUISE 6:00 – 7:00pm**

## **THURSDAY | 27TH JUNE 2024**

- Breakfast at Event Hotel | **6:00am**
- Registration & Key Tag Allocation at Event Site | **7:00am**
- Mandatory Morning Briefing at Event Site | **7:30am**
- SPONOSOR Practice – Pre-Fish Day 2 | **(session times announced at briefing)**
- Dinner Angler's to Organize

## **FRIDAY | 28TH JUNE 2024**

- Breakfast at Event Hotel | **5:00am**
- Registration & Key Tag Allocation at Event Site | **6:00am**
- Mandatory Morning Briefing at Event Site | **6:30am**

- SPONOSRS NAME Championship Day 1 | **(session times announced at briefing)**
- Hobie USA / Windsor Dinner and Angler's Choice Award, at TBD | **6:00pm**

## **SATURDAY | 29TH JUNE 2024**

- Breakfast at Event Hotel | **5:00am**
- Registration & Key Tag Allocation at Event Site | **6:00am**
- Mandatory Morning Briefing at Event Site | **6:15 am**
- SPONSOR Championship Day 2 | **(session times announced at briefing)**
- (Children's Day) From | **2:30 pm**
- Power-Pole. Hobie Company, SPONSOR Dinner, at TBD | **6:00pm**

## **SUNDAY | 30TH JUNE 2024**

- Breakfast at Event Hotel | **5:00am**
- Registration & Key Tag Allocation at Event Site | **6:00am**
- Mandatory Morning Briefing at Event Site | **6:15am**
- SPONSOR Championship Day 3 | **(session times announced at briefing)**
- SPONOSOR Dinner and Hobie Fishing Worlds 10 Presentation and Closing Ceremony at YACHT CLUB | **6:00pm**

## **MONDAY | 1 JULY 2024**

- Breakfast at Event Hotel | **PENDING**
- Shuttle Bus to Detroit Airport from event hotel | **\*5:00am**
- Bring On Hobie Fishing Worlds 11!

\*Subject to change







# LOVED BY ANGLERS, SPONSORS, AND HOST LOCATIONS ALIKE

It's been an honour to represent Australia, an honour to represent my country. For anyone that wan't to get into kayak fishing and wants to reach this level. Do it. Go and fish the comps. turn up, go hard, and qualify. You really want this.

**Andrew Death, AUS - World Champion**

I wish every kayak angler had the opportunity to experience Hobie Fishing Worlds. I have been there, and I will never forget the experiences I had.

**Dennis (BomBom) Skou, DENMARK**

One of the best experiences of my life!

**Jordan Marshal, USA**

The Hobie Fishing Worlds is an experience unlike any other. The event is so much more than just fishing! You'll be exposed to different people, cultures, food, fisheries, scenery, and overall experiences. The biggest takeaway for me, by far, is the individuals you meet. I have made friendships with people from the other ends of the globe. We may not even speak the same language, but the shared experience creates a bond that will last forever. The Hobie Fishing Worlds is something every kayak angler should strive for!

**Jay Wallen, Team USA**

Participating in a Hobie Fishing Worlds competition is not merely about fishing but the entire experience that comes with it. From the memories you cherish for a lifetime to the friendships you make and the new experiences you gain, it is truly unique. Fishing has an incredible ability to unite people from all over the world.

**Matt Ramey, Team USA**

Hobie Worlds 9 in Åmål, Sweden was so much more than just fishing a tournament. The staff of Hobie Worlds arranged the event in a way that integrated fishing with the culture of Åmål, Sweden and Lake Vänern. I will always be grateful for the memories I have and experiencing fishing on Lake Vänern.

**Jamie Stevenson, Team Canada**

I have been fortunate to kayak fish in tournaments all over the world, nothing has compared to the Hobie Fishing Worlds. HFW is a credit to the Hobie brand, it is the tournament everyone wants to fish.

**David Morris, United Kingdom**









# GLOBAL MEETS LOCAL

## MORE THAN A WORLD CHAMPIONSHIP. A COMMUNITY EVENT!

The Hobie Fishing Worlds is far more than just a World Championship Kayak Fishing Tournament; it's an extraordinary occasion that unites anglers and their families from across the globe in a truly exceptional setting. Beyond the competitive aspect, the event fosters a sense of community among participants, allowing them to forge meaningful connections with one another that transcends cultural boundaries .

This cultural exchange not only enriches the experience of the participants but also benefits the local community by promoting understanding, respect, and appreciation for diverse backgrounds. Furthermore, the presence of the Hobie Fishing Worlds brings a festive atmosphere to the host location, attracting visitors and locals alike to come together, enjoy the competition, and celebrate the shared love for kayak fishing. It truly becomes a fantastic event for the local community to savor, fostering connections and creating lasting memories for everyone involved.

**Steve Fields – International Hobie Fishing Worlds Director & Media Manager**

# Hobie FISHING WORLDS 10

PRESENTED BY



## THANK YOU

Thank you for your partnership! We look forward to working together to continuously grow the sport of kayak fishing.

Steve Fields – International Hobie Fishing Worlds  
Director & Media Manager

e: [stevefields@hobie.com](mailto:stevefields@hobie.com)

c: +1 352-214-0698



## HOBIE FISHING WORLDS 10 PROPOSAL

Town of Tecumseh  
917 Lesperance Road  
Tecumseh ON

Good morning Beth,

As we briefly discussed prior, our aim to bring our Hobie Fishing World Championships - #10, which was founded in Australia - 2011, across the globe and set foot on the shores of Lake Saint Clair in Windsor – Essex County and hosted by the Town of Tecumseh.

I'm pleased (finally) to provide further information and I have attached a map of the park (jpeg) outlining the temporary venue requirements as well as a small information deck (PDF) to give you better optics. I have also attached a PDF of this email for ease of printing or to share with colleagues.

The following information is private and confidential and naturally, we are mindful of the need to share information with governing bodies during the discussion and event approval process. Our aim is to have the event 100% pre-approved, at all levels before the end of August, which will allow us to create and implement the marketing campaign for our worldwide audience, event, and host partners.

### ABOUT

Since inception, the International Hobie Fishing Association set forth the vision for a truly global fishing competition that matches the world's best anglers with some of the most incredible fishing locations globally. Hobie Fishing World Championship - 10 presents an exciting opportunity for Windsor – Essex County. The tournament's global appeal, highlighting top kayak anglers, promises to spotlight natural beauty, diverse fish species, local history, and warm hospitality. By securing this prestigious event, Windsor – Essex County can position itself as a premier fishing destination, attracting tourists and stimulating local businesses. The championship's cultural exchange and camaraderie among nations will leave a lasting impact.

### HOBIE CAT COMPANY

Since 1950, Hobie has been in the business of shaping a unique lifestyle based around fun, water, and quality products. From their headquarters in California, Hobie Cat Company and its global subsidiaries produce an impressive collection of watercraft for worldwide distribution. In addition to the sailboats for which they are well-known, Hobie Cat also offers stand-up-paddle boards, kayaks, and boats for both recreation and fishing. Each product line is also complemented with a comprehensive array of parts and accessories.

### HOBIE FISHING WORLD'S PREVIOUS GLOBAL LOCATIONS

HFW #1 Port Macquarie	AUSTRALIA
HFW #2 Austin Texas	UNITED STATES
HFW #3 Marlow Victoria	AUSTRALIA
HFW #4 Amsterdam	HOLLAND
HFW #5 Changshu	CHINA
HFW #6 Leeville	UNITED STATES
HFW #7 Amal	SWEDEN
HFW #8 Gold Coast	AUSTRALIA
HFW #9 Amal	SWEDEN
HFW #10	CANADA

## **HOBIE FISHING WORLDS - 10**

EVENT DATES:

Tuesday 25<sup>th</sup> June 2024 – Monday 1<sup>st</sup> July

SET UP / BREAK DOWN

17<sup>th</sup> June 2024 – 3<sup>rd</sup> July 2024

### **EVENT AREAS**

We have two main event bases: A/ the Lakewood Park North for event product, event tents and equipment & B/ Lakewood Park South (see maps for greater detail).

### **PUBLIC and EDUCATION**

The event is public friendly, and we encourage the community to be a part of this historic event in Canada and interact with invited international teams. During the event, we plan to involve school kids and their families, highlighting the importance of looking after the waterways, the shoreline and when fishing to *catch and release* fish to sustain the sport of recreational fishing for generations to come.

### **CULTURE**

Local culture has always been a part of Hobie, and the Hobie Fishing World events are no exception. We will work closely with governing bodies to tell and share the story of region. I encourage you to watch the provided highlights reels (links below). In one of the clips, you will see the *blessing of the fleet* by Jesper Pålsson (great story) and the singing of the Swedish National Anthem by Anki Frisk and her daughter. These short clips should help you see the spirit of what we do, what we bring, and what we leave with the community.

-Hobie Fishing Worlds 9 sizzle reel: <https://youtu.be/r-6XZHLX10A>

-Blessing of the Fleet and Intro: <https://youtu.be/u0WYYPrbD1g>

-Hobie Fishing Worlds Event Website: [2022 Hobie Fishing Worlds - Hobie Fishing Worlds](#)

### **ONE & DONE (no)**

Like other great sporting events, we are seeking out a very select group of host communities in which Hobie Fishing Worlds will return every 3 or 4 years and Canada is the perfect mix for our events. By doing so this will provide a foundation as we grow with the community and bring Internationals to your shoreline and regions.

Countries that are now on the HFW rotation are:

- Australia (Gold Coast, Brisbane, Perth, Victoria)
- Europe (Sweden, Spain, Italy)
- Canada
- Japan
- Brazil

**INVESTMENT - PRODUCT SUPPLY - EVENT TEAM**

The Hobie Company (based in Windsor) will provide up to 55 Hobie Fishing Kayaks for anglers from all around the world to use and compete on a level playing field, unheard of in any fishing tournament arena. Our investment in Hobie Fishing Worlds – 10, exceeds \$338, 945 USD.

The event team members from Australia, Europe as well as staff from the USA to produce an exceptional high-level event.

I understand we are very late to the table; however, I have secured the support from major international companies to assist in making this event a success for all of us.

I regularly visit Windsor and have no problem coming up for in person meetings going forward.

I look forward to your favorable reply and access to the park / venue to turn this vision into a reality, in CANADA!

Best regards

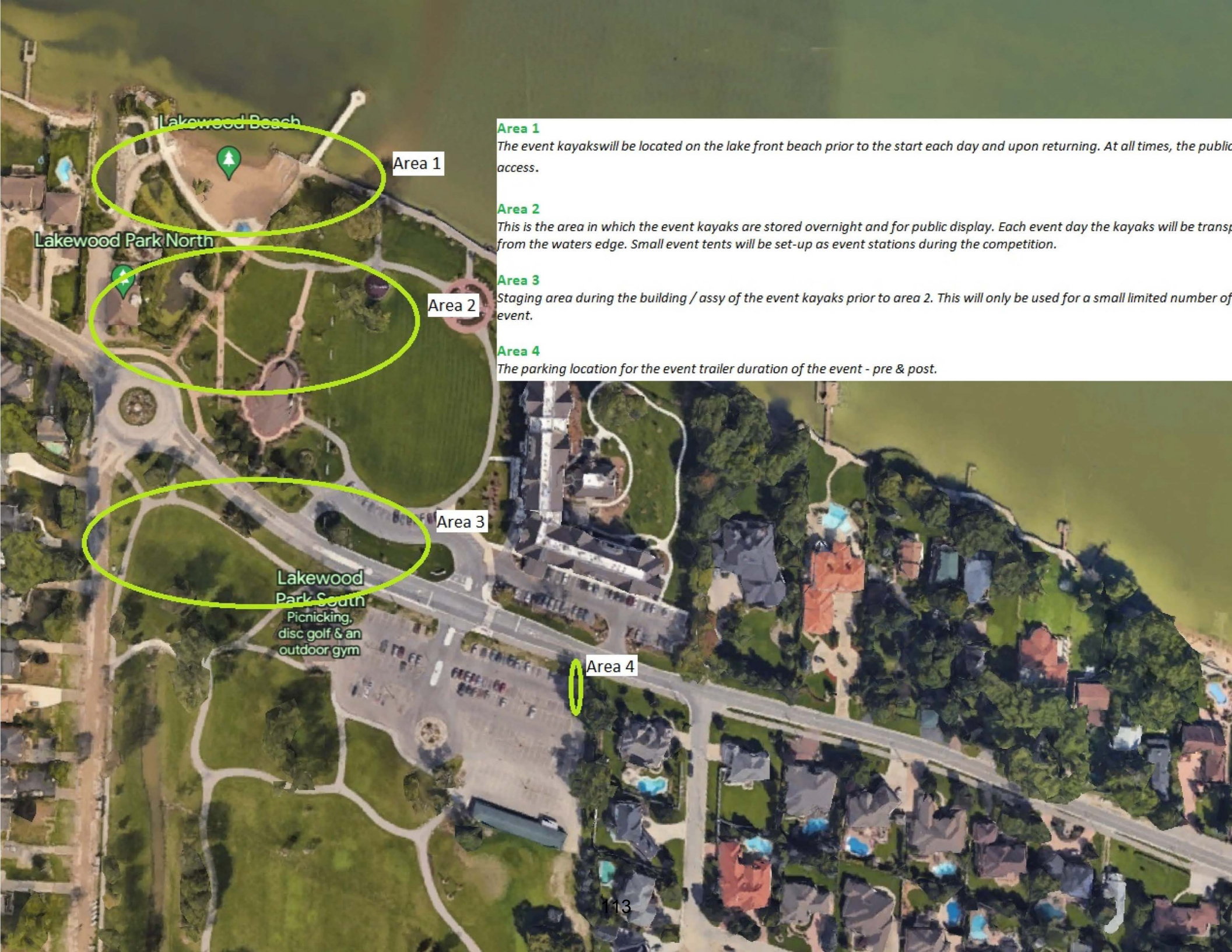
**Steve Fields**

Director – Fishing Teams & Events

M: (+1) 352-214-0698







**Area 1**

The event kayaks will be located on the lake front beach prior to the start each day and upon returning. At all times, the public will have access.

**Area 2**

This is the area in which the event kayaks are stored overnight and for public display. Each event day the kayaks will be transported from the waters edge. Small event tents will be set-up as event stations during the competition.

**Area 3**

Staging area during the building / assembly of the event kayaks prior to area 2. This will only be used for a small limited number of days during the event.

**Area 4**

The parking location for the event trailer duration of the event - pre & post.



## 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:** September 12, 2023

**Report Number:** CRS-2023-15

**Subject:** Hobie World Fishing Championships 2024

---

### Recommendations

It is recommended:

**That** the information as provided in Report CRS-2023-15 titled “Hobie World Fishing Championships 2024” **be received**;

**And that** Council **give favourable consideration and grant relief** from the Outdoor Special Events Policy to the request from the International Hobie Fishing Association to host a Signature Event, the Hobie World Fishing Championships, at Lakewood Park North and Lakewood Park South from Tuesday, June 25, 2024 – Sunday, June 30, 2024.

### Background

The International Hobie Fishing Association has been hosting Hobie World Fishing Championships since 2011. Originally founded in Australia, the event has also been hosted in the United States of America, Holland, China, Sweden and now Canada, with Spain, Italy, Japan and Brazil set to join the communities on rotation. The Hobie World Fishing Championships intend to develop strong, local relationships and return to communities on a regular basis to grow the sport of kayak fishing.

Lake St. Clair is already an internationally renowned destination for anglers. For the 2024 event, The Hobie World Fishing Championships will bring approximately 50 top



kayak anglers to our shores for a catch and release competition designed to educate and sustain the sport of recreational fishing for generations to come.

The proposed event is public friendly and local anglers, community groups, children and families will all have opportunities to learn about the sport while highlighting the importance of looking after our waterways.

## Comments

The Outdoor Special Events Policy requires Council approval for the use of Lakewood Park North and Lakewood Park South. Specifically, the Policy identifies both park sites as event locations for Special and/or Signature Events. Administration has determined that the Hobie World Fishing Championships should be considered a Signature Event which would support the growth of our local tourism industry subject to Council's consideration of the opportunity.

Recently, Hobie has established a larger commercial footprint in Windsor-Essex with the relocation of their global headquarters to the area. As such, The Hobie Company would like to host its next iteration of The Hobie World Fishing Championships in the area. Pending a successful event experience, Tecumseh would become one of the global locations as part of the regular event rotation, meaning that we could expect to host this event every 4-6 years which supports our interest in growing local tourism.

The event will bring 55 professional anglers to Tecumseh for a catch and release tournament for small mouth bass. The mouth of Lake St. Clair at the Detroit River is renowned for sport fishing and Tecumseh's unique geography provides an outstanding hosting opportunity.

Hobie will also be making an investment of over \$340,000 to produce the event in addition to utilizing local hotels, restaurants and other service providers to support the hosting requirements.

The event proposes to feature local talent for the Official Opening Ceremony on June 24, 2024. The organizers also have an interest to integrate Indigenous protocols and experiences throughout and are keen to work with local organizations as part of their Children's Day on Saturday, June 29, 2024. Throughout the week-long event, the community will be encouraged to visit Lakewood Park North to meet the competitors and to learn more about the sport of kayak fishing.

There will be 4 event areas:

Area 1 – the competitors will access Lake St. Clair via the beach area at Lakewood Park North.

Area 2 – the kayaks will be stored overnight on the green space adjacent to the washroom at Lakewood Park North Public with security provided by Hobie. Small display tents will also be set-up in this area as event stations to support competitors.

Area 3 – a “build/prep” space will be established in Lakewood Park South near the parking lot.

Area 4 – an event logistics trailer will be parked in 4 stalls at Lakewood Park South.

It is important to note that public access will be available during the event at both Lakewood Park North and Lakewood Park South, apart from the beach between 7:30 am – 8:30 am each morning and from 4:00 pm – 5:00 pm each afternoon, to support a safe launch and return for the competitors. The organizers will also utilize 4 parking stalls in Lakewood Park South for an event logistic trailer.

## **Consultations**

Chief Administrative Officer  
Community Safety

## **Financial Implications**

The Town of Tecumseh is not required to provide any financial support and operational support will be minimal. CRS staff will be required to ensure that the parks are clean and clear of debris and will ensure that waste management is controlled. The group would be charged according to the 2023 Fees and Charges By-Law 2022-099 - Special Event – Lakewood 1 Day (Non-Paid Admission Event) fee set at \$500 per day and Special Event Set-up & Take down set at \$320 per day, totalling \$3,140.00 + HST.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## Communications

Not applicable ☒

Website ☐      Social Media ☐      News Release ☐      Local Newspaper ☐

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

Prepared by:

Brett Palmer  
Senior Manager Recreation Services

Reviewed by:

Beth Gignac, BA Hons  
Director Community & Recreation Services

Reviewed by:

Wade Bondy  
Director Community Safety & Fire Chief

Recommended by:

Margaret Misk-Evans, MCIP, RPP  
Chief Administrative Officer

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



# 2024 Pre-Budget Council Consultation

Presentation to Town Council  
September 12, 2023



# Strategic Priorities



## **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.

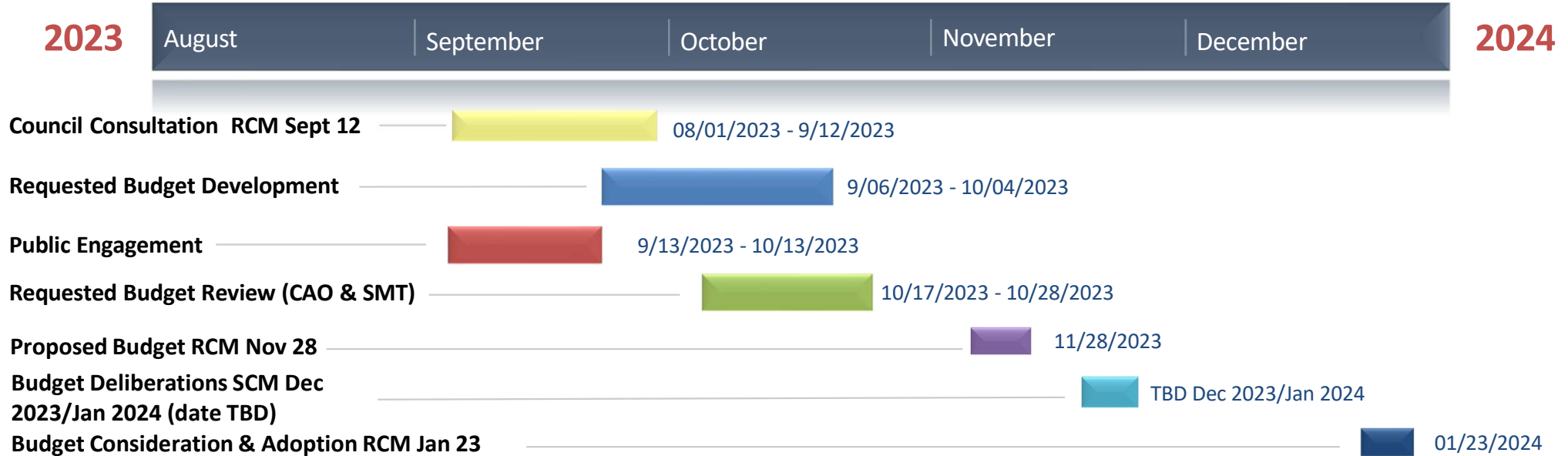


## **Service Experience**

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



# 2024 Budget Timelines



2024 Budget Timelines approved by Council as per RCM-191/23



# 2024 Budget Approach

- Strategic Priorities
  - Focus on Program and Service Delivery
  - Respect for Taxpayers
- COVID-19
  - Budget assumes normal operations
- MPAC Assessment Cycle Postponed
  - CVA update postponed – 2020 assessed values will carry to 2024





# 2023 Approved Budget & Forecast

Budget Drivers	2022	2023 Approved	2024	2025	2026	2027
Base Department Operations (excl Pay/Ben)	-0.13%	0.44%	0.94%	0.22%	1.67%	1.91%
Service Level Enhancements	2.70%	1.73%	1.77%	0.49%	0.67%	0.79%
Payroll/Benefits	1.19%	1.19%	1.83%	1.13%	1.10%	1.05%
<b>Sub-total - Operating</b>	<b>3.76%</b>	<b>3.36%</b>	<b>4.53%</b>	<b>1.84%</b>	<b>3.43%</b>	<b>3.75%</b>
Lifecycle	0.18%	0.96%	0.73%	0.69%	1.00%	0.95%
New Infrastructure Levy	0.00%	0.77%	0.73%	0.69%	0.50%	0.48%
<b>Sub-total - Capital</b>	<b>0.18%</b>	<b>1.72%</b>	<b>1.46%</b>	<b>1.38%</b>	<b>1.50%</b>	<b>1.43%</b>
<b>Total</b>	<b>3.94%</b>	<b>5.09%</b>	<b>5.99%</b>	<b>3.22%</b>	<b>4.93%</b>	<b>5.18%</b>
Assessment (Growth)/Loss	-1.00%	-1.26%	-1.64%	-1.72%	-2.33%	-2.54%
<b>Total w/ Growth factor</b>	<b>2.94%</b>	<b>3.82%</b>	<b>4.35%</b>	<b>1.50%</b>	<b>2.60%</b>	<b>2.64%</b>

Lifecycle funding allows for the replacement of existing long-term assets. New Infrastructure Levy allocations set aside funds for new capital asset additions.



# Budget Pressures & Drivers

Projected 2024 Levy Increase from 2023 Budget			\$ Amount	Percent
Operations			\$1,244,000	4.53 %
Lifecycle/Capital			\$400,000	1.46 %
Assessment Growth			\$(450,000)	(1.46)%
<b>Total Projected 2024 Levy Increase</b>			<b>\$1,194,000</b>	<b>4.35%</b>
Projected 2024 Levy Increase – Pre-Budget				
Operations			\$1,368,000	4.99%
Lifecycle/Capital			\$443,000	1.62%
Assessment Growth			\$(400,000)	(1.46)%
<b>Total 2024 Preliminary Estimate</b>			<b>\$1,441,000</b>	<b>5.15%</b>



# Operating Revenues

Operating Revenues	\$ Amount	Percent
Assessment Growth	\$(400,000)	(1.46)%
<b>Total Operating Revenues</b>	<b>\$(400,000)</b>	<b>(1.46)%</b>



# Operating Expenditures

Operating Expenditures	\$ Amount	Percent
Staffing enhancements	\$383,000	1.40%
Wages/Benefits increase (contractual)	\$350,000	1.28%
Streetlight Maintenance Service	\$50,000	0.18%
Storm Sewer Flushing	\$125,000	0.46%
Computer software	\$51,000	0.19%
Police – OPP Contract	\$66,000	0.24%
Utilities – Splashpads & bathrooms	\$23,000	0.08%
Insurance (net of reserve transfer)	\$88,000	0.32%
Garbage Collection & Disposal contract	\$121,000	0.44%
Contracts – Outdoor maintenance	\$50,000	0.18%
Balance - inflation and other	\$61,000	0.22%
<b>Total Operating Expenditures</b>	<b>\$1,368,000</b>	<b>4.99%</b>



# Staffing

Description	\$ Amount	Percent
Supervisor – Transportation (part-year implementation)	\$87,500	0.32%
Business Analyst (part-year implementation)	\$69,700	0.25%
P&C Business Partner *	\$ 69,100	0.25%
Senior Building Inspector *	\$46,100	0.17%
Customer Service Receptionist *	\$40,900	0.15%
IT Help Desk (1 FTE and reduce co-op students)	\$36,400	0.13%
PT Arena Clerk hours	\$16,800	0.06%
Parks Students	\$16,600	0.06%
<b>Total Operating Expenditures</b>	<b>\$383,100</b>	<b>1.40%</b>

\* Note: Balance of positions added in 2023 Budget



# 2024 Operating Drivers Not Yet Quantified

Drivers Not Yet Quantified	\$ Amount	Percent
CBA 702.13	TBD	TBD
Non-Union Compensation Review	TBD	TBD
Fire Master Plan Results	TBD	TBD
Records Management	TBD	TBD
Other Ongoing Process Reviews	TBD	TBD
Education & County Levies	TBD	TBD



# Lifecycle/Capital

Lifecycle/Capital Drivers	\$ Amount	Percent
Lifecycle	\$243,000	0.89%
New Infrastructure Levy (NIL)	\$200,000	0.73%
<b>Total Lifecycle/Capital</b>	<b>\$443,000</b>	<b>1.62%</b>



# Outlook Years - Operating

Operating Outlook	2025	2026
Assessment growth	\$(400,000)	\$(400,000)
IESO Market Participant	\$(100,000)	\$(100,000)
CBA 702.1, 702.2 and 702.5	\$TBD	\$TBD
Regional Organic Disposal Services	\$TBD	\$TBD
Supervisor – Transportation (balance of part-year implementation)	\$43,800	\$NIL
Business Analyst (balance of part-year implementation)	\$34,800	\$NIL
Parks & Recreation Amenities	\$TBD	\$TBD
Internal Legal Office Support	\$TBD	\$TBD
Stormwater Environmental Compliance	\$TBD	\$TBD





# Outlook Years – Lifecycle/Capital

Lifecycle/Capital Outlook	2025	2026
Lifecycle	\$250,000	\$250,000
OCIF Grant - \$2,419,000 in 2023	TBD	TBD
New Infrastructure Levy (NIL)	\$200,000	\$NIL
CIP Infrastructure - \$30+ million	TBD	TBD
Storm Drainage Master Plans - \$140+ million	\$6,500,000	\$3,200,000
Storm Drainage – DMAF Grant	\$(3,250,000)	\$(1,600,000)



# Lifecycle/Capital

- Lifecycle Funding Model
  - Asset replacement
- New Infrastructure Levy – Target \$2.35 M
  - New capital requirements
- Allocated to Capital Reserves (\$10.06 M 2023)
- Recommendations for annual project allocations follows budget process
  - Department 5-yr Capital Plans



# Water & Sanitary Rates

- Water & Wastewater Rate Study (2023)
  - Rate Study completed for the period of 2023-2032
  - Fixed Rate
    - Water + 3%, Sanitary + 3% proposed for 2024
  - Variable
    - Water + 3%, Sanitary + 3% proposed for 2024
- Consumption Trends
- Reserve Fund Balances (2022 YE)
  - Water \$16,300,000
  - Sanitary \$ 7,300,000



# Water/Sanitary Drivers

- Water specific
  - Watermain replacement program
  - Cathodic protection program (anode)
- Sanitary specific
  - \$125K annual flushing, video inspection and repairs
  - Sanitary treatment costs
  - Completion of Sanitary Sewer Model Update
  - North Talbot Road Sanitary Sewer Service Area
  - 8<sup>th</sup> Concession Road Sanitary Sewer Service Area
  - Little River Pollution Control Plant – Municipal Class EA & Upcoming Expansion(s)
  - MECP Consolidated Linear Infrastructure, Environmental Compliance Approval



# Water & Sanitary Rates

Comparative Rates – 2023\*



	A'burg	Windsor	Lakeshore	Essex	Leamington	Tecumseh	Lasalle	Kingsville
<b>Water</b>								
Fixed	\$24.28	\$20.29	\$21.68	\$20.49	\$26.96	\$18.98	\$22.00	\$9.27
Variable	\$1.28	\$0.725**	\$1.56	\$1.59	\$1.07	\$1.21	\$1.17	\$1.15
<b>Sanitary</b>								
Fixed	\$34.89	\$20.17	\$23.24	\$22.50	\$52.88	\$18.98	\$13.50	\$20.05
Variable	\$2.36	\$3.11	\$1.83	\$2.02	\$2.53*	\$1.34	\$1.17	\$0.66***
<b>Total Cost</b>	<b>\$1,584</b>	<b>\$1,594</b>	<b>\$1,353</b>	<b>\$1,380</b>	<b>\$1,187</b>	<b>\$1,067</b>	<b>\$988</b>	<b>\$786</b>

\* Based on monthly consumption of 20 cubic meters of water

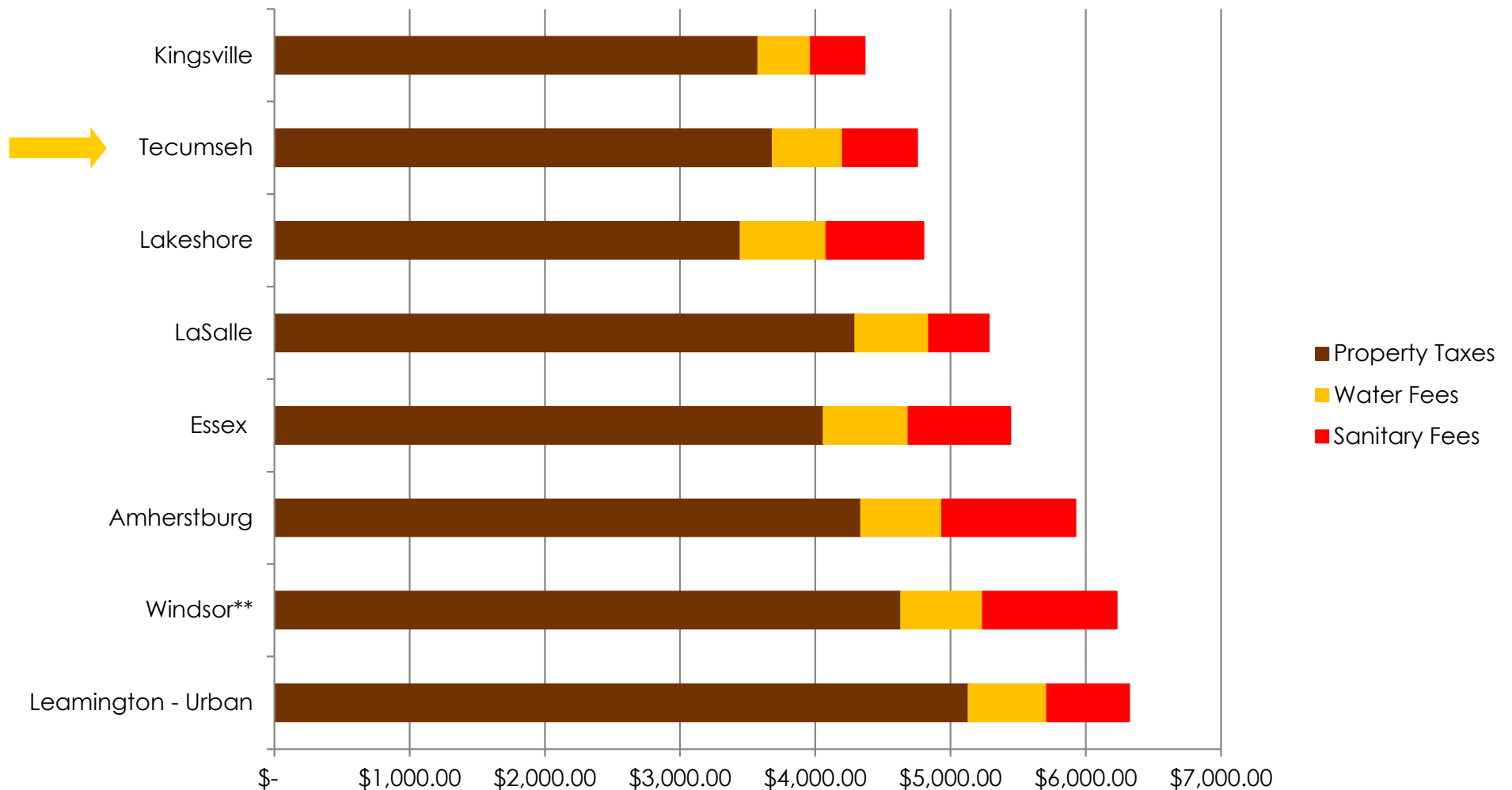
\*\* Limitations on variable rate and/or additional capital charges applicable

\*\*\* Charges are capped at \$20.80 per month



# 2023 Comparative – Essex County

## Combined Tax, Water and Sanitary Burden Comparison \*



\* - Property Taxes calculated based on home with an assessed value of \$250,000.

Water and Sanitary Fees based on monthly consumption of 20 cubic meters.

\*\* - Windsor taxes calculated using 2022 rate.



# Reserves

Key Reserve and Reserve Funds	Target	Actual**	Deficiency
Tax Rate Stabilization Reserve*	\$4,112,000	\$3,421,000	\$691,000
New Infrastructure Levy	TBD	\$13,336,000	TBD
Post Retirement Benefits	\$11,450,000	\$2,048,000	\$9,402,000

\* Healthy Tax Rate Stabilization Reserve is 10 – 15% of annual levy (15% used in this table)

\*\* 2022 Year-end values





# Discussion





August 15, 2023

Ontario's Big City Mayors (OBCM)

Via Email: [info@obcm.ca](mailto:info@obcm.ca)

**Re: OBCM Letter to Minister Leblanc Re: Infrastructure Funding**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on August 14, 2023 passed the motion that the municipality send a letter in support of Minister Surma's call to encourage the federal government to support the sustainability and growth of critical infrastructure in Ontario through a new round of flexible federal-provincial infrastructure funding through:

- Protecting communities: Continuing investments in critical underground infrastructure,
- including drinking water distribution systems, sewage and wastewater pipelines, along with stormwater management systems, to ensure the safety of our cities, protect from flooding and also support the growth of new development.
- Supporting communities: The cost of previously approved projects in Ontario continue to escalate and municipalities do not have the funds to complete these necessary projects, let alone to invest in new ones. To get these projects done, Ontario communities need continued support in the face of rising costs.
- Building communities: Critical infrastructure investments to address the housing supply crisis, including truly affordable housing.

If you have any questions or comments, please contact Judy Smith at [ckclerk@chatham-kent.ca](mailto:ckclerk@chatham-kent.ca)

Sincerely,

**Judy Smith**

Digitally signed by  
Judy Smith  
Date: 2023.08.16  
10:33:39 -04'00'

Judy Smith, CMO

Director Municipal Governance/Clerk

C.

Hon. Premier Doug Ford  
Hon. Minister Steve Clark  
Hon. Minister Kinga Surma  
Hon. Minister Victor Fedeli  
Federation of Canadian Municipalities (FCM)  
Association of Municipalities of Ontario (AMO)  
Rural Ontario Municipal Association (ROMA)  
Local MPs & MPPs  
Ontario Zone 1 municipalities

**Ministry of Infrastructure**

Infrastructure Programs and Projects  
Division

777 Bay Street, 4<sup>th</sup> Floor, Suite 425  
Toronto, Ontario M5G 2E5

**Ministère de l'Infrastructure**

Division des programmes et des projets  
d'infrastructure

777, rue Bay, 4 étage, Suite 425  
Toronto (Ontario) M5G 2E5



**MEMORANDUM TO:** Municipal CAOs

**FROM:** Jill Vienneau  
Assistant Deputy Minister  
Infrastructure Program and Projects Division

**DATE:** August 14, 2023

**SUBJECT:** Red Tape Reduction for Designated Broadband Projects

---

I am pleased to write to you today to provide an update on our efforts to expand high-speed internet access across the province.

In Spring 2023, Ontario introduced the *Less Red Tape, Stronger Economy Act, 2023* to help build on the government's efforts to reduce burden for businesses, not-for-profit organizations, municipalities and other provincially regulated entities. The Ministry of Infrastructure would like to highlight two measures related to this initiative:

1. Amendments to the *Building Broadband Faster Act, 2021* (BBFA) to address barriers to timely municipal permit approvals and efficient infrastructure data collection.
2. Updated guidance to broadband stakeholders through a new version of the *Building Broadband Faster in Ontario Guideline*.

**BBFA Amendments**

The *Less Red Tape, Stronger Economy Act, 2023* (formerly Bill 91) received Royal Assent on June 8, 2023, amending the *Building Broadband Faster Act, 2021* (BBFA) to remove further barriers or delays to designated broadband project construction and to support a streamlined approach to the deployment of high-speed internet infrastructure in the province.

The amendments to the BBFA provided the Minister of Infrastructure with authority to set out certain new regulatory requirements related to infrastructure data collection and conditions for municipal permitting. Effective July 1, 2023, O. Reg. 436/22 Definitions

and Prescribed Provisions under the BBFA was amended, by way of a Minister's amending regulation, to set out the following:

1. **For infrastructure data collection under s. 20.1 of the BBFA:** Upon request from the Minister of Infrastructure, certain persons or entities who own or operate utility infrastructure within 100 metres of a designated broadband project must submit the requested data in the form required by the Minister within 15 business days of receiving the request.
2. **For municipal permitting under s. 10.1 of the BBFA:** Municipalities may not require proponents to execute a legal agreement in advance of providing access to municipal rights-of-way under s. 10.1 of the BBFA. However, municipalities may require internet service providers (ISPs) to agree in writing to take steps to negotiate such agreements in good faith as soon as reasonably possible as a condition for providing access to their rights-of-way.

These changes are intended to advance broadband projects and ensure mechanisms are in place to protect the interests of municipalities. The Ministry of Infrastructure is developing resources to support municipalities with cost recovery related to designated broadband projects and will ensure that appropriate measures are in place to protect data that is shared.

### **Building Broadband Faster in Ontario Guideline (Version 3.0)**

The Ministry of Infrastructure and Infrastructure Ontario has also updated the Building Broadband Faster in Ontario Guideline (Version 3.0). This Guideline was first released in April 2021 with input from municipalities, ministries, and other partners as a tool to expedite the delivery of designated high-speed internet projects. It was updated in August 2022 as well as in August 2023, to reflect new regulatory requirements that came into effect after its original release.

Guideline 3.0 provides additional clarity and best practices for completing work for designated broadband projects in compliance with legislative and regulatory requirements under the BBFA, the *Ontario Underground Infrastructure Notification System Act, 2012* (One Call Act) and the *Ontario Energy Board Act, 1998* (OEBA).

Key updates to the Guideline include:

- Information on new regulatory measures, including those under the BBFA mentioned above in addition to amendments to the OEBA and One Call Act regulations.

- A new process to help resolve disputes between parties and work with sectors to ensure that they comply with the laws and regulations that are helping to build broadband faster.
- Clarity on the Ministry of Transportation's efforts to speed up their permit process for provincially funded broadband projects.
- Additional guidance on cost sharing for using electric infrastructure to build these projects.

To review the updated Guideline, please visit [Building Broadband Faster in Ontario](#).

### **Support Tools**

Infrastructure Ontario has tools in place that will provide assistance to municipalities, proponents of designated broadband projects and other stakeholders related to new requirements under the legislation and the overall implementation of these projects across the province. These include the Technical Assistance Team (TAT) and the use of an online platform called the Broadband One Window (BOW). The TAT plays a key role in supporting permit applications and facilitating resolutions between stakeholders if disputes arise. BOW will help stakeholders work collaboratively to review and approve permitting applications, share data, and provide progress updates on project milestones.

To get in touch with TAT for assistance, you can e-mail [TAT@infrastructureontario.ca](mailto:TAT@infrastructureontario.ca), or submit a TAT support request through the BOW platform. I also welcome you to contact [broadband@ontario.ca](mailto:broadband@ontario.ca) if you have general questions about the government's work and wish to speak with a ministry official.

### **Next Steps**

In the coming weeks, the Ministry of Infrastructure will engage the Association of Municipalities of Ontario to co-develop resources intended to support municipalities with timely permit approvals while ensuring they can appropriately control access to their rights-of-way. There is still considerable work underway to bring access to high-speed internet to every community in Ontario by the end of 2025. We appreciate your continued partnership in helping us achieve this important goal.



# The Corporation of The Town of Amherstburg

August 15, 2023

SENT VIA EMAIL

Premier of Ontario  
Legislative Building  
Queens Park  
Toronto, ON, M7A 1A4

## **Re: Town of Amherstburg Support Resolution - Violence Against Women**

Dear Premier Ford,

Please be advised that the Town of Amherstburg, Town Council passed the following resolution at their regular meeting held on August 14, 2023:

### ***That:***

1. The Town of Amherstburg **RECEIVE** correspondence from Violence Against Women Coordinating Committee Windsor Essex (VAWCCWE);
2. The Town of Amherstburg **DECLARE** Intimate Partner Violence (IPV) as an epidemic; and,
3. Correspondence stating such **BE FORWARDED** to the Honourable Doug Ford, Premier of Ontario, Local MPPs, and the Minister of Women's Social and Economic Opportunity.

**Motion Carried.**

Regards,

Sarah Sabihuddin  
Deputy Clerk, Town of Amherstburg  
(519) 736-0012 ext. 2216  
[ssabihuddin@amherstburg.ca](mailto:ssabihuddin@amherstburg.ca)

cc:  
Minister of Women's Social and Economic Opportunity;  
Local MPPs;  
Association of Municipalities of Ontario;  
All Ontario Municipalities.



**NOTICE OF COMPLETE APPLICATION AND VIRTUAL PUBLIC MEETING**  
**Official Plan Amendment - File Number OPA-04**  
**Ruthven Secondary Settlement Area Land Swap**  
**(Town of Kingsville)**

**WEDNESDAY SEPTEMBER 13, 2023 at 6:00 PM**

**Live stream on the County of Essex website <https://video.isilive.ca/countyofessex/live.html>**

**Purpose**

Essex County Council will hold a public meeting, through virtual means, pursuant to Sections 17 and 22 of the *Planning Act, R.S.O., 1990*, as amended, for the purposes of amending the County of Essex Official Plan to reconfigure the Secondary Settlement Area boundary on the parcel of land on the northeast corner of Road 2 East and Peterson Lane in Ruthven (Town of Kingsville). There will be no additional land added to the Secondary Settlement Area. The amendment is a swap of 1.071 acres of land between the Agricultural designation and the Secondary Settlement Area designation to reconfigure the Secondary Settlement Area boundary, as shown on the map below. The amendment has been requested in order to support the required design of a future plan of subdivision application.

**Members of the public who want to watch the meeting** can view the live stream on the County of Essex website: <https://video.isilive.ca/countyofessex/live.html>

**There is no in-person attendance available for this meeting.**

**Members of the public who wish to participate during the Public Meeting and provide their comments directly to Council on the Official Plan Amendment can do so virtually and must register** with the Clerk's Office to be a delegate no later than 12 p.m. (noon) on Friday, September 8, 2023. Delegations will be limited to five minutes. To register as a delegate, please complete the online form at the following link <https://eforms.countyofessex.ca/Council-Services/2023-09-13-County-Official-Plan-Delegation-Request> or by scanning the following QR code:

To participate virtually, you will need access to a computer or tablet with internet service or a telephone. There is no in-person attendance available for this meeting. Your application to participate as a delegate will be reviewed and you will be notified by the Clerk if your request has been approved. Only registered and confirmed delegates may bring forward presentations or information to be considered as part of the Official Plan Amendment process at the Public Meeting.



**Your Input is Important**

Any person may participate in the virtual Public Meeting and/or provide written or verbal representation. If you are unable to participate in the virtual meeting, you may provide written comments by submitting them to the address or email below. Please include your mailing address with your written comments.

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

**By Email:** [rbelanger@countyofessex.ca](mailto:rbelanger@countyofessex.ca)

**If you wish to be notified of County Council's decision** regarding the proposed Official Plan Amendment, you must make a written request to Rebecca Belanger, MCIP, RPP, Manager, Planning Services, at the address or email shown above and such request must include the name and mailing address to which such notice should be sent.

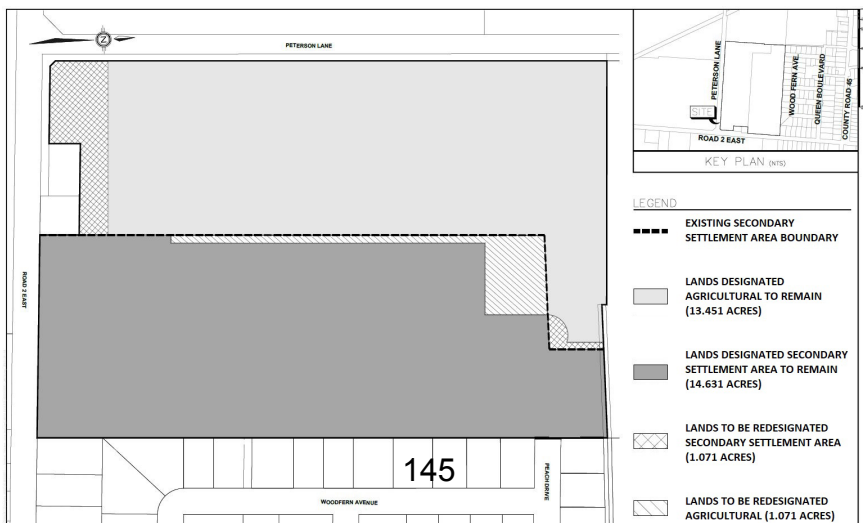
**If a Person or Public Body** does not make oral submissions at a public meeting or make written submissions to the Municipal Clerk of the County of Essex before the Official Plan Amendment is adopted, the person or public body is not entitled to appeal the decision of County Council to the Ontario Land Tribunal (OLT).

**If a Person or Public Body** does not make oral submissions at a public meeting or make written submissions to the Municipal Clerk of the County of Essex before the Official Plan Amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

**Additional Information** relating to this matter can be made available for public review, by contacting Rebecca Belanger, MCIP, RPP, Manager, Planning Services, at [rbelanger@countyofessex.ca](mailto:rbelanger@countyofessex.ca) or by calling 519-776-6441 extension 1325.

**Notice of Collection**

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





**RE: Streamlining of Approvals under the Aggregate Resources Act and Supporting Policy**

Greetings,

Further to my letter dated May 29<sup>th</sup>, I am writing to inform you that after reviewing and considering the feedback received in response to the ministry's proposal (ERO # [019-6767](#)), a decision has been made to move forward with the expanded list of changes that can be made to existing pit or quarry site plans in Ontario without ministry approval (provided specific conditions and eligibility criteria are met).

These changes will add five additional activities to the existing list of routine site plan amendments that may be self-filed by authorized pit and quarry operators in Ontario. It's important to note that only those site plan amendments which satisfy all conditions and criteria set out in the updated regulation are eligible for submission under the self-filing process. All other amendments will continue to be subject to review and authorization by the ministry under the formal amendment process.

For complete details of these changes please refer to amended section 7.2 of [Ontario Regulation 244/97](#).

In addition to these changes, we have made administrative updates to the Technical Reports and Information Standards document, as well as the Amendment Without Approval and Objection forms. You can access the latest versions of these documents through our website, at [ontario.ca/aggregates](http://ontario.ca/aggregates).

No decision has been made yet with respect to the proposed amendments policy that was consulted on as part of the same proposal. The ministry continues to review and consider the feedback received in response to the proposed policy and will communicate the outcome once a decision has been reached, including a decision notice on Environmental Registry.

In the meantime, if you have any questions about these changes or should you require a French version of this letter, please contact us by email at [aggregates@ontario.ca](mailto:aggregates@ontario.ca).

Sincerely,

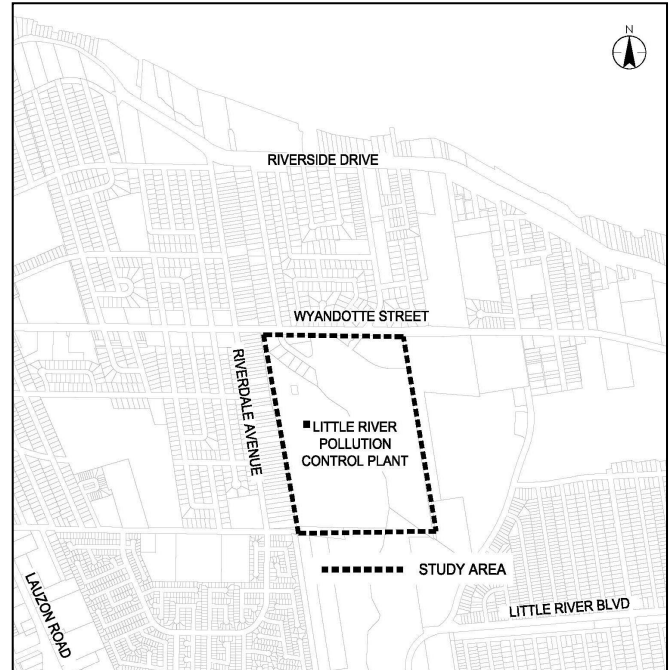


Jennifer Keyes,  
Director, Resources Planning and Development Policy Branch

## LITTLE RIVER POLLUTION CONTROL PLANT EXPANSION MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT

### THE STUDY

The City of Windsor is undertaking a Schedule 'C' Municipal Class Environmental Assessment (Class EA) for the Little River Pollution Control Plant (LRPCP). In general, the study objective is to follow the planning process defined under the *Environmental Assessment Act* to arrive at an environmentally responsible and cost-effective solution to address the need for additional wastewater treatment capacity at the LRPCP. This study will satisfy Phase No.'s 1 through 4 of the Class EA process including: (Phase 1) review of background information and definition of a problem statement, (Phase 2) evaluation of alternative solutions, (Phase 3) evaluation of alternative design concepts, and (Phase 4) preparation of an environmental study report.



### PROJECT BACKGROUND

In 2020, the City of Windsor endorsed its first comprehensive Sewer and Coastal Flood Protection Master Plan (SMP). The SMP identified treatment capacity issues at the LRPCP and confirmed that during severe wet weather conditions the facility is unable to treat all wet weather flow. During these events flow in excess of the LRPCP wet weather treatment capacity is by-passed to the nearby Pontiac Pumping Station and discharged to the Little River as a combined sewer overflow (CSO). The Ministry of Environment, Conservation and Parks has indicated that any future expansion of the LRPCP should eliminate the need for CSO.

In 2021, the City of Windsor initiated a master servicing plan for the Sandwich South Area geared towards providing the required municipal infrastructure in support of growth. The Sandwich South Master Service Plan, a Municipal Class EA discussed the capacity limitations of the existing LRPCP and recommended to increase the capacity to accommodate the future Sandwich South development.

### PUBLIC CONSULTATION

This notice of study commencement marks the initiation of the public consultation process for this project. Throughout this project the public will be invited to attend public open houses where interested individuals can learn more about the project, ask questions, and submit feedback to the project team.

If you have any questions or if you wish to be added to the study mailing list, please contact:

Chandana Walgama, P. Eng.  
Pollution Control Project Engineer, City of Windsor  
4155 Ojibway Parkway  
Windsor, Ontario, N9C 4A5  
519-253-7111 ext. 3274  
[cwalgama@citywindsor.ca](mailto:cwalgama@citywindsor.ca)

Jian Li, Ph.D., P. Eng.  
Project Manager, Stantec Consulting  
2555 Ouellette Avenue, Suite 100  
Windsor, Ontario, N8X 1L9  
226-704-3039  
[jian.li@stantec.com](mailto:jian.li@stantec.com)

Personal information submitted is collected, maintained, and disclosed under the authority of the *Environmental Assessment Act* and the *Municipal Freedom of Information and Protection of Privacy Act* for transparency and consultation purposes. Personal information you submit will become part of a public record that is available to the general public, unless you request that your personal information remain confidential.

**From:** Daniel Salvatore <[daniel.salvatore@cn.ca](mailto:daniel.salvatore@cn.ca)>  
**Sent:** Monday, August 14, 2023 2:33 PM  
**To:** Margaret Misk-Evans <[mevans@tecumseh.ca](mailto:mevans@tecumseh.ca)>  
**Subject:** Rail Safety Week 2023 – Sept 18-24, 2023 | Proclamation request – Follow up

Dear Ms. Misk-Evans:

I hope that this note finds you well and that you are enjoying the summer months. I wanted to take a moment to follow up with you on a note that CN's Chief of Police Stephen Covey would have sent you in July pertaining to Rail Safety Week 2023.

Year after year we at CN do our best to promote a better understanding and knowledge about the risks of being near railroad tracks. Every year more than 2,100 North Americans are killed or seriously injured because of unsafe behaviour around tracks and trains – every one of these incidents and deaths are preventable.

We would ask that you and council consider adopting the attached draft proclamation and that if you do choose to do so that you please send a copy of that proclamation via email to [marie-pier.triganne@cn.ca](mailto:marie-pier.triganne@cn.ca).

Thank you for your time and consideration.

Regards,

Dan



**Daniel Salvatore**

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Manager Public Affairs, Ontario & Atlantic Canada

Corporate Services

C: **647-544-3368**

**RESOLUTION**  
**IN SUPPORT OF RAIL SAFETY WEEK**

**WHEREAS *Rail Safety Week*** is to be held across Canada from September 18 to 24, 2023;

**WHEREAS**, 232 railway crossing and trespassing incidents occurred in Canada in 2022; resulting in 66 avoidable fatalities and 43 avoidable serious injuries;

**WHEREAS**, educating and informing the public about rail safety (reminding the public that railway rights-of-way are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries cause by incidents involving trains and citizens; and

**Whereas** Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

**Whereas** CN has requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor \_\_\_\_\_

seconded by Councillor \_\_\_\_\_

It is hereby **RESOLVED** to support national ***Rail Safety Week*** to be held from September 18 to 24, 2023.



[www.operationlifesaver.ca](http://www.operationlifesaver.ca)

## **Policies and Priorities Committee Meeting**

### **Minutes**

Date: Tuesday, August 8, 2023

Time: 3:30 pm

Location: Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

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

Absent: Councillor, Alicia Higgison

Also Present: Chief Administrative Officer, Margaret Misek-Evans  
Director Legislative Services & Clerk, Robert Auger  
Director Public Works & Engineering Services, Phil Bartnik  
Director Technology & Client Services, Shaun Fuerth  
Director 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  
Director People & Culture, Michelle Drouillard

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

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

The Mayor calls the meeting to order at 3:30 pm.

#### **C. Land Acknowledgement**

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

Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

**D. Disclosure of Pecuniary Interest**

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

**E. Delegations**

1. New Procedural By-Law Ten Minute Workshop

The Director provides a brief overview of the new Council meeting agenda with the revisions approved in the Procedural By-Law.

**Motion: PPC - 07/23**

Moved By Deputy Mayor Joe Bachetti  
Seconded By Councillor Brian Houston

**That** the changes proposed in the Procedural By-law regarding Delegations and Council Agendas **be adopted**.

Carried

**F. Communications**

There are no Communication items presented to the Committee.

**G. Reports**

1. LCS-2023-21 Council Staff Relations Policy

**Motion: PPC - 08/23**

Moved By Councillor Brian Houston  
Seconded By Deputy Mayor Joe Bachetti

**That** Report LCS-2023-21 entitled "Council-Staff Relations Policy" **be received**;

**And that** the Council - Staff Relations Policy as appended to the LCS-2023-21 Report in Attachment 1 be recommended by the Policies and Priorities Committee for **approval and adoption** at the September 12, 2023, regular meeting of Council;

**And further that** the Clerk **be authorized** to make minor updates to the Council - Staff Relations Policy to remain compliant with other Town Policies and legislative amendments.

Carried

2. LCS-2023-20 Revision to Committee Application and Appointments Policy No. 4

**Motion: PPC - 09/23**

Moved By Councillor Rick Toniai  
Seconded By Councillor Brian Houston

**That** Report LCS-2023-20 entitled "Revisions to Committee Application and Appointments Policy No. 4" **be received;**

**And that** the revisions to Policy No. 4, as outlined in Attachment 1 of Report LCS-202320," **be approved.**

Carried

3. LCS-2023-24 Town of Tecumseh Sale of Surplus Land Policy

**Motion: PPC - 10/23**

Moved By Councillor James Dörner  
Seconded By Councillor Brian Houston

**That** Report LCS-2023-24 entitled "Town of Tecumseh Sale of Surplus Land Policy" **be received;**

**And that** the new Town of Tecumseh Sale of Surplus Land Policy in Attachment 1 be recommended by the **for approval and adoption** at the September 12, 2023, regular meeting of Council.

**And that** if Council approves and adopts the new Town of Tecumseh Sale of Surplus Land Policy that By-law 2003-09 be recommended for repeal by Council.

Carried

4. LCS-2023-25 Alley Closing and Sale Policy

**Motion: PPC - 11/23**

Moved By Councillor Rick Toniai  
Seconded By Councillor Tania Jobin

**That** Report LCS-2023-25 Town of Tecumseh Alley Closing and Sale Policy **be received** and be recommended for approval and adoption at the September 12, 2023, regular meeting of Council.



**And that** the further recommends that Council **give approval** to the fees proposed in the Report by way of amendment to the Town's Fees and Charges By-law.

Carried

5. TCS-2023-04 Social Media Policy

Get Christina to review the policies for formatting before next meeting.

**Motion: PPC - 12/23**

Moved By Councillor James Dorner

Seconded By Councillor Rick Tonial

**That** Report TCS-2023-04 entitled "Town of Tecumseh Social Media Policy" **be received**.

**And that** Attachment 1 to Report TCS-2023-04, Policy 80 – Social Media Policy, be recommended by the Policies and Priorities Committee for **approval and adoption** at the September 12, 2023, regular meeting of Council.

Carried

**H. Unfinished Business**

There are no Unfinished business items presented to the Committee.

**I. New Business**

Resident Emails

An inquiry is raised on the circulating resident emails and copying all Members of Council with a response. The Clerk advised on the proper protocol for resident emails.

**J. Next Meeting**

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

**K. Adjournment**

**Motion: PPC - 13/23**

Moved By Councillor Brian Houston  
Seconded By Councillor Tania Jobin

**That** there being no further business, the Tuesday, August 8, 2023 meeting of the Policies and Priorities Committee **be adjourned** at 4:38 pm.

Carried

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Gary McNamara, Mayor

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Robert Auger, Clerk



## The Corporation of the Town of Tecumseh

### Policy Manual

<b>Policy Number:</b>	<b>120</b>
<b>Effective Date:</b>	<b>August 9, 2023</b>
<b>Supersedes:</b>	N/A
<b>Approval:</b>	
<b>Subject:</b>	<b>Council Staff Relations Policy</b>

#### 1.0 Policy Statement

The Town will promote a respectful, tolerant, and harassment-free relationship and workplace between members of Council and the Officers and Employees of the Town, guided by the Code of Conduct for the Members of Council and Local Boards, the Rules of Employee Conduct, the Workplace Violence and Harassment Policy, and the Procedural By-Law.

#### 2.0 Scope

This Policy sets out the Town policy pertaining to the relationship between members of Council, Officers, and Employees of the Town for the purposes of clause 2.1. of Section 270 (1) of the *Municipal Act, 2001, S.O. 2001, c.25*.

#### 3.0 Purpose

This Policy provides guidance on how the Town ensures a respectful, tolerant, and harassment-free relationship and workplace between members of Tecumseh Council and the Officers and Employees of the Town.

#### 4.0 Definitions

- 4.1 “CAO” means the Chief Administrative Officer for the Town of Tecumseh.
- 4.2 “Code of Conduct” means the current Policy No. 63 regarding the Code of Conduct for Members of Council, Committees and Local boards.

- 4.3 “Town” means The Corporation of the Town of Tecumseh.
- 4.4 “Council Member” means a member of the Council of The Corporation of the Town of Tecumseh.
- 4.5 “Town Council” means the elected body of The Corporation of the Town of Tecumseh.
- 4.6 “Officers / Employee” means the officers and employees of the Corporation of the Town of Tecumseh, including the CAO.

## 5.0 Policy

The relationships between members of Town Council and the Officers and Employees of the Town are to be guided by the following:

### 5.1 Code of Conduct for Members of Town of Tecumseh Council

The Code of Conduct for Members of the Town of Tecumseh Council is to establish guidelines for ethical behaviour required by Members;

- a. to establish guidelines to encourage and ensure interpersonal conduct, communications, and interactions consistent with legal requirements (i.e., *Occupational Health and Safety Act*, or Ontario Human Rights Code);
- b. to provide mechanisms to ensure accountability and compliance with the required ethical and interpersonal conduct standards of the Code of Conduct;
- c. to be consistent with and advance the interests of the community they serve;
- d. to be consistent with the well-being and interest of the Town;
- e. to be consistent with the Town’s interest in transparency and accountability;
- f. to reflect a diligent and impartial exercise of the office held to the best of the Member’s knowledge and ability;
- g. to reflect the Member’s adherence to obligations in connection with avoidance of conflicts of interests; and
- h. to be consistent with the legal deliverables governing interpersonal interactions (i.e., civil, and respectful, free from harassment or discrimination, free from violence or the threat of violence).

## **5.2 Rules of Employee Conduct**

The Rules of Employee Conduct is to provide general guidelines on appropriate and expected conduct, specifically:

- a. Employees shall show courtesy and respect in their dealings with co-workers and members of management including Council Members. Assaultive or abusive behaviour of any type will not be tolerated. Harassment, including sexual harassment, of any person is absolutely prohibited.
- b. Employees of the Town are expected to:
  - i recognize that Town Council is the elected voice of the citizens and respect the decision of Town Council;
  - ii distinguish between their own personal comments or opinions and those related to their employment with the Town.
- c. Employees of the Town are expected not to:
  - i make comments that disparage or harm the reputation of the Town or its Council or their co-workers;
  - ii claim to speak on behalf of the Town unless they have been authorized to do so;
  - iii make personal comments using Town letterhead, Town email addresses, or anything else that implies a connection between our personal comments or opinions and the Town.

## **5.3 Violence and Harassment in the Workplace**

The Town of Tecumseh Violence and Harassment in the Workplace Policy states as follows:

- a. “The Town is committed to the early identification of and prevention of workplace violence and workplace harassment and to taking all reasonable precautions to protect workers from same.”
- b. “All allegations of workplace violence and workplace harassment will be investigated.”
- c. “Any form or manner of workplace violence and workplace harassment will not be tolerated. Employees who are found to have

engaged in such conduct will be subject to disciplinary action up to and including the termination of their employment.”

#### **5.4 Procedural By-Law**

The Procedural By-Law established the rules to govern the proceedings of Council and its Committees/Local Boards, and the conduct of its Members and the calling of meetings. Members of Town Council and Town Employees are expected to observe and follow the Procedural By-Law when attending any Council or Committee meetings. Specifically, Section 1.b.1. regarding the “Rules of Order” for Members indicates “no Member shall:

- a. speak disrespectfully of His Majesty the King or any of the Royal Family, or the Governor-General, Lieutenant-Governor or any member of the Senate, the House of Commons of Canada, or the Legislative Assembly of Ontario.”

Members of Town Council and Town Employees are expected to observe and follow the Procedural By-Law when attending any Council or Committee meetings.

## **6.0 Roles of Members of Council**

- 6.1 Seek to advance the common good of the community of which they serve.
- 6.2 To maintain policy focus by representing the Town, providing direction, and creating policy.
- 6.3 Truly, faithfully, and impartially exercise the Office to the best of their knowledge and ability.
- 6.4 Govern and provide political direction.
- 6.5 Act in a way that enhances public confidence in local government.
- 6.6 Set strategic objectives and goals for the organization based on consultation with administration and community members.
- 6.7 Give direction to Administration through Council resolution or By-law.
- 6.8 Govern the management of the organization through the CAO.
- 6.9 Adhere to the Code of Conduct for Members of Council and Local Boards.
- 6.10 Refrain from conduct that could constitute an act of disorder or misbehaviour, is an abuse of power or otherwise amounts to

discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others.

## **7.0 Role of Employees**

- 7.1 Provide timely reports to Council outlining factors that will assist in their decision-making process and provide information based upon professional expertise and good judgement, and free from undue influence from any member or members of Council.
- 7.2 Research policy issues as needed.
- 7.3 Implement Council's decisions.
- 7.4 Manage and identify the means for achieving corporate goals and outcomes.
- 7.5 Provide appropriate follow-up to Council questions and keep members of Council updated as appropriate.
- 7.6 Refrain from conduct that could constitute an act of disorder or misbehaviour, is an abuse of power or otherwise amounts to discrimination, intimidation, harassment, verbal abuse, or the adverse treatment of others.

## **8.0 Adherence**

Members of Council and Officers and Employees of the Town, to the extent applicable, are required to adhere to this Policy and its governing provisions, including the Code of Conduct for Members of Council, the Rules of Employee Conduct, Violence and Harassment in the Workplace Policy and Procedural By-Law.

## **9.0 Delegated Authority**

The Clerk shall be responsible for receiving complaints and/or concerns related to this Policy. Upon receipt of a complaint and/or concern, the Clerk shall notify:

- 9.1 in the case of Officers and Employees of the Town, the CAO and Director People & Culture regarding Rules of Employee Conduct and Policy No. 68 Workplace Violence and Harassment; or
- 9.2 in the case of a member of Council, the Integrity Commissioner regarding Code of Conduct.



The Clerk is responsible for the periodic review of this Policy and shall present it to Town Council for consideration of amendment once per term.

## **10.0 Associated Documents**

- *Municipal Act*, 2001, S.O., c.25 as amended, s.270(1)
- Procedural By-law 2017-62
- Policy No. 63 Code of Conduct for Members of Council and Local Boards
- Rules of Employee Conduct
- Policy No. 68 Workplace Violence and Harassment Policy



## The Corporation of the Town of Tecumseh

### Policy Manual

<b>Policy Number:</b>	<b>99</b>
<b>Effective Date:</b>	<b>August 8, 2023</b>
<b>Supersedes:</b>	Alley Closing Policy 99 (11/12/2019)
<b>Approval:</b>	<a href="#">Click or tap here to enter text.</a>
<b>Subject:</b>	<b>Alley Closing and Sale Policy</b>

#### 1. Purpose

- 1.1 To abide by Section 270(1) of the *Municipal Act, 2001* (the “**Act**”) that requires all municipalities to adopt and maintain a policy with respect to the “sale and other disposition of land”.
- 1.2 To establish consistent, transparent, and fair procedures relating to the Disposal of streets, alleys, and road allowances to abutting owner(s).

#### 2. Scope

- 2.1 The scope includes all municipally owned streets, alleys, and road allowances within the Town. This Policy is applicable to the potential disposal of:
  - 2.1.1 a street, alley, or road allowance not previously deemed surplus to the needs of the Town, to abutting property owner(s) completed with Council direction.
  - 2.1.2 land that does not have direct access to a highway not previously deemed surplus to the needs of the Town, to the owner(s) of land abutting that land.

#### 3. Procedure

This procedure outlines the process for closing and deeding municipal streets, alleys, and road allowances to abutting owners.

### 3.1 **Street and/or Alley Search**

- 3.1.1 An abutting landowner (“**Applicant**”) completes a request for a Street or Alley search, submits it to the Director Legislative Services and Clerk or designate (“**Director**”) and pays the applicable title search fee. The Applicant will be given the “Instructions to Applicants for Right-of-way Closings” document in the form and manner attached hereto as Schedule A (as may be amended from time to time).
- 3.1.2 Within ten (10) days thereafter the Director processes the form and performs a search to identify:
- i. Whether the street, alley, or road allowance (collectively “**Right-of-way**”) is an open municipal Right-of-way.
  - ii. Whether the Right-of-way may have easements or other considerations on title that would make the subject property unsuitable for closure.
- 3.1.3 Within thirty (30) days after performing the search the Director reviews the results of the search and circulates further to internal town departments for consultation as appropriate to review the requested closure and determine if the Right-of-way should be closed and conveyed. In determining if a Right-of-way should or should not be closed and conveyed, the Director shall have regard to the Alley Classification Guidelines attached as Schedule B to this Policy.
- 3.1.4 If the Director determines that the Right-of-way should not be closed, the Applicant will be notified in writing of the decision, and that decision may be appealed in writing within seven (7) calendar days from the date the Applicant was notified of the Director’s decision. Such appeal to Council shall be:
- i. by way of correspondence detailing the reasons for such appeal; and
  - ii. addressed to Council and sent to the Municipal Clerk for inclusion on the next available regular council meeting agenda. At such meeting Council will support or not support the appeal by way of resolution and its decision shall be final.

3.1.5 A Right-of-way may not be closed where the effect of the closure would deprive an abutting property owner of their only means of access. A partial closure of the Right-of-way may be considered if it maintains access for that affected abutting property owner.

3.1.6 If the Director (or Council) determines the Right-of-way may be closed, the Applicant must then submit an Application to Close a Street or Alley in the form and manner attached as Schedule C hereto (as may be amended from time to time) to the Director within thirty (30) days thereafter.

3.1.7 The application fee must be paid in full but may be split amongst affected abutting property owners.

### **3.2 Street and/or Alley Closing Circulation**

3.2.1 Within ten (10) days upon receipt of an Application to Close a Street or Alley, the Director will circulate the application further for comment within thirty (30) days to the appropriate utility companies and other outside agencies such as the Essex Region Conservation Authority, as appropriate.

3.2.2 The Director will review the comments.

### **3.3 Reporting and Approval Process**

3.3.1 Within forty-five (45) days after receipt of comments from external agencies, the Director will prepare a report and bring before Council to identify the results of the review, comments received, and provide a recommendation on whether the Right-of-way may or may not be stopped up, closed, and offered for conveyance to the abutting landowners.

3.3.2 Notification will be provided to all abutting or affected landowners of the Council meeting at which this matter will be discussed.

### **3.4 Notice to Landowners of Opportunity to Purchase and Estimate of Costs**

3.4.1 Once Council has received and approved the report and directed Administration to provide a copy of the approved report together with an estimate of costs to the affected landowners, then within thirty (30) days thereafter a notice re: Opportunity to Purchase and Estimate for Costs for the Closure and Conveyance of a Street or Alley in the form and manner attached hereto as Schedule D (as may be amended from time to time) will be prepared and sent by

the Director to the property owners abutting the Right-of-way to be closed, and will include:

- i. The cost to reimburse the Town for the completion of a 12R plan from a registered Ontario Land Surveyor.
- ii. The fair market value cost of the parcel(s).
- iii. Title registration fees.
- iv. Costs associated with any applicable easements, relocation or removal of a sewer, water, gas mains, telephone and/or hydro lines.
- v. The closed Right-of-way will be sold in “as is” condition.
- vi. Notice that the landowners bear all costs associated with legal fees for the preparation of the deed.
- vii. Notice that failure by an abutting landowner to accept the estimate constitutes a refusal to participate further in the process and could result in the affected parcel being sold to another abutting landowner.
- viii. Notice that the costs are proportionate, and estimates may change depending on the number of abutting landowners willing to acquire their portion of the Right-of-way.
- ix. An amount to be refunded, should the process be stopped for any reason, for example in the case that:
  - The Town terminates the process.
  - There are too few interested parties.
  - A landowner identifies an existing use as a Right-of-way.
  - Easements or other title conditions cannot be accommodated or rectified.
- x. Notice that by agreeing to apply to purchase the closed municipal Right-of-way, the abutting landowners also agree to any easements, encroachments, or other considerations deemed necessary to close the Right-of-way and ensure access to existing utilities or infrastructure.

- xi. Notice that the Town reserves the right to terminate the process if less than 100% of the subject lands are not claimed.
- xii. The deadline to respond to the notice and pay the cost estimate.
- xiii. An acknowledgement that the associated estimated costs which are not recovered will be equally divided amongst the landowners who have agreed to purchase their portion of the Right-of-way. These landowners will be given further notice of any increase in their proportionate share of the costs and will be given a deadline to bring in the increase.

3.4.2 Landowners will be offered the opportunity to apply to purchase subject lands based upon proximity to the affected lands in the following manner:

- i. Primacy will be given to landowners abutting the Right-of-way to the middle of the Right-of-way, any constructed barrier (such as a fence), natural features, or any other division of the Right-of-way the Town deems appropriate.
- ii. In the event the landowner given first choice on the acquisition of a portion of the subject land declines the offer to purchase, secondary consideration will be given to the landowner who abuts the same section of the Right-of-way.
- iii. Tertiary considerations for the subject lands can be considered thereafter by the Director, including consideration to be given to other landowners abutting the street, alley, or road allowance or such other considerations that may or may not involve the conveyance of all the subject Right-of-way.

### 3.5 **By-law**

3.5.1 Upon the acceptance of the estimate by the majority of the abutting landowners, the Director will within thirty (30) days thereafter prepare and send to Council a By-law to close the Right-of-way to convert it from a municipal Right-of-way to municipally owned lands. The By-law shall include all necessary easements, encroachments, or agreements to access, support, repair, maintain utilities and/or Town infrastructure, how the Right-of-way will be divided and the cost to each landowner who has agreed to acquire their section of the Right-of-way.

- 3.5.2 Upon adoption of the By-law, the Director will thirty (30) days thereafter arrange for the By-law to be registered and distributed, as appropriate.

### **3.6 Deed Preparation**

- 3.6.1 Within thirty (30) days thereof the Director will notify the abutting landowners who have agreed to purchase a portion of the Right-of-way of the registration of the By-law.
- 3.6.2 Once the By-law is approved, the noted conditions, easements, and/or encroachments shall be added to the title.
- 3.6.3 The Director will arrange to have deeds prepared for all abutting landowners who have agreed to purchase their portion of the closed Right-of-way including all applicable easements, encroachments, or other conditions, as set out in the By-law.
- 3.6.4 Deeds prepared in this manner will be reviewed and subject to approval by the Town or an authority that the Town secures for this purpose.
- 3.6.5 Any costs which have not been recovered must be paid in full prior to the Town releasing the deed to the abutting landowners. Any costs that have not been recovered may also, where applicable, be added to the tax roll and collected in the same manner as taxes.
- 3.6.6 Following the completion of all prior steps, notice is provided of the successful completion of registration on title and the deed is signed and provided to the successful Applicant(s).

## **4. Policy Review**

This Policy shall be reviewed every five (5) years from the date it becomes effective, and/or sooner at the discretion of the CAO or designate.

## **5. References and Related Documents**

- *Municipal Act, 2001*
- *Expropriations Act, 1990*
- *Planning Act, 1990*





## The Corporation of the Town of Tecumseh

### Policy Manual

<b>Policy Number:</b>	<b>119</b>
<b>Effective Date:</b>	<b>August 8, 2023</b>
<b>Supersedes:</b>	By-Law 2003-09 repealed August 8, 2023
<b>Approval:</b>	Click or tap here to enter text.
<b>Subject:</b>	<b>Sale of Surplus Land</b>

### Table of Contents

1. Purpose.....	3
2. Scope.....	3
3. Definitions .....	4
4. Interpretations .....	5
5. General Conditions .....	6
5.1 Council Privilege .....	6
5.2 Standardization .....	6
5.3 Declaration of Surplus Property .....	6
5.4 Notifications .....	7
5.5 Property Values .....	7
5.6 Appraisals .....	8
5.7 Land Surveys .....	8
5.8 Methods of Disposal .....	9
5.9 Real Property Transactions.....	10

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5.10	Parkland and Natural Environment Areas .....	10
5.11	Heritage Properties .....	10
5.12	Disposal Price .....	11
5.13	Offers of Purchase .....	11
5.14	Financial Responsibilities.....	11
5.15	Reporting .....	12
5.16	Authorizing By-Law .....	13
5.17	Closed Session .....	13
6.	Responsibilities .....	13
7.	References and Related Documents .....	15

## 1. Purpose

- 1.1 To abide by Section 270(1) of the *Municipal Act, 2001* (the “Act”) that requires all municipalities to adopt and maintain a policy with respect to the “sale and other disposition of land”.
- 1.1 To establish consistent, transparent, and fair procedures relating to the Disposal of Real Property deemed surplus to the needs of the Town.

## 2. Scope

- 2.1 Subject to Section 2.2, this Policy is applicable to all Town operations involving the Sale of Surplus Land, including any agencies, boards, or commissions whose financial operations are accounted for within the Town’s financial statements.
- 2.2 This Policy is not applicable to the Disposal of land where:
  - 2.2.1 The transaction is governed by the federal and/or provincial government:
    - a. The sale of lands for Tax Arrears as indicated in the *Municipal Act, 2001*.
    - b. The expropriation of land under the *Expropriations Act, 1990*.
    - c. Any other situations as governed by provincial or federal legislation.
  - 2.2.2 The transaction is completed in accordance with Council direction and the legal entity obtaining ownership or interest in the land is any government authority.
  - 2.2.3 The Town is transferring land to a corporation in which the Town is the sole shareholder, and the transaction is completed in accordance with Council direction.
  - 2.2.4 The property is deemed to be a Special Project and the transaction is completed in accordance with Council direction.
  - 2.2.5 A closed alley, closed road, road allowance or Right-of-way is conveyed to an abutting property owner(s) and the transaction is completed pursuant to the Town’s Alley Closing Policy or otherwise with Council direction.

- 2.2.6 Land that does not have direct access to a highway is sold to the owner(s) of land abutting that land.
- 2.2.7 Other Agreements authorized by Council, such as a development agreement.
- 2.2.8 Land that is transferred by the Town to a developer through the site plan or other subdivision development process in exchange for land of equal or greater value.
- 2.3 This policy shall be reviewed every five (5) years from the date it becomes effective, and/or sooner at the discretion of the Chief Administrative Officer (CAO) or designate.

### 3. Definitions

- 3.1 **“Agreement of Purchase and Sale”** means a legal document that binds the Corporation of the Town of Tecumseh and all other parties, subject to the provisions of the contract.
- 3.2 **“Appraisal”** is a written opinion of the fair market value of the Surplus Property and may include a letter of opinion.
- 3.3 **“Disposal”** is the sale, transfer, conveyance, or exchange for other lands of the fee simple interest in the Surplus Property or the granting of a lease of 21 years or longer by the Town. A Disposal does not include the granting or release of an easement or a right-of-way, the granting of a lease less than 21 years, or the granting of a license.
- 3.4 **“Execute”** means to legally bind the Corporation of the Town of Tecumseh to the terms and conditions defined within an agreement by applying signatures of designated signing authorities of all parties named in the agreement and the corporate seal (if applicable).
- 3.5 **“Expression of Interest (EOI)”** means a situation where a prospective purchaser has expressed a written interest in acquiring Real Property either solicited or unsolicited by the Town.
- 3.6 **“Market Value”** means the most probable price which a property should bring in a competitive and open market as of a specified date under all condition’s requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and in their own best interests and assuming the price is not affected by undue stimulus.
- 3.7 **“Non-Viable Real Property”** means surplus Real Property for which a building permit cannot be granted because it is either landlocked, or

because it is of insufficient size and shape to permit development unless developed in conjunction with abutting land.

- 3.8 **“Notice”** means the notification provided to the public in accordance with the provisions of this policy.
- 3.9 **“Other Land Interests”** is the granting of an interest in land that is not a disposal, such as easements, leases, encroachments, etc.
- 3.10 **“Real Property”** means land and buildings which are owned by the Town of Tecumseh, including Viable and Non-Viable property.
- 3.11 **“Sale”** means an agreement to purchase property for an agreed upon sum of money or declared equivalent in exchange for title to the property.
- 3.12 **“Special Project”** means Real Property to be used for development or other opportunity, as determined by Council.
- 3.13 **“Surplus Property”** means Real Property located in the Town of Tecumseh and owned by or for the benefit of the Town for which Council has determined that the disposition of the said land is in the best interests of the Town after a consideration of all relevant circumstances, including, but not limited to, the current and future programs and operational requirements of the Town.
- 3.14 **“Town”** means the Corporation of the Town of Tecumseh.
- 3.15 **“Viable Real Property”** means a parcel of land which, on its own, would be eligible for a building permit.

## 4. Interpretations

- 4.1 Any reference in this Policy to any statute or any section of a statute shall, unless expressly stated, be deemed to be reference to the statute as amended, restated, or re-enacted from time to time. Any references to a by-law or Town policy shall be deemed to be a reference to the most recent passed policy or by-law and any replacements thereto.
- 4.2 All dollars in this document are expressed in Canadian Dollars.
- 4.3 All solicitations and processes under this Policy shall be conducted in English.

## **5. General Conditions**

### **5.1 Council Privilege**

- 5.1.1 Council reserves the right to refuse, in its sole discretion, any submission to purchase any property or part thereof, regardless of whether the applicant has met all requirements herein.
- 5.1.2 Council reserves the right to adjust the Disposal price where, in the opinion of Council, it is in the best interests of the Town to do so.
- 5.1.3 Council reserves the authority to waive the application of any section of this Policy.

### **5.2 Standardization**

- 5.2.1 It will be the policy of the Town, wherever possible, to standardize the Disposal of Real Property to allow for the Town to:
  - a. Divest itself from Real Property with little to no value to the Town.
  - b. Maximize asset potential.
  - c. Reduce the risk or liability to the Town.
  - d. Promote growth and development within the Town of Tecumseh.
  - e. Institute fair and competitive bidding on Real Property.
  - f. Apply a consistent and streamlined process with regard to the Disposal of Real Property.

### **5.3 Declaration of Surplus Property**

- 5.3.1 The Director Legislative Services and Clerk or designate shall ensure that all utilities and third parties who have infrastructure, or other assets, located on the subject Real Property are consulted, prior to the Real Property being declared Surplus.
- 5.3.2 The Director Legislative Services and Clerk or designate shall obtain comments from Town departments regarding the resulting effects on operations prior to the subject Real Property being declared Surplus Property.

5.3.3 Prior to the Disposal of Real Property, and after receiving a written or verbal report from administration, Council, if it so wishes, shall declare the property Surplus Property by official resolution at a regular meeting of Council.

5.3.4 The Disposal of Viable or Non-Viable Real Property to abutting property owner(s) does not need to be declared surplus by Council prior to its Disposal.

#### **5.4 Notifications**

5.4.1 Notification of the intention to dispose of Real Property shall be provided to the public in any local publication (print and/or online) and/or the Town's website and/or the posting of a sign on the Real Property, for a period of not less than two (2) weeks.

5.4.2 The notice of the proposed Disposal shall contain the location of the Real Property by address or legal description, the name, title, and telephone number of one or more staff having information about the Disposal, a general description of the method of Disposal, and the latest date by which inquiries may be made to any staff member.

5.4.3 Notice may not be provided if the Disposal of Real Property is for a land exchange. This will be determined and approved by the CAO.

5.4.4 Lands that are exempted from the requirement for a declaration of surplus shall also be exempted from the requirement to provide public notice of the disposal.

5.4.5 If the Town is provided an Expression of Interest to purchase Real Property, subject to approval by Council, the Disposal of the subject Real Property may be conducted through direct negotiation with the potential buyer and public notice of the intent to dispose of the subject Real Property will not be provided. (See 5.8(b)(iii) herein).

#### **5.5 Property Values**

5.5.1 Prior to the negotiation of the Disposal of Viable Real Property, at least one Appraisal shall be obtained.

5.5.2 It is not necessary to obtain an appraisal when the estimated value of the Real Property to be disposed of is less than \$10,000.00, or when the cost of obtaining the appraisal would be more than 50% of the estimated value of the land.



- 5.5.3 In the event the Real Property is not disposed of by the Town within two (2) years of the effective date of the most recent appraisal obtained by the Town, an updated appraisal will be required.
- 5.5.4 Notwithstanding that certain lands are exempt from the requirements of this Policy as set out in 2.2, an appraisal shall still be required for those exempt lands prior to the Disposal with the exception of 5.5(b) above.
- 5.5.5 Disposal of Viable Real Property will be at the appraised value, or equivalent consideration, plus costs as shown below in section 5.13(a) unless Council directs otherwise.
- 5.5.6 Non-Viable Real Property which cannot be rendered viable by means of a consent under the *Planning Act*, regardless of location, will be disposed of at no less than on a full cost recovery basis unless otherwise directed by Council.
- 5.5.7 Non-Viable Real Property which can be rendered viable by means of consent under the *Planning Act* will be sold at appraised Market Value or equivalent consideration plus costs as shown below in section 5.13(a) unless Council directs otherwise.

## 5.6 Appraisals

- 5.6.1 Appraisals will be prepared by one of the following:
  - a. An independent qualified appraiser who may be a registered member in good standing of the Appraisal Institute of Canada.
  - b. A real estate brokerage firm or an independent real estate agent.
  - c. Any other person deemed by the CAO to be qualified for this purpose, including a qualified land assessor in the Province of Ontario.
  - d. The acquisition of professional services to provide Real Property Appraisals shall be conducted in accordance with the Town's Procurement By-Law or policies as may be applicable.

## 5.7 Land Surveys

- 5.7.1 Before the Disposal of any Real Property, the Town shall obtain or require a survey or reference plan of the Real Property from an

independent surveyor in accordance with the laws of the Province of Ontario. The acquisition of professional services to provide land surveys shall be conducted in accordance with the Town's Procurement By-Law or policies as may be applicable. The CAO may waive this requirement if an existing survey or reference plan is available.

## **5.8 Methods of Disposal**

### **5.8.1 Multiple Listing Service (MLS)**

- a. Subject to direction from Council, Viable Real Property will be listed on the Multiple Listing Service by a real estate brokerage firm or independent real estate agent retained by the Town for Real Property transactions. The retention of real estate brokers or agents to dispose of Viable Real Property shall be conducted in accordance with the Town's Procurement By-Law or policies as may be applicable.
- b. All Viable Real Property will be marketed for a period of at least thirty (30) n business days prior to the review and consideration of any offer to purchase, except as otherwise provided in this Policy.

### **5.8.2 Direct Negotiation**

- a. Viable Real Property or Non-Viable Real Property which can be rendered viable by means of a consent under the *Planning Act*, may be sold directly to the abutting property owner(s). If more than one abutting property owner wishes to acquire the Real Property, the Director of Legislative Services/Clerk or designate will contact the abutting owners to determine whether a consensus can be arrived at in splitting the property among interested abutting owners. In the event a consensus cannot be arrived at, all interested abutting owners will each be requested to provide the Town with an offer for the entire Real Property.
- b. Non-Viable Real Property which cannot be rendered viable by means of consent under the *Planning Act* may be sold directly to the abutting property owner(s) for lot consolidation purposes. Unless Council directs otherwise the sale of this type of property will be done for no less than on a full cost-recovery basis, including, but not limited to, survey costs, costs for plans, studies or reports, Appraisals, consulting fees, legal fees, disbursements, advertising, improvements,

and administrative costs. If more than one abutting property owner wishes to acquire the Non-Viable Real Property, the Director Legislative Services and Clerk or designate will contact the abutting owners to determine whether a consensus can be arrived at in splitting the Non-Viable Real Property and costs among interested abutting owners. In the event a consensus cannot be arrived at, all interested abutting owners will each be requested to provide the Town with an offer for the entire Non-Viable Real Property.

- c. If the Town receives an Expression of Interest to purchase Real Property, the Town may directly negotiate the sale of said property with the potential buyer upon Council's approval.

- 5.8.3 Subject to direction from Council, the Town reserves the right to dispose of Real Property by way of tender, public auction, or request for proposal/quotation.

## **5.9 Real Property Transactions**

- 5.9.1 Disposals will be done in a manner consistent with accepted conveyancing practices, and in accordance with all applicable federal and provincial legislation and municipal by-laws and policies.
- 5.9.2 The Director Legislative Services and Clerk, or designate, has the authority to extend or abridge the closing date or extend or abridge the time frames on any conditions previously approved by Council on any disposal provided such extension or abridgement does not change the intent of the approved disposal.

## **5.10 Parkland and Natural Environment Areas**

- 5.10.1 There will be no Disposal of parkland or natural environment areas without Council approval.
- 5.10.2 Disposal of parkland and other Real Property having significant natural features requires compliance with the Official Plan requirements and, if applicable, the implementation of appropriate measures to protect the significant natural features.

## **5.11 Heritage Properties**

- 5.11.1 There will be no Disposal of Real Property under Part IV or Part V of the *Ontario Heritage Act* (a "**Heritage Property**") without first a

report with recommendation from the Director, Development Services. Council can, after receipt of said report, decide to sell or dispose of the subject property with Council approval.

#### **5.12 Disposal Price**

- 5.12.1 A minimum Disposal price shall be determined by the Director Legislative Services and Clerk or designate based on either \$1.00 plus the estimated costs or the appraised value plus estimated costs incurred by the Town to dispose of the surplus Real Property. Costs may include, but are not limited to, the cost of; an Appraisal, Survey, plans, studies, reports, legal fees, disbursements, consulting fees, advertising, improvements, and administrative fees.
- 5.12.2 Where there is a variance of greater than 10% between the minimum Disposal price and the proposed sale price of the land, and the proposed sale price is less than the minimum Disposal price, the variance shall be approved by Council. Where there is a variance of 10% or less, and the proposed sale price is less than the minimum Disposal price, the variance shall be delegated to and approved by the CAO and reported to Council.

#### **5.13 Offers of Purchase**

- 5.13.1 All offers to purchase Real Property from the Town by means of an Agreement of Purchase and Sale must be accompanied by a deposit in an amount that is at least the greater of \$1,000 or 10% of the offered purchase price.
- 5.13.2 Unless otherwise directed by Council, all Disposals will be on a cash basis. If the CAO is of the option that exceptional and specific circumstances exist that would warrant consideration of disposal on something other than a cash basis, this will be presented to Council for consideration.

#### **5.14 Financial Responsibilities**

- 5.14.1 Unless otherwise negotiated in the Offer to Purchase, the purchaser shall be responsible for all costs incurred by the Town attributable to the sale or disposal of the subject property. These costs include, but are not limited to, the costs of; surveys, plans, studies, report costs, Appraisals, consulting fees, legal fees, disbursements, advertising, improvements, and administrative fees.

- 5.14.2 Should expenses be incurred by the Town as part of the sale or disposal of the subject property or if the Town incurs expenses for the intention of the Disposal of Real Property, but efforts do not result in a sale, the expenses shall be paid from such reserve or account as determined by the Town Treasurer.
- 5.14.3 All proceeds from the disposition of Real Property shall be deposited into the applicable reserve or fund in accordance with Town Policy, third party agreements, legislation or as otherwise determined by the Town Treasurer.

## 5.15 Reporting

- 5.15.1 When Council is presented with a report considering the declaration of Real Property to be surplus, the report shall include at a minimum:
  - a. A description, location and sketch of the subject Real Property and its current uses.
  - b. The reason the Real Property should be declared surplus to the Town's needs.
  - c. Associated risk with selling/not selling the Real Property.
  - d. Persons, corporations, authorities, local boards, and bodies that should be contacted and notice given (other than general public notice).
  - e. Whether an Expression of Interest has been provided for the subject Real Property and details provided therein.
  - f. Recommendations as to the method of Sale.
  - g. Recommendations to terms and conditions of a potential Sale.
- 5.15.2 When Council is presented with a report to consider an offer to purchase, the report shall include at a minimum:
  - a. A summary of the process used to offer the Real Property for Sale and results thereof.
  - b. The potential purchaser and offered price for the subject Real Property.
  - c. Proposed future use of Real Property.

5.15.3 Discussions regarding the Disposal of Real Property may, as appropriate, be held in a closed in-camera session of Council as defined in the *Municipal Act, 2001*.

5.15.4 Any decisions to be made by Council as a result of discussions regarding the Disposal of Real Property in a closed session shall be reported in a public session by official resolution.

#### **5.16 Authorizing By-Law**

5.16.1 Any Disposal of Real Property shall be ratified by a by-law authorizing the sale at a regular meeting of Council.

#### **5.17 Closed Session**

5.17.1 All tenders, quotations, or offers may be presented to Council in Closed Session for discussion, in accordance with the closed meeting provisions of Section 239 of the *Municipal Act* (as amended), unless Council direction has been given to staff to negotiate the sale within certain terms or an alternate method of sale is approved by Council.

## **6. Responsibilities**

6.1 **Council** has the authority and responsibility to:

6.1.1 Refuse any submission to purchase any Real Property or part thereof.

6.1.2 Delegate their authority, by way of resolution, to the CAO in regard to this Policy as they see fit.

6.1.3 Declare Real Property surplus Property by official resolution at a public meeting of Council prior to the disposal of Real Property.

6.1.4 Approve offers of purchase and sale.

6.1.5 Consider the potential Disposal of un-serviced Real Property as recommended.

6.1.6 Consider the potential Disposal of parkland or natural environment areas as recommended.

6.1.7 Consult with Development Services regarding the Disposal of Heritage Property and approve or disallow the same.

- 6.1.8 Waive any section of this Policy.
- 6.2 The **CAO** has the authority and responsibility to:
  - 6.2.1 Act in a manner in which Council is responsible in regard to this Policy if said authority has been officially delegated by Council.
  - 6.2.2 Determine if public notice of the intent to sell Real Property is required on a case-by-case basis.
- 6.3 The **Director Legislative Services and Clerk** has the authority and responsibility to:
  - 6.3.1 Periodically review listings of all Real Property to determine which property may be surplus to the Town's needs.
  - 6.3.2 Circulate notice of potential surplus Real Property to the appropriate Town departments or designates for comment and input, prior to Council deeming the property surplus.
  - 6.3.3 Circulate notice of potential surplus Real Property to utilities and/or any other third-party having infrastructure or other assets located on the subject Real Property for comment and input, prior to Council deeming the Real Property surplus.
  - 6.3.4 Make recommendations to Council about declaring Real Property surplus and seek Council's authority to offer the Real Property for disposal.
  - 6.3.5 Ensure property Disposals are in keeping with this Policy and make recommendations to Council.
  - 6.3.6 Obtain qualified real estate brokers or agents to assist, as appropriate, in the Disposal of Real Property in accordance with the Town's Procurement By-Law or policies as may be applicable.
  - 6.3.7 Obtain independent property Appraisals for Real Property as necessary in keeping with any requirements imposed by any applicable legislation, by-law, or this Policy, and in accordance with the Town's Procurement By-Law or policies as may be applicable.
  - 6.3.8 Contact owners abutting Viable and Non-Viable Real Property if more than one abutting property owner wishes to acquire said property to determine whether a consensus can be arrived at in splitting the Real Property and costs among interested abutting owners. If a consensus cannot be reached, the Director Legislative



Services and Clerk will request offers from all interested abutting owners for the entire subject Real Property.

- 6.3.9 Determine the appropriate amount of the deposit that shall accompany an Agreement of Purchase and Sale. The amount shall be no less than One Thousand Dollars (\$1,000.00).
- 6.3.10 Consult with the CAO if exceptional and specific circumstances exist that would warrant contemplation of a Disposal on something other than a cash basis and present a recommendation to Council for consideration.
- 6.3.11 Report the details of any Real Property Disposal to the appropriate departments and to the Treasurer for the purpose of maintaining accurate corporate asset records.
- 6.3.12 Provide the Director Legislative Services and Clerk with final copies of any and all agreements in regard to Real Property and the Disposal of Surplus Real Property.

6.4 **Staff** have the authority and responsibility to:

- 6.4.1 Abide by the Sale of Surplus Land Policy.

## 7. References and Related Documents

- *Municipal Act, 2001*
- *Expropriations Act, 1990*
- *Planning Act, 1990*



## The Corporation of the Town of Tecumseh

### Policy Manual

<b>Policy Number:</b>	<b>080</b>
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<b>Subject:</b>	<b>Social Media</b>

### Table of Contents

1.	Purpose .....	2
2.	Scope .....	2
3.	Definitions.....	3
4.	Existing Social Media Accounts.....	4
4.1	Tecumseh Recreation Services .....	4
4.2	Tecumseh Fire and Rescue.....	5
5.	Use of Social Media.....	5
5.1	Responding to Comments from the Public:.....	5
5.2	Submitting Content for Publishing or Re-Sharing: .....	7
5.3	Social Media in an Emergency: .....	7
5.4	Requesting a New Town Social Media Account: .....	7
5.5	Authorized Employees: .....	8
6.	Use of Social Media by Members of Town Council .....	8
7.	Personal Use of Social Media by Employees .....	9
8.	Personal Use of Social Media by Committee & Board Members & Volunteers ..	10
9.	IT & Security.....	10
10.	Relevant Legislation and Policies .....	11

## 1. Purpose

- 1.1 The purpose of this Policy is to:
  - 1.0.1 Establish guidelines that govern the use of Social Media to further the business of the Town of Tecumseh ("**Town**").
  - 1.0.2 Mitigate risk and protect the image of the Town at all times when using Social Media tools, including interactions and follow up with Social Media users.
  - 1.0.3 Ensure Town employees and Members of Council are aware of the responsibilities and boundaries of using Social Media in the Workplace.
- 1.2 The primary goals for the Town's use of Social Media are to:
  - 1.0.1 Increase resident access to and engagement with their local government.
  - 1.0.2 Build stronger relationships with local organizations and other municipal governments.
  - 1.0.3 Facilitate enhanced customer service.
  - 1.0.4 Increase resident trust in their local government.
  - 1.0.5 Tailor communications to specific audiences.
  - 1.0.6 Enhance the Town's image and reputation.
  - 1.0.7 Manage and clarify information.
  - 1.0.8 Provide responsive communication to the public, in case of emergencies.
  - 1.0.9 To serve as an education medium for Town departments to increase resident awareness of, and access to information and services.

## 2. Scope

This Policy applies to:

- 2.1 employees of the Town authorized to post information on Town Social Media platforms in an official capacity.

- 2.2 Members of Council who utilize Social Media in their official capacity as a representative of the Town.
- 2.3 Social Media users who interact with the Town on its official Social Media platforms.
- 2.4 Employees of the Town who identify themselves as employees of the Town on their personal social media.
- 2.5 Employees of the Town who otherwise utilize their personal Social Media to interact with the Town or who are otherwise identifiable as a Town employee while utilizing such personal Social Media.
- 2.6 Town appointed Committee or Board members and volunteers who utilize Social Media in their position of service to the Town.

### 3. Definitions

- 3.1 **"Comment"** means a form of engagement in which a Social Media user responds to content posted on the Town's Social Media platforms.
- 3.2 **"Communications Officer"** means an employee of the Town responsible for the communication of information to all employees, Council, and the general public.
- 3.3 **"Council"** means the Council of the Corporation of the Town of Tecumseh.
- 3.4 **"Committee Member"** or **"Board Member"** means the persons appointed by Council to serve on a Town committee or board.
- 3.5 **"Employee"** means any person employed by the Town on a full-time, part-time, seasonal, student and/or casual basis, as well as volunteers, contract workers and Committee Members who communicate with the public and/or represent the Town.
- 3.6 **"Engagement"** means a Social Media metric referring to any form of interaction with the Town on its Social Media platforms, including likes, comments, and retweets.
- 3.7 **"Followers"** means any Social Media user who subscribes to see all of the content posted on Town Social Media platforms.
- 3.8 **"Like"** means a form of engagement in which a Social Media user gives positive feedback to content posted on the Town's Social Media platforms by pressing a "Like" button.

- 3.9 **"Post"** means any content uploaded by the Town to its Social Media platforms.
- 3.10 **"Reach"** means a Social Media metric that refers to the total number of people who have been exposed to content posted on the Town's Social Media platforms.
- 3.11 **"Retweet"** means a feature on Twitter that allows for the Town to re-share another account's Tweet with its followers.
- 3.12 **"Social Media"** means a digital technology that facilitates the sharing of Town communications through virtual platforms. The Town only has official accounts on the following platforms: Instagram, Twitter, Facebook, LinkedIn, and YouTube.
- 3.13 **"Town"** means The Corporation of the Town of Tecumseh.
- 3.14 **"Town Moderator"** means Tecumseh Town Hall employees who are authorized to monitor Town Social Media. The Communications Officer serves as the main Town Moderator and has the authority to assign the position to approved designates.
- 3.15 **"Volunteer"** means an individual who willingly, and without monetary compensation, offers their time, skills, and efforts to support and contribute to various community-oriented activities and initiatives.

## 4. Existing Social Media Accounts

The Town has Social Media accounts that are listed on the Town website at <https://www.tecumseh.ca/en/town-hall/social-media.aspx>. The main Town accounts, managed by the Communications Officer include, but are not limited to:

- Instagram ([@TownofTecumseh](#))
- Twitter ([@TownofTecumseh](#))
- Facebook ([Facebook.com/TownofTecumseh/](#))
- LinkedIn ([LinkedIn.com/company/Town-of-Tecumseh](#))
- YouTube ([YouTube.com/user/TownofTecumseh2918](#))

Additional Town of Tecumseh social media accounts include:

### 4.1 Tecumseh Recreation Services

- Instagram ([@TecumsehRec](#))
- Facebook ([Facebook.com/TecumsehRec/](#))
- Twitter ([@TecumsehRec](#))

## **4.2 Tecumseh Fire and Rescue**

- Instagram ([@TecumsehFire](#))
- Twitter ([@TECFD](#))
- Facebook ([Facebook.com/TecumsehFire/](#))

## **5. Use of Social Media**

The Town website, [www.tecumseh.ca](#), will remain the Town's primary online resource for information. Social Media will be used to complement information found on the website to broaden the reach of Town messages through multiple Social Networks, pursuant to the Town's Accountability and Transparency Policy No. 61.

A Social Media presence administered by the Town will clearly identify that it is maintained by the Town and will include the appropriate contact information.

Use of the Town's Social Media by any department of the Town must be approved by the Communications Officer.

Authorized Employees will always post to Town Social Media channels as Employees of the Town.

### **5.1 Responding to Comments from the Public:**

- 5.1.1 The public may use the Town's Social Media to voice their concerns and inquiries.
- 5.1.2 Authorized Employees will be responsible for moderating and monitoring the submission of Comments received by members of the public.
- 5.1.3 Comments posted by members of the public must be directly related to Town matters and a disclaimer specifying what content is appropriate and permissible will be displayed.
- 5.1.4 The Town reserves the right to restrict or remove any content that is deemed in violation of this Policy or any applicable law.
- 5.1.5 Prohibited content that is removed shall be retained along with a description of the reason the specific content was deemed not suitable in accordance with Section 4.1.9.
- 5.1.6 Per Section 8.2 of the Customer Service Policy, the Town will respond to online inquiries during regular business hours; Monday to Friday, 8:30 a.m. to 4:30 p.m. Questions or Comments will be

acknowledged or answered within one (1) business day. If further research and information is required before a proper response can be given, the Employee will advise the poster that this is being undertaken and a response will be provided as soon as the information is known.

- 5.1.7 The Town may pre-schedule messages promoting events or Town initiatives to be released after business hours and on weekends.
- 5.1.8 No confidential information will be posted to any Social Media site under any circumstances.
- 5.1.9 For the purpose of this Policy, the following definitions provide the scope of what is considered unsuitable content. The Town reserves the right to remove any content posted to the Town's Social Media channels by authorized Employees or members of the public that meets any of these definitions:
  - a. **"Commercial endorsement or solicitation"** being the endorsement of one product or service over another, as well as statements requiring or requesting receipt of any product, service, or asset for personal gain or use.
  - b. **"Personal political content"** being the support of, or opposition to, political campaigns, personal Comments, or opinions about Town Employees and/or Members of Council.
  - c. **"Confidential information"** being information classified as confidential or proprietary records in the possession of the Town, as well as information about members of the public, Town Employees and Council.
- 5.1.10 Profane or obscene language or content, including language or content deemed as being in the nature of personal attacks, insults, or threatening language.
- 5.1.11 Content that promotes, fosters, or perpetuates discrimination on the basis of race, culture, colour, creed, age, religion, gender identity, sexual orientation, marital status, socioeconomic status, status with regard to public assistance, national origin, or physical or mental disability.
- 5.1.12 Sexual content or links to sexual content.



- 5.1.13 Comments or content that are deemed to be in potential violation of privacy, libel, human rights, and copyright laws.
- 5.1.14 Information that compromises or threatens to compromise the safety or security of any individual or the public at large.
- 5.1.15 Content that contradicts any Town Policy.
- 5.1.16 Comments or content that is considered inaccurate, misleading and which fosters the dissemination of misinformation or disinformation regarding Town services, Employees, or Members of Council.
- 5.1.17 Content that is otherwise deemed inappropriate by the Town Moderator, within reason.

## **5.2 Submitting Content for Publishing or Re-Sharing:**

- 5.2.1 Anyone who wishes to submit content to be posted on Town Social Media must make a request with the Communications Officer via the [Communications Form](#).
- 5.2.2 Permission from the Communications Officer is required to re-share content from other organizations on Town Social Media. In most cases, content will only be re-shared if the Town is directly involved and if there is space to do so.

## **5.3 Social Media in an Emergency:**

- 5.3.1 In the event of an emergency, the Town Moderator (or designate) will be the sole employee authorized to post on Town Social Media.
- 5.3.2 The Town will only post content pertaining to the emergency at hand – all other Town messaging will be temporarily paused.

## **5.4 Requesting a New Town Social Media Account:**

- 5.4.1 If an authorized employee wishes to create a new Social Media account, they must first put in a request to the Communications Officer and confer with any applicable staff who will assist with running the new account:
- 5.4.2 The Communications Officer, in consultation with the Manager Customer Service and any other Manager relevant to the request, will determine whether a new Town Social Media account is appropriate, and be responsible for delivering any decisions made.

## **5.5 Authorized Employees:**

- 5.5.1 Access to Town Social Media channels shall only be provided to authorized employees.
- 5.5.2 Authorization to post on Town Social Media channels shall be designated by the Communications Officer.
- 5.5.3 A review of those currently authorized to have access to Town Social Media channels must occur every calendar year and every time a previously authorized employee leaves the Town.
- 5.5.4 The Town Moderator, in consultation with the Manager Customer Service, has the authority to revoke an Employee's access to Town Social Media channels.
- 5.5.5 All records or personal information collected through Social Media are protected under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), as amended and other privacy legislation.
- 5.5.6 Documents and records generated as a result of this Policy will be maintained in accordance with the Town's Records Retention By-law, No. 2018-39.

## **6. Use of Social Media by Members of Town Council**

- 6.1 Council Members' use of Social Media, whether on personal devices or otherwise, is a representation of their elected position and Town Council as a whole.
- 6.2 Using a Member's title on Social Media (i.e., @CouncillorJaneDoe) - or any other similar form thereof that is likely to identify with the Member's official letterhead - conveys legitimacy and authority. Members are advised to use rigorous judgment before they post and consult with this Policy when determining content that is appropriate to post.
- 6.3 Council Members are expected to act professionally and respect the opinions of others when using Social Media. Council Members shall be guided by Council's Code of Conduct when posting to Social Media and seek clarification from the Director of Legislative Services & Clerk if they are unsure about content prior to posting.
- 6.4 Council Members must not post content that is offensive, discriminatory, harassing, or defamatory or in any way meets the criteria for unsuitable content in Section 5.1.9 of this Policy.

- 6.5 Members cannot use any Town affiliated account (i.e., @CouncillorJaneDoe) or any Town resources (i.e., Town provided device) to promote, or appear to promote, content that is offensive, discriminatory, harassing, or defamatory.
- 6.6 Members cannot use any Town affiliated account (i.e., @CouncillorJaneDoe) or any Town resources (i.e., Town provided device) to promote, or appear to promote, any election or campaign content.
- 6.7 Accepting a gift, fee, or personal benefit in exchange for Social Media activity or interaction (e.g., accepting tickets to an event in exchange for a retweet or Facebook share) is an unacceptable use of Social Media and violates Section 6.11 of the Council Code of Conduct, except for those gifts and benefits deemed acceptable under Section 6.11.2.
- 6.8 Members must seek permission to use Town logos or trademarks on Social Media.

## **7. Personal Use of Social Media by Employees**

- 7.1 Employees are free to use Social Media as private citizens but are not authorized to comment on Social Media sites on behalf of the Town unless they have been authorized to do so by the Communications Officer or designate.
- 7.2 Employees are expected to act in accordance with the Employee Code of Conduct even if the Town is not identified as an employer on personal websites, blogs, or Social Media profiles.
- 7.3 Employees should be mindful that the use of online communication is never private. Social Media posts and/or comments made by private use of Social Media could result in disciplinary action if determined to be disparaging, inflammatory, or to negatively affect the public's perception of the Town or its Employees, Council Members, Committees Members, and/or Volunteers.
- 7.4 Opinions expressed on an Employee's personal website, blog, and/or Social Media account do not necessarily reflect the official position of the Town.
- 7.5 The use of Employees' personal accounts to respond to questions or comments about Town programs, services, decisions, or policies on media websites, blogs, community-run Social Media pages or groups, or other public forums is not condoned or encouraged by the Town.
- 7.6 Employees must seek permission to use Town logos or trademarks.

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## **8. Personal Use of Social Media by Committee & Board Members & Volunteers**

- 8.1 Members of Town Committees or Boards and Volunteers appointed or assigned by the Town are expected to conduct themselves appropriately on Social Media while they are in their role as a Committee/Board Member or Volunteer, even if the Town is not identified on their personal websites, blogs, or Social Media profiles.
- 8.2 Committee/Board Members and Volunteers should refrain from posting content to their personal Social Media accounts that goes against the business purposes of the Town while holding their position as a Committee/Board Member or Volunteer.
- 8.3 Opinions expressed on a Committee/Board Member or Volunteer's personal website, blog and/or Social Media account do not necessarily reflect the official position of the Town.
- 8.4 The use of Committee/Board Members' or Volunteers' personal accounts to respond to questions or comments about Town programs, services, decisions or policies on media website, blogs, community-run Social Media groups or pages, or other public forums is not condoned or encouraged by the Town.
- 8.5 Tecumseh Committee/Board Members and Volunteers must seek permission to use Town logos or trademarks.

## **9. IT & Security**

- 9.1 Login credentials for all Town Social Media accounts will be managed and maintained by the Communications Officer.
- 9.2 Passwords to all Town Social Media accounts must be changed by the Communications Officer every calendar year and every time a previously authorized Employee leaves the Town.
- 9.3 If an authorized Employee wishes to change the password to the Social Media account they manage, they must make a request to the Communications Officer.
- 9.4 Only the Director Technology & Client Services, Manager Customer Service, and Communications Officer have the authority to change the login credentials on any Town Social Media accounts.

## 10. Relevant Legislation and Policies

- [006 – Harassment Policy](#)
- [007 – Healthy and Safety Policy](#)
- [009 – Technology and Acceptable Use Policy](#)
- [057 – Confidentiality of Information Policy](#)
- [061 – Accountability and Transparency Policy](#)
- [063 – Council Code of Conduct](#)
- [066 – Accessible Customer Service](#)
- [076 – Corporate Communications Policy](#)
- [097 – Customer Service Policy](#)
- [Privacy Policy](#)
- [Municipal Freedom of Information and Protection of Privacy Act](#)
- [Occupational Health & Safety Act](#)
- [Accessibility for Ontarians with Disabilities Act 1](#)
- [Municipal Act](#)
- [Municipal Elections Act](#)
- [Criminal Code of Canada](#)
- [Corporation's Records Retention By-law No. 2018-39](#)

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

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of  
Wednesday, August 21, 2023 at 6:00 PM.

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

**Link to Tecumseh BIA Agenda:**

<https://tecumseh-pub.escribemeetings.com/Meeting.aspx?Id=0b1679e2-bb07-47fe-9138-bf36f8372bdd&Agenda=Agenda&lang=English>

**(TOTBBM-49-08)**

Call to Order

The meeting is called to order at 6:06 PM by Chair, Leo Demarce.

**(TOTBBM –50-08)**

**Roll Call**

Chair	Leo Demarce
Councillor	Brian Houston
Treasurer	Sandra Zanet
Director	Eddy Hammoud
Director	Laura Carcelen

Regrets:	Councillor	James Dorner
	Director	Jules Champoux

Absent:	Vice Chair	Travis Dorner
	Director	Josh Shepley

Minute Taker:	Coordinator	Denise Pelaccia
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Guest:

**(TOTBBM – 51-08)**

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

**(TOTBBM – 52-08)**

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

**(TOTBBM – 53-08)**

**Communications**

**TOTBIA Board of Management Meeting Minutes**

**Motion: (BBM-43/08)**

Moved by: Eddy Hammoud

Second by: Sandra Zanet

That the meeting minutes from the TOTBIA July 2023 RGM be accepted and approved.

Approved.

Carried.

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

**Supplementary Agenda Adoption:  
Motion: (BBM-44/08)**

**(TOTBBM – 54-08)**

**Reports**

**Chair Report- July 2023:**

- See Agenda attachment.

**Motion: (BBM-45/08)**

Moved by: Eddy Hammoud

Second by: Laura Carcelen

That the Chair Report for July 2023 be accepted.

Approved.

Carried.

**Treasurer Report:**

**Tecumseh BIA**

**2023 Month End Financials:**

- See PDF of Financial Reports for July 2023 in Agenda.

**July 2023 Financial Report:**

**Motion: (BBM-46/08)**

Moved by: Sandra Zanet

Second by: Laura Carcelen

That the July 2023 Financial Report be accepted.

Approved.

Carried.

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

- See Agenda attachment.

**Motion: (BBM-47/08)**

Moved by: Sandra Zanet

Second by: Eddy Hammoud

That the Coordinator Report for July 2023 be accepted.

Approved.

Carried.

**Council Report –**

- See PDF of Council Reports for July 2023 in Agenda.

**Motion: (BBM-48/08)**

Moved by: Sandra Zanet

Second by: Eddy Hammoud

That the Council Reports for July 2023 be accepted.

Approved.

Carried.



**Committee Reports –  
(TOTBBM – 55-08)**

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

- See Agenda attachment.

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

- See Agenda attachment.

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

- See Agenda attachment.

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

- See Agenda attachment.

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

- See Agenda attachment.
- 

**Motion: (BBM-49/08)**

Moved by: Eddy Hammoud

Second by: Laura Carcelen

That the Committee Reports for July 2023 be accepted.

Approved.

Carried.

**(TOTBBM – 56-08)**

**Unfinished Business**

- MOU- Finalize

**(TOTBBM – 57-08)**

**New Business**

- Paladin Security – BIA Mobile Patrol Service

**Paladin Security – BIA Mobile Patrol Service**

**Motion: (BBM-50/08)**

Moved by: Laura Carcelen

Second by: Sandra Zanet

That the Tecumseh BIA Board of Management acknowledges the proposal from Paladin Security about their BIA patrolling services.

Approved.

Carried.

**Executive Nominations- Vice Chair**

**Motion: (BBM-51/08)**

Moved by: Sandra Zanet

Seconded by: Eddy Hammoud

L.Demarce hands over the meeting to Coordinator to conduct the nominations of Vice Chair for the 2022 – 2026 term for the Tecumseh BIA Board of Management due to the recent resignation of Travis Dorner, previous Vice Chair.

D.Pelaccia states Nominations are now open for the position of Vice Chair.

D.Pelaccia hears a nomination and restates the nomination for Vice Chair.

Laura Carcelen is nominated for the position of Vice Chair.

D.Pelaccia asks Laura Carcelen if she accepts the position. Laura Carcelen accepts the nomination for Vice Chair.

**(TOTBBM – 58-08)**

**Adjournment**

**Motion: (BBM-52/08)**

Moved by: Sandra Zanet

Second by: Eddy Hammoud

That the August 21, 2023 regular general meeting of the TOTBIA Board of Management be adjourned at 7:33 PM.

Carried.

Approved.

**(TOTBBM – 59-08)**

**Next Meeting**

The next regular general meeting is scheduled on Wednesday, September 20, 2023 at 6:00 PM at the Tecumseh BIA office. Meeting Minutes will be available on the BIA website at [www.tecumsehbia.com](http://www.tecumsehbia.com)



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Leo Demarce, Chair



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Denise Pelaccia, Coordinator

**MINUTES NOT YET APPROVED.**



## 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:** September 12, 2023

**Report Number:** CAO-PC-2023-04

**Subject:** Crossing Guards Lunch Hour Service

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### Recommendations

It is recommended:

**That** Report CAO-PC-2023-04 entitled "Crossing Guards Lunch Hour Service" **be received**;

**And that** the recommendation to eliminate the lunch hour service of Crossing Guards at the locations identified in Report CAO-PC-2023-04 effective October 10, 2023 **be approved**.

**And further that** the change in level of service **be communicated** to the administration of the affected schools.

### Background

The Town currently provides crossing guard services to seven locations within the community. Currently four (4) of the seven (7) locations receive lunch hour services in addition to the regular morning and afternoon shifts.

The current schools that receive crossing guard services from the Town include A.V. Graham Public School, St. Pius X Catholic Elementary School, Ecole elementaire catholique Ste-Marguerite D'Youville, D.M. Eagle Public School and Ecole elementaire catholique St-Antoine.

Currently the Town is providing a forty-five (45) minute lunch shift at four (4) corners representing St. Pius Catholic Elementary and A.V. Graham Public School and Ste Margueritte D'Youville.

In the 2021 / 2022 School Year, St. Pius Catholic Elementary was the last local school to adopt the Balanced Day schedule replacing the traditional model of a one (1) hour lunch break and two shorter fifteen (15) minute recesses.

The new system of a balanced days staggers two breaks over the course of the day, essentially removing a full (1) hour lunch and permitting students with approximately forty-five (45) minutes in the morning and afternoon split between an eating and an outside activity period.

## Comments

Given that all schools in the community as of the 2022 / 2023 school year moved to the balanced-day schedule, People & Culture (P&C), in conjunction with the current crossing guards, agreed to monitor the lunch hour to determine the number of students regularly utilizing the lunch hour crossing guard service.

The four corners that were monitored for service on the lunch hour were:

- St Thomas & Michael Drive
- Clapp Street & Lacasse Blvd
- St. Thomas & Lesperance Road
- St. Thomas & Lacasse Blvd

At the end of school year meeting, it was reported that the number of students crossing at the lunch hour was extremely low and inconsistent. As well, those that did cross were mainly older children within the higher grades and did not require assistance.

By consensus, it was determined that this service was no longer required due to the change in school schedules. Therefore, it is recommended that Council approve the recommendation to eliminate the lunch hour service at the four (4) corners identified above effective Tuesday, October 10, 2023. The timing will permit sufficient time for P&C to advise the school administrations of this change in level of service.

## Consultations

Chief Administrative Officer  
Community Safety

## Financial Implications

Savings of approximately \$2,500 per year based on current wage rates.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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

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



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

Chief Administrative Officer - People & Culture

**To:** Mayor and Members of Council

**From:** Michelle Drouillard, Director People and Culture

**Date to Council:** September 12, 2023

**Report Number:** CAO-PC-2023-05

**Subject:** COVID-19 Vaccination Policy Suspension

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### **Recommendations**

It is recommended:

**That** Report CAO-PC-2023-05 entitled “COVID-19 Vaccination Policy Suspension” **be received;**

**And that** the recommendation to suspend the “COVID-19 Vaccination Policy” dated September 8, 2021 **be approved.**

### **Background**

The current COVID-19 Vaccination Policy was approved by Council on September 8, 2021. The policy remains in effect as originally approved and has not been revised since 2021. The following updates and revisions to provincial mandates, medical guidance, municipal policy, and case law have occurred since September 2021.

### **Provincial Mandates**

In March 2022, the Province of Ontario removed all mandates regarding COVID-19 including the requirements of employers to develop a safety plan, employees to wear a mask/face covering and/or conduct passive screening of employees/customers. Current guidance recommends staying up to date on COVID-10 vaccines and flu shots



but does not require or recommend employers develop a vaccination policy for COVID-19 vaccination.

### **Windsor-Essex County Health Unit (WECHU)**

The WECHU Health Unit in collaboration with the provincial guidance has the following language posted on their website:

*As of March 2022, businesses and workplaces in Ontario are no longer required to prepare a COVID-19 safety plan, require employees or customers to wear a mask/face covering, or conduct passive screening of employees/customers.*

*Businesses and organizations may choose to require proof of vaccination upon entry but must do so in accordance with all applicable laws and may benefit from independent legal advice before proceeding.*

### **World Health Organization (WHO)**

The World Health Organization (WHO) declared an end to “COVID-19 as a Global Health Emergency” on May 5, 2023.

### **Municipal Policy**

Tecumseh is the only remaining Municipality within the County of Essex (including the County) to currently have an active COVID-19 Vaccination Policy.

<b>Municipality/County</b>	<b>Rescinded Time Frame</b>
County of Essex	July 2022 (paused except EMS) May 2023 (fully rescinded)
City of Windsor	November 2022
Municipality of Lakeshore	May 2022
Town of Kingsville	March 2022
Town of Essex	March 2022
Town of Lasalle	March 2022
Municipality of Leamington	January 2023
Town of Amherstburg	March 2023

## Human Resources Case Law

Initially in the pandemic, Arbitrators were upholding the reasonableness of mandatory vaccination policies within workplaces due to the severity of the public health emergency and preliminary scientific evidence. However more recent awards have noted that the mandatory two doses' policies are either no longer reasonable and/or the enforcement mechanisms contained within are unreasonable.

Locally, Fiat Chrysler Automobiles (FCA) Canada vaccination policy was struck down in June 2022 by an Arbitrator and found to be unreasonable. As a result, the mandatory policy ended, and the employees placed on unpaid leave (over 300) were permitted to return to the workplace. Below is a snippet from the decision.

*On June 17, 2022, Arbitrator Nairn held in FCA Canada Inc. v Unifor, Locals 195, 444, 1285 that a two-dose mandatory vaccination policy (Policy) implemented by an employer was no longer reasonable going forward due to the evolving scientific evidence regarding the COVID-19 virus*

It is also noteworthy that the City of Windsor did not wait for the Arbitrators' award to settle their dispute with labor partners after the FCA Canada decision and lifted its COVID-19 mandate in November 2022.

## Comments

Taking into consideration the current status of provincial mandates, medical guidance, municipal policy, and human resources case law it is the recommendation of People & Culture that Council approve suspending the COVID-19 Vaccination policy dated September 2021.

## Consultations

Chief Administrative Officer

## Financial Implications

n/a

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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

<b>Attachment Number</b>	<b>Attachment Name</b>
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:** September 12, 2023

**Report Number:** CRS-2023-17

**Subject:** Healthy Aging Strategy

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### **Recommendations**

It is recommended:

**That** CRS-2023-17 entitled “Healthy Aging Strategy” **be received.**

**And that** the development of a Healthy Aging Strategy **be approved.**

### **Background**

Recently, Council approved the 2023-2026 Strategic Plan: A Community for Everyone which identifies one of the Strategic Priorities as “Community Health and Inclusion.” One of the goals within that Strategic Priority is to “Enhance public spaces to make the Town accessible to everyone.”

### **Comments**

In consideration of the goal to “Enhance public spaces to make the Town accessible to everyone,” Community and Recreation Services (CRS) is interested in developing a Health Aging Strategy to provide guidelines regarding program and public space design specifically targeted at ensuring accessibility to recreation and parks-based activities for Tecumseh’s older adult population.

Both the Government of Canada and the Province of Ontario are committed to supporting older adults through programs, services, and funding programs. Many municipalities throughout Ontario have also developed strategies specifically to support older adults in their communities.

In 2007, the Government of Canada, through the Public Health Agency of Canada, adopted an Age-Friendly Communities program with guidelines to assist local municipalities identify the types of policies, services, and structures to serve Canada's growing senior population. In 2017, the Province of Ontario adopted "Aging with Confidence: Ontario's Action Plan for Seniors" with a similar goal of assisting communities in developing guidelines for ensuring that all older adults can lead healthy and active lives and stay involved in their communities.

With Tecumseh's older adult population currently close to 25% of the total population, it is projected that that this demographic will be the fastest growing cohort in our community over the next 10 years. In fact, based on data from the 2016 Census, there were 9,294 residents over the age of 56 in Tecumseh.

To support the growth of the older adult population at such scale, a Healthy Aging Strategy will assist the Town of Tecumseh and community organizations who are serving this demographic both understand the unique needs and requirements of older adults and identify common guidelines and standards to achieve improved outcomes.

For example, a Healthy Aging Strategy could inform existing or new spaces while programs and services could become more age-friendly in one or more of the following age-friendly domains:

- Outdoor spaces and buildings
- Transportation
- Housing
- Social participation
- Respect and social inclusion
- Civic participation and employment
- Communication and information
- Community support and health services

The process of developing the Healthy Aging Strategy will be led by the CRS team and will include: community-wide consultation; a review of similar strategies from other municipalities; engagement with Parks and Recreation Ontario's High Five Principles for Healthy Aging program and consultation with the Public Health Agency of Canada's

Age-Friendly Communities program and the Province of Ontario's Ministry for Seniors and Accessibility.

Knowledge gained through the consultation and engagement process will identify sustainable long-term ways in which the Town of Tecumseh can be an active participant in helping our older adult residents increase social connectedness, improve their mental and physical well-being and support a better quality of life.

It is expected that the formal consultation and community engagement process will commence in October 2023 with an estimated delivery of a Healthy Aging Strategy for Council's review and consideration in 2024, dependant on the findings from the process.

## Consultations

Ministry of Seniors and Accessibility  
Chief Administrative Officer  
Development Services

## Financial Implications

There are not any immediate financial implications however, Administration will continue to consult with the Ministry of Seniors and Accessibility for any funding programs that may become available in 2024 to support the work.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.



## 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:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



## The Corporation of the Town of Tecumseh

Financial Services

**To:** Mayor and Members of Council

**From:** Tom Kitsos, Director Financial Services & Chief Financial Officer

**Date to Council:** September 12, 2023

**Report Number:** FS-2023-07

**Subject:** 2022 Year-End Budget Variance

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### Recommendations

It is recommended:

**That** the 2022 Year-End Budget Variance Report, dated September 12, 2023, showing a tax supported surplus of \$1,224,508 and a rate-supported surplus of \$714,803 **be received;**

**And that** tax-supported surplus **transfers be made** as follows:

- a) \$150,000 operating fund surplus to Sick/Vacation Pay Reserve as per 2022 year-end estimated present value obligation;
- b) \$200,000 operating fund surplus to Post Employment Benefits Reserve Fund to be invested in ONE Equity Fund to contribute towards 2022 year-end estimated present value obligation deficit of approximately \$4M;
- c) \$400,000 operating fund surplus to Tax Rate Stabilization Reserve to bring this reserve to approximately \$3.8M (15% of general levy is \$4.1M);
- d) \$384,497 operating fund surplus to Infrastructure Reserve; and
- e) \$90,011 capital fund surplus be transferred as follows:

- a. \$60,000 to Tax Rate Stabilization Reserve to be carried forward to 2023 towards 2022 approved Small Equipment purchases not fulfilled at year-end, and
- b. \$30,011 to Infrastructure Reserve

**And further that** rate-supported surplus (Water and Wastewater services) **transfers be made** as follows:

- a) \$444,994 water operating fund surplus to the Water Rate Stabilization Reserve Fund; and
- b) \$269,809 wastewater operating fund surplus to the Wastewater Rate Stabilization Reserve Fund.

## Executive Summary

Administration has reviewed the Town's 2022 year-end financial position. The year-end tax supported surplus is \$1,224,508 and rate supported surplus is \$714,803.

Key drivers of the surplus include:

- Tax Supported:
  - o Investment Income (\$1,081K Surplus) – Represents higher than average monthly bank balances and interest rates (\$980K). These additional funds are transferred to Reserves, thus resulting in a NIL impact to the Operating budget. The remainder represents unbudgeted gains on our ONE Investment portfolio (\$83K).
  - o Grant Revenue (\$496K Surplus) – Represents use of remaining balances of the 2021 COVID-19 Relief funding (\$145K) and incremental government grants to support major one-time events, use of summer students, and improvements to our digital strategy, records managements, and transit system.
  - o User Fees, Permits & Charges (\$240K Deficit) – Two major land developments anticipated to commence in 2022 will proceed in 2023, resulting in a decrease in building permit revenue (\$208K).
  - o Salaries and Benefits (\$304K Surplus) – Favourable variance due primarily to several lengthy staff vacancies offset by significant increase in health benefits, retirement payouts and overtime.

- Rate Supported:
  - o Salaries & Benefits (\$207K Surplus) – Favourability stemming from multiple vacancies.
  - o User fees, Permits & Charges (\$479K Surplus) – Primarily due to greater than anticipated non-residential water consumption, resulting in higher water & sanitary charges.

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to current activity. A complete listing of all capital projects planned for 2022 as identified within each department's five-year capital plans is detailed in **Attachments 3 and 4**.

In total, 130 projects are included in this variance report having a total budgeted cost of \$63M.

## Background

Annual operating budgets for all Town departments are set at the beginning of the calendar year based on Council direction. Budget inputs consist of numerous professional estimates based on information available at the time (including the legislative environment, and macroeconomic trends such as currency fluctuations, commodity prices, unemployment figures, business investment, etc.).

Departments continuously monitor financial results and provide revised year-end forecasts. This helps us identify potential exposures and provides an opportunity to create or adjust our risk mitigation strategies to remain at, or as close to, the approved budget as possible.

All departments have reviewed December year-end results to identify and report on variances from budget. This analysis looks at both operating and capital budgets.

## Impact of COVID-19

During the 2022 budget preparation process, COVID-19 related restrictions were being lifted and the local Health Unit's data was showing favourable trending. With this information in mind, the 2022 Budget was established with the assumption that there would be minimal financial impact due to COVID-19. As of December 2022, the Town experienced some COVID-19 related financial hardships, mainly stemming from facility closures in January 2022. Significant variances to the budget that are directly linked to COVID-19 are mentioned throughout **Attachment 2**. The Town has approximately \$145K of grant funding carried forward from 2021 that were used to offset these pressures.

## Comments

**Attachment 1** provides a summary of the 2022 year-end variances by department, listed in order from the department with the largest dollar deficit to the department with the largest dollar surplus. The Town ended 2022 with a year-end surplus of \$1,939,311 (tax-supported surplus of \$1,224,508 and a rate-supported surplus of \$714,803).

### Tax Supported Variance - Operating Fund

The Town ended 2022 with an Operating surplus of \$1,224,508. The year-end variance, broken down by major account category, is presented in **Table 1** below.

Account Category		Net Favourable/ (Unfavourable) Variance
<b>Revenue</b>		
User fees, Permits & Charges	\$	(239,650)
Transfers from Reserves		(166,836)
Taxes		119,716
Other		25,355
Grants		495,598
Investment Income		1,081,540
<b>Subtotal - Revenue</b>	<b>\$</b>	<b>1,315,723</b>
<b>Expenses</b>		
Transfers to Reserves	\$	(1,130,882)
Operating & Maintenance Supplies		(94,538)
Grants & Donations		99,315
Utilities & Insurance		126,375
Other		241,540
Professional Services		273,206
Salaries & Benefits		303,758
<b>Subtotal - Expenses</b>	<b>\$</b>	<b>(181,226)</b>
<b>Small Equipment Variance</b>		<b>90,011</b>
<b>2023 Year-End Surplus</b>	<b>\$</b>	<b>1,224,508</b>

Table 1 - Operating Budget Variance by Category – Tax Rate Supported

## **Explanation of Key Variance**

### **Revenue Variance**

The largest surplus is within “Investment Income”. The Town experienced higher than average monthly bank balances and rates which resulted in favourable bank interest revenue of \$980,000. This category also included favourable variance of \$83,000 from unbudgeted gains on our portfolio with ONE Investment. These additional funds are transferred to Town Reserves, thus resulting in a NIL impact to the Operating budget.

The “Grants” category includes \$145K of COVID-19 Relief funding that was carried forward from 2021 to offset costs/lost opportunities in Arena (\$15K), Financial Services (\$25K), Legislative Services (\$100K) and other departments (\$5K). The remainder consists of additional revenue from the province for major one-time events, improvements to our digital strategy and records management, and from the Canadian government to cover summer students and the on-demand pilot program for our transit system.

Offsetting this surplus is a substantial deficit within the “User fees, Permits & Charges” category. This is mainly driven by a \$208,000 decrease in permit revenue (“Building” department) due to two major developments anticipated for 2022, now commencing in 2023.

The “Transfers from Reserves” deficit is mainly driven by increased grant revenue (\$90K for Tecumseh’s 100<sup>th</sup> Year Celebration), thus reducing amounts required of Town Reserves.

### **Expense Variance**

Overall, the Town experienced a budget to actual deficit \$181K for expenditures. The deficit for “Transfers to Reserves” mainly represents an offset to the surpluses in the “Grants & Donations” and “Investment Income” categories.



## Rate Supported Variances

The Town's 2022 year-end rate-support surplus was \$714,803. The year-end variance, broken down by major account category is presented in **Table 2** below.

Account Category	Net Favourable/ (Unfavourable) Variance	
Revenue		
User fees, Permits & Charges	\$	478,969
Other		16,129
<b>Subtotal - Revenue</b>	<b>\$</b>	<b>495,098</b>
Expenses		
Operating & Maintenance Supplies	\$	(90,879)
Purchases for Resale		(48,002)
Other		27,959
Grants & Donations		59,304
Contracted Services		64,344
Salaries & Benefits		206,979
<b>Subtotal - Expenses</b>	<b>\$</b>	<b>219,705</b>
<b>2022 Year-End Surplus</b>	<b>\$</b>	<b>714,803</b>

Table 2 - Operating Budget Variance by Category – Rate Supported

## Explanation of Key Variances

### Expense Variance

The “Contract Services” surplus is due to lower than anticipated volumes of wastewater conveyed to City treatment plants. This is partially offset by higher than budgeted rates being charged by the City of Windsor for wastewater treatment.

The \$207K surplus in Salaries & Benefits mainly stems from multiple vacancies throughout the year.

## Tax Support Variance - Capital/Lifecycle

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to actual results. A complete listing of all capital projects planned for 2022 as identified within department five-year capital plans is detailed in **Attachments 3 through 7**.

In total, 130 projects are included in the Year-End Capital Variance Report for a total budgeted cost of \$63 million. Projects in this report are either included in the 2022 Capital Works Plans and/or included in prior year Capital Works Plans and incurring 2022 costs.

Project surplus/deficits affect the amount of reserve funds required and results in increasing or decreasing the transfer from reserve.

Information on 2022 tender results is detailed in **Attachment 8**.

## Consultations

All Departments

## Financial Implications

Summary of the Year-end variance is as follows:

<b>Tax supported services</b>	<b>Amount</b>
Operating surplus	\$1,224,508

<b>Rate supported services</b>	<b>Amount</b>
Operating surplus - Water	\$444,994
Operating surplus - Wastewater	\$269,809

<b>Total surplus</b>	<b>\$1,939,311</b>
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## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

Vanessa DaDalt, CPA, CA, CTP  
Deputy Treasurer & Manager Revenue Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	2022 Budget Variance – Summary All Units
2	2022 Budget Variance – Detail by Department
3	2022 Capital Variance – Public Works
4	2022 Capital Variance – Technology and Communications
5	2022 Capital Variance – Community Safety
6	2022 Capital Variance – Arena, Pool & Buildings
7	2022 Capital Variance – Parks
8	2022 Tender Results

**Attachment 1**  
**Town of Tecumseh**  
**December 2022 Budget Variance**  
**Summary of All Units**

Department	2022 Approved Budget	2022 Year End Actuals	2022 Forecast Surplus/Deficit
<b>Tax Supported</b>			
Corporate Shared	(17,478,214)	(16,464,120)	1,014,094
Building	(18,997)	325,019	344,016
Public Works	2,254,490	2,319,840	65,350
Garbage Collection/Disposal	1,546,015	1,556,680	10,665
Storm Sewers	449,624	455,986	6,362
Transit	107,847	107,847	0
Golden Age Club	16,000	15,057	(943)
Emergency Measures	23,800	16,626	(7,174)
Libraries & Culture	19,600	8,971	(10,629)
Conservation Authority	305,774	292,940	(12,834)
Council	410,181	391,573	(18,608)
Other Protection	109,572	88,066	(21,506)
Pool	109,024	86,111	(22,913)
Recreation Other	108,596	71,991	(36,605)
Planning & Zoning	742,291	661,226	(81,065)
Arena	766,913	679,502	(87,411)
Fire	1,560,222	1,465,511	(94,711)
Police	3,437,089	3,326,950	(110,139)
Parks	1,582,068	1,423,204	(158,864)
Administration	3,948,105	3,377,902	(570,203)
<b>Tax Supported</b>		206,882	206,882
<b>Opening Surplus (shown under Corporate Shared above)</b>		(1,341,379)	(1,341,379)
<b>Operating Variance</b>		(1,134,497)	(1,134,497)
<b>Capital Variance</b>		(90,011)	(90,011)
<b>Total Tax Supported 2022 Budget Variance</b>		(1,224,508)	(1,224,508)
<b>Rate Supported<sup>1</sup></b>			
Sanitary Sewers		(269,809)	(269,809)
Waterworks System		(444,994)	(444,994)
<b>Total Rate Supported 2022 Budget Variance</b>		(714,803)	(714,803)
<b>Total Summary of All Units</b>		(1,939,311)	(1,939,311)

<sup>1</sup>Sanitary Sewer and Waterworks System overall budgets each net to \$0. A favourable variance increases the amount transferred to the reserve fund, thereby adding to the funds available for capital purposes.

## Notable Variances – By Department

### Tax Supported

Significant variances within department operating budgets are summarized below. A positive number represents a favourable variance (increases in revenues or decreases in expenditures).

#### Corporate Shared

Budget Item	Commentary	Amount
Taxes	Favourability driven by higher than anticipated residential/farm (\$126,000) and commercial/office (\$80,000) taxes offset by lower than budgeted industrial (\$62,000).	\$ 148,000
Supplemental Taxes	In-year assessment growth was less than budgeted. Annual supplemental tax budget is based on recent historical averages and anticipated development.	\$ (28,000)
User Charges	Favourability mainly driven by the unbudgeted receipt of funds related to WSIB surplus rebate (\$70,000).	\$ 73,000
Fines	Fines under the Provincial Offences Act are below budget by \$25,000 due to reduced ticketing and collections during COVID-19. COVID-19 Relief grant funding, deferred from 2021, to be used to offset the variance resulting in a NIL impact to the Operating budget.	\$ NIL
Penalties and Interest	Favourability due to increased penalties on property tax accounts.	\$ 22,000
Bank Interest / Transfer to Reserves	Higher than average monthly bank balances and rates resulted in favourable bank interest revenue of \$980,000. These additional funds will be transferred to the Infrastructure Reserve, thus resulting in a NIL impact to the Operating budget.	\$ NIL

<b>Budget Item</b>	<b>Commentary</b>	<b>Amount</b>
Municipal Drain Interest	Interest is anticipated to be favourable due to unbudgeted revenue from the East Townline Drain project. Annual interest is highly variable as it is dependent on drain projects billed and carrying costs incurred.	\$ 18,000
Investment Income / Transfer to Reserves	Unbudgeted gains of \$83,000 occurred resulting from the Town's investment in One Investment. These additional funds will be transferred to the Post Retirement Benefits Reserve.	\$ NIL
Wages & Benefits	Unbudgeted payments required to: fund accumulated deficit in employee benefits ASO program due to increased employee benefit usage and fund employee retirement payouts, offset by Transfer from Reserves (ASO Reserve and Tax Rate Stabilization Reserve).	\$ NIL
Office Supplies & Equipment Maintenance	Favourable, primarily due to efforts to reduce postage and courier expenditures in 2022.	\$ 15,000
Maintenance Services	Unfavourable due to greater than anticipated activity with respect to Town Hall building maintenance in 2022.	\$ (7,000)
Professional Fees - Legal	Unfavourable variance due to greater activity than anticipated. Offset by transfer from reserves, therefore net impact to the Operating Budget is NIL.	\$ NIL
Insurance	Favourable variance resulting from lower claims expense than budgeted for 2022.	\$ 43,000
Grants & Donations	Lower donations towards Lakeshore Community Services transportation program expected due to decreased ridership, likely a result of COVID-19.	\$ 9,000
Tax Write-Offs	Lower than budgeted write offs.	\$ 72,000

## Building

### Building

Budget Item	Commentary	Amount
Permits	Unfavourable Building permits due to two major developments not proceeding as had been anticipated, with commencement now expected in early 2023.	\$ (208,000)
Wages & Benefits / Transfer from Reserves	Unfavourable due to higher costs for temporary staff than anticipated and originally budgeted in Professional Fees. Temporary staff needed to process plans and inspections for several multi-unit residential structures permitted in 2021 and fill temporary vacancies. Partially offset by \$64,000 transfer from reserves.	\$ (174,000)
Professional Fees	Costs for temporary staff have been primarily processed through our payroll system and therefore reflected in Wages & Benefits above. Favourability here partially offsets the unfavourability in Wages & Benefits.	\$ 37,000

### By-law Enforcement

Budget Item	Commentary	Amount
Revenue / Maintenance Services	Favourable revenue is mainly driven by an increase in fees related to by-law compliance (\$25,000). This is offset by an increase in Maintenance Services expenditures (\$25,000). Net impact to the Operating budget is NIL.	\$ NIL
Professional Fees	Favourable due to fewer orders issued in 2022, resulting in less prosecutions than anticipated.	\$ 6,000



## Public Works

### Roadways

Budget Item	Commentary	Amount
Wages & Benefits	Unfavourability mainly due to incremental overtime hours beyond what was budgeted.	\$ (40,000)
Maintenance Materials & Supplies	Unfavourability mainly a result of higher than anticipated fuel usage (\$17,000) and unbudgeted costs for VIA track maintenance detour (\$5,000). This was offset by a reduction in materials and supplies spending (\$21,000) for Roadside and Hardtop maintenance programs.	\$ (3,000)
Maintenance Services	Projected to be unfavourable to budget due to additional costs for vehicle parts & services including an overhaul of Trackless PWE05-13 (\$23,000) and unanticipated safety repairs of Mack 2015 plow PW13-15 (\$15,000) and additional licensing fees (\$25,000). Offset by lower than anticipated maintenance services (\$11,000).	\$ (43,000)
Contract Services	Expenditures related to traffic light maintenance are unfavourable due to unanticipated costs incurred resulting from motor vehicle accidents. Amounts expected to be offset by insurance proceeds.	\$ (14,000)
Professional Services	Unfavourable due to unbudgeted consulting work to be undertaken for two major grant funding applications.	\$ (12,000)

### Street Lighting

Budget Item	Commentary	Amount
Maintenance Materials & Supplies	Unfavourability due to increased costs to replace decorative lighting and costs from damage to Town property from a motor vehicle accident, some of which may be recoverable.	\$ (13,000)
Maintenance Services	Unfavourable due to unanticipated tree trimming and higher monthly repairs in Q4.	\$ (29,000)
Utilities	Favourable hydro costs due to temporary provincial rebates in place.	\$ 9,000

### Winter Control

Budget Item	Commentary	Amount
Wages & Benefits	Favourable variance a result of less winter events occurring than anticipated.	\$ 23,000
Maintenance Materials & Supplies	Salt expenditures are dependent on the quantity and severity of weather events in the year. The Town's salt sheds were filled in advance of a price increase, resulting in a favourable variance.	\$ 38,000

## Storm Sewers

Budget Item	Commentary	Amount
User Charges	Miscellaneous revenue was unfavourable to budget due to no electricity sales to the grid from our Manning Storm Pump Station generator, offset by development related cost recoveries of property owners.	\$ (6,000)
Maintenance Services	Unfavourability primarily due to investigation and subsequent repairs to Mason PI storm infrastructure and Woodridge Centennial flushing/assessment.	\$ (10,000)
Utilities	Favourable variance due to less usage than budgeted.	12,000
Transfer to Reserves	No sales of generator electricity to the grid for the year, therefore no Transfer to Reserve expense for this budget.	\$ 10,000

## Transit

Budget Item	Commentary	Amount
Grants / Transfer from Reserves	Favourable variance based on recognition of Canada Healthy Communities Initiative grant of \$27,500 towards the Town's On-Demand Pilot project, SRA Phase 3 and 4 grant funding of \$10,000 and Provincial Gas Tax Transit funding of \$186,000 for 2022. This is partially offset by a reduction in transfers from reserves to bring net expenditures to Nil.	\$ 9,000
User Charges	Unfavourability mainly a result of lower than anticipated bus fare revenue (\$24,000) and advertising revenue (\$4,000). Under the on-demand bus model, we experienced lower ridership (approximately 30-40 riders per day). Some of the lower ridership was likely attributable to community not fully recovered from COVID-19.	\$ (28,000)
Contract Services	Favourability is related to decrease in call center usage.	\$ 11,000

## Emergency Measures

Budget Item	Commentary	Amount
User Charges / Transfer to Reserves	Budget represents revenue from electricity sales to the grid from our generator at the arena. No revenues were earned this year. This is offset by a reduction in Transfers to Reserves, thus no impact to the operating budget.	\$ NIL

## Conservation Authority

Budget Item	Commentary	Amount
Contract Services	Costs for Town share of Essex Region Conservation Authority (ERCA) program activities lower than budgeted.	\$ 13,000

## Council

Budget Item	Commentary	Amount
Wages & Benefits	Favourability is driven by lower than anticipated health benefits enrollment (\$8,000), Ward 1 Councilor position vacancy (\$6,000), and lower than anticipated per diems (\$4,000).	\$ 18,000
Professional Development	Unfavourable variance resulting from new council orientation and training, as well as conferences transitioning back to in-person events.	\$ (12,000)
Other Expenditures	Favourable due to many Council meetings and conferences being held virtually due to COVID-19.	\$ 12,000

## Other Protection

### Animal Control

Budget Item	Commentary	Amount
Licences	Dog tag revenue is significantly below budget and prior year actuals.	\$ (9,000)
Contract Services / Transfer from Reserves	Favourable variance primarily a result of the timing of payments for the Rodent Abatement Program (\$10,000). This is offset by a reduction in transfers from reserves. Net impact is NIL.	\$ NIL
Other Expenditures	Favourability primarily due to not utilizing commissionaire services, used to enforce dog tag registration, during the year due to COVID-19.	\$ 14,000

### Crossing Guards

Budget Item	Commentary	Amount
Wages & Benefits	Favourable due to school closures in January 2022 as a result of COVID-19.	\$ 15,000

### Pool

Budget Item	Commentary	Amount
Grants	Projected to be favourable to budget due to greater than anticipated Canadian Summer Student grants.	\$ 31,000
User Charges	Unfavourable due to lower than anticipated Pool program enrollment.	\$ (16,000)
Wages & Benefits	Favourable variance resulting from less overall hours incurred in 2022 than anticipated.	\$ 7,000

### Recreation Other

#### Special Events

Budget Item	Commentary	Amount
Grants	Favourable due to the unbudgeted receipt of ReconnectON and Canadian Summer Student grant funding.	\$ 7,000
Donations	Favourable due to higher than anticipated partnerships from P2P and Essex Power YIC fund.	\$ 9,000
Wages & Benefits	Favourable variance resulting from less actual hours incurred in 2022 than anticipated as a result of COVID. (Confirm w/ Kim)	\$ 7,000

## Planning & Zoning

### Planning & Zoning

Budget Item	Commentary	Amount
Professional Services / Transfer from Reserves	Professional Services are favourable to budget due to less activity than anticipated (\$13,000). This is offset by lower Transfer from Reserves (\$13,000).	\$ NIL
Tecumseh Hamlet Secondary Plan	Increase in project costs of \$21,000 to engage consultant service for consultation with major property owners regarding land servicing cost-sharing strategies. Funded through reserves, so no net impact to the Operating budget.	\$ NIL
Mainstreet Community Improvement Plan	Tecumseh Mainstreet CIP grant program disbursements were \$90,000 below budget. Uncommitted CIP grant program costs are transferred to reserve to be carried forward for future years, therefore no impact to the Operating budget.	\$ NIL
Development Charge Study	Unfavourable variance of \$19,000 mainly resulting from higher than budgeted professional service fees, to be funded through reserves. No net impact to the Operating budget.	\$ NIL
Oldcastle Future Development Lands Study	No costs were incurred as the study was delayed to 2023. Fully funded through reserves, no impact to the Operating budget.	\$ NIL
Comprehensive Zoning By-law	Decrease in costs of \$22,000 are due to a delay in the commencement of the project to late 2022. Fully funded through reserves, thus no impact to the Operating budget.	\$ NIL
Industrial Community Improvement Plan	This project was not included in the 2022 approved budget. Project and funding approved by Council subsequent to budget with actual costs incurred of \$67,000. Fully funded through the Town's Lifecycle Strategic Issues Reserve.	\$ NIL

### Committee of Adjustments

Budget Item	Commentary	Amount
User Charges	Unfavourable, primarily due to fewer minor variance applications projected than originally budgeted.	\$ (10,000)
Wages & Benefits	Favourable due to a reduction in meetings and per diems as a result of COVID-19.	\$ 11,000
Professional Development	Favourable due to fewer Committee members attending OACA Conference.	\$ 5,000

### Agriculture & Reforestation

Budget Item	Commentary	Amount
Grants	Favourable due to higher OMAFRA grant funding as a result overtime incurred by the Drainage Superintendent position.	\$ 7,000
Wages & Benefits / Transfer from Reserves	Favourable variance primarily due to position vacancies during the year.	\$ 55,000
Professional Services	Favourable due to lower than anticipated activity for fiscal 2022.	\$ 10,000



## Arena

### Arena

Budget Item	Commentary	Amount
Grants / User Charges	Unfavourable due to facility and program closures as a result of COVID-19 restrictions. COVID-19 Relief grant funding, deferred from 2021, was used in the amount of \$15,000 to lessen the impact.	\$ (57,000)
Wages & Benefits / Transfer from Reserves	Favourable due to vacancies and reduced hours as a result of facility and program closures. Offset slightly by a Transfer from Reserves.	\$ 48,000
Maintenance Services	Unfavourable primarily due to unanticipated service and repairs of the refrigeration plant required.	\$ (13,000)
Utilities	Favourability driven by lower arena usage due to COVID-19 related closures.	\$ 57,000
Other Expenditures / Transfer from Reserves	Spent an incremental \$15,000 for security personnel related to vaccine passports. These direct COVID-19 operating costs will be funded through reserves established from 2021, thus no impact to Operating budget.	\$ NIL

### Recreation Programs

Budget Item	Commentary	Amount
Grants	Received additional Canadian Summer Student grant funding than budgeted.	\$ 11,000
Wages & Benefits	Favourability due to salary gapping and fewer hours incurred in 2022 than budgeted.	\$ 15,000

## Fire Services

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to lower hours for volunteer firefighters, salary gapping and vacancies.	\$ 93,000
Maintenance Materials & Supplies	Favourability mainly due to supply issues causing the delay in the purchase of uniforms (\$9,000) and equipment (\$4,000) to 2023. Slightly offset by a \$7,000 unfavourable increase in gas costs.	\$ 8,000
Professional Fees / Transfer from Reserves	Favourable expense due to delay in completion of a Fire Master Plan (\$130,000). This is offset by a reduction in Transfers from Reserves (\$130,000), thus no impact to the Operating budget	\$ NIL

## Police

### Police

Budget Item	Commentary	Amount
Grants	Favourability mainly due to 2022 Joint Community Safety and Policing Program funding change, now allowing for recovery of Tecumseh detachment Constable costs. Program administered through the Town of Kingsville (\$78,000).	\$ 67,000
User Charges	Favourability mainly due to greater than anticipated false alarm and O.P.P clearance revenues (\$9,000).	\$ 6,000
Contract Services	Favourable variance is primarily due to lower than anticipated O.P.P contract costs (\$18,000).	\$ 22,000

## Police Service Board

Budget Item	Commentary	Amount
Professional Development	Favourable as members opted for virtual attendance at OAPSB Conference due to COVID-19.	\$ 5,000
Public Relations	Favourability due to not have an active CSO in 2022.	\$ 3,000

## Parks

### Parks

Budget Item	Commentary	Amount
Grants	Favourable to budget due to greater than anticipated Canadian Summer Student grants.	\$ 7,000
User Charges / Transfers to Reserves	Received donations related to the Commemorative Tree and Bench program (\$19,000). These funds will be transferred to reserves, thus no impact to operating budget.	\$ NIL
Wages & Benefits / Transfer from Reserves	Favourability is due to vacancies (including fewer students due to reduced demand on park and sport fields as a result of COVID-19 closures), partially offset with seasonal coverage.	\$ 115,000
Maintenance Materials & Supplies	Unfavourability mainly caused by an increase in materials spending for sports fields after a number of years of reduced spending resulting from COVID.	\$ (17,000)
Maintenance Service	Unfavourable variance primarily due to unanticipated tree trimming & removal required due to storms.	(6,000)
Utilities	Unfavourable due to higher than anticipated usage.	\$ (7,000)
Insurance	Lower than budgeted premiums.	\$ 6,000

## Park Buildings

Budget Item	Commentary	Amount
Grants	Revenue received from Canadian Summer Student grant program greater than budget	\$ 6,000
User Charges	Favourable variance resulting from greater than anticipated hall rental revenue.	\$ 5,000
Wages & Benefits	Favourable variance due to lower overall hours incurred as a result of COVID-19.	\$ 18,000

## Administration

### People & Culture

Budget Item	Commentary	Amount
Professional Services	Unfavourable due to legal services provided on confidential personnel matters.	\$ (32,000)
Professional Development	Favourable due not attending various conferences due to COVID-19.	\$ 6,000
Public Relations	Favourable variance resulting from lower than anticipated expenses incurred in 2022.	\$ 9,000

### Maintenance

Budget Item	Commentary	Amount
Wages & Benefits	Unfavourable due to addition of a co-op student mid-year.	\$ (9,000)

## Advisory Committees

### a) Seniors

Budget Item	Commentary	Amount
Grants	Received additional funding from Seniors Community Grant (SCG) in the year.	\$ 9,000
Total Expenditures	The above noted SCG grant was utilized in the year for education and fitness workshops.	\$ (4,000)

### b) Youth

Budget Item	Commentary	Amount
Total Expenditures	Favourability driven by less activity due to COVID-19 restrictions.	\$ 10,000

## CAO

### a) Tecumseh 100 Celebration

Budget Item	Commentary	Amount
Grants	Higher than budgeted Grant revenue received for the Tecumseh 100 Celebration	\$ 10,000
Donations	Received more than budgeted donations received for Tecumseh 100 Celebration.	\$ 31,000
Total Expenditures	Favourable due to lower overall costs incurred than budget.	\$ 50,000
Transfer from Reserves	Higher than anticipated revenue coupled with lower than budgeted expenditures (see comments above) resulted in having to transfer less from Reserves.	\$ (91,000)

**b) Other**

<b>Budget Item</b>	<b>Commentary</b>	<b>Amount</b>
Professional Fees – Legal / Transfer from Reserves	Favourability due to lower than anticipated costs to be spent on ongoing lottery litigation (\$188,000), offset by decrease in required amount to be Transferred from Reserves (\$158,000).	\$ 30,000
Professional Fees – Other	Favourable due to overall lower than anticipated activity.	\$ 56,000

**Technology & Client Services**

<b>Budget Item</b>	<b>Commentary</b>	<b>Amount</b>
Grants	Favourability driven by the following grants: \$50,000 for Municipal Modernization Program Intake 2 (MMP2) for digital strategy received in fiscal 2022. \$16,000 of deferred grant revenue from fiscal 2021. \$4,200 for Canadian Summer Student grant.	\$ 70,000
User Charges	Unfavourable due to lower SCADA cost recoveries from the City of Windsor than anticipated. This account fluctuates depending on maintenance costs incurred.	\$ (6,000)
Transfers from Reserves	As a result of increased grant revenue, funds are no longer anticipated to be required from Reserves to support the implementation of Cloud Strategies.	\$ (39,000)
Wages & Benefits	Favourable variance primarily due to vacancies.	\$ 91,000
Office Supplies & Equipment Maintenance	Favourable variance primarily due to lower than anticipated Computer Support/Software costs incurred in 2022 (\$11,000). Cybersecurity monitoring projects were delayed to 2023	\$ 13,000

<b>Budget Item</b>	<b>Commentary</b>	<b>Amount</b>
Professional Fees	Unfavourable due to greater than anticipated costs incurred to implement Cloud/Digital Strategy. This is partially offset with additional revenue received, as noted above. Additionally, unbudgeted costs were incurred to complete the Bring Your Own Device (BYOD) policy.	\$ (39,000)
Communication	Unfavourable to budget due to an increase in employees requiring communication devices.	\$ (9,000)

### Customer Service

<b>Budget Item</b>	<b>Commentary</b>	<b>Amount</b>
Wages & Benefits	Favourable variance due to vacancies.	\$ 65,000
Professional Fee – Other	Favourability mainly due to deferring citizen satisfaction survey to spring 2023 (\$15,000).	\$ 14,000

### Financial Services

<b>Budget Item</b>	<b>Commentary</b>	<b>Amount</b>
Wages & Benefits	Favourability driven by vacancies.	\$ 163,000
Professional Development	Favourable variance resulting from lower than anticipated activity during 2022.	\$ 8,000
Grants / Professional Fees	Variance to budget due to \$18,000 for professional fees related to the Payroll Service Delivery review. These fees are directly offset by grant revenue (MMP2) received for this project in 2021 carried forward to 2022.	NIL

## Legislative & Clerk Services

### a) General

Budget Item	Commentary	Amount
Grants / Licenses & Permits	Lottery licenses are unfavourable due to loss of revenue as a result of COVID-19. COVID-19 Relief grant funding, deferred from 2021, used in the amount of \$100,000 to offset impact to operating budget. Net impact is Nil.  Grants are unfavourable \$6,000 due to deferral of MMP-3 grant for records management.	\$ (6,000)
Transfer from Reserves	Lower than anticipated because of full cost recovery for the Records & Information Management Review under the MMP-3 grant and lottery license deficit being funded from COVID-19 Relief grant funding.	\$ (12,000)
Wages & Benefits	Favourable due to vacancies.	\$ 163,000
Professional Development	Favourable due to lower activity than anticipated in 2022.	\$ 9,000
Professional Services	Unfavourable, primarily due to 1) Fees related to alley closures (\$12,000) 2) Increased legal activity related to the review of various agreements (\$8,000) 3) Carryover of fees related to Clerk Review that started in Q4 2021 (\$8,500)  Offset by favourable \$18,000 variance for Records & Information Management Review completed in 2023.	\$ (13,000)
Other Expenditures	Favourability due to not hosting a volunteer appreciation night during 2022 as a result of COVID-19 (\$4,000), deferral of additional shredding cost related to records management initiatives (\$2,000) and reclassing costs of Datafix software to Information Technologies department (\$2,000).	\$ 10,000



## Rate Supported

Significant variances within department operating budgets are summarized below. A positive number represents a favourable variance (increases in revenues or decreases in expenditures).

### Sanitary Sewers

Budget Item	Commentary	Amount
User Charges	Favourability due to higher non-residential consumption (\$142,000), higher sewer capital charges (\$31,000) and development review recoveries (\$6,000).	\$ 180,000
Maintenance Materials & Supplies	Unfavourable variance primarily due to unanticipated cost incurred for excavation mats in Q4 2022.	\$ (7,000)
Maintenance Services	Unfavourable variance due to unbudgeted Private Drain Connection (PDC) replacements and unanticipated repairs required to the St. Alphonse pump station.	\$ (23,000)
Contract Services	Favourable variance resulting from lower overall consumption volumes than budgeted (approximately 23% decrease), offset by higher than budgeted rates for wastewater treatment costs from the City of Windsor (approximately 18% increase). City rates are based on prior year operating costs per volume.	\$ 63,000
Utilities	Unfavourable due to greater than anticipated usage.	\$ (6,000)
Grants Expense	Favourable due to lower than anticipated intake of wastewater backflow and foundation disconnection subsidy program.	\$ 59,000

## Waterworks System

### Watermain and Services

#### a) General

Budget Item	Commentary	Amount
Grants	Favourable, due to unanticipated receipt of Canadian Summer Student grant funding.	\$ 5,000
User Charges	Favourable, primarily due to greater than anticipated development activity in Q3/Q4 (\$22,000), as well as insurance proceeds for the replacement of service truck tools stolen.	\$ 43,000
Wages & Benefits/Transfer from Reserves	Favourable due to vacancies.	\$ 234,000
Maintenance Materials & Supplies	Unfavourability mainly due to higher than budgeted fuel rates (\$14,000) and costs for a locator replacement and Chlorine residual kits (\$15,000). In addition, service truck tool replacement cost (\$28,000) were incurred due to theft, partially offset by insurance proceeds noted above.	\$ (46,000)
Purchases for Resale	Unfavourability due to bulk water purchase rates greater than budgeted.	\$ (48,000)
Maintenance Service	Unfavourable variance primarily due to unplanned asphalt repairs.	\$ (5,000)

### General Waterworks

Budget Item	Commentary	Amount
User Charges	Favourable, primarily due to higher than anticipated residential and non-residential consumption (\$19,000 & \$171,000 respectively) and fixed charges (\$52,000).	\$ 253,000
Wages & Benefits	Unfavourability due to shared cost of Development Engineer for 2022 fourth quarter as well as additional overtime	\$ (9,000)
Professional Development	Projected to be favourable due to lower than budget professional development during the year.	\$ 12,000
Professional Services	Favourable variance resulting from lower than anticipated activity in 2022.	\$ 20,000

### Water Oasis

Budget Item	Commentary	Amount
Maintenance	Unfavourable due to repairs required to the building subsequent to a hit and run incident.	\$ (5,000)

**Attachment 3**

**2022 Year End Variance - Capital Summary by Department**

**PWES Capital Projects**

Schedule includes projects planned for 2022 and prior year carry-forward projects

		a)	b)	c)=a)-b)	d)=c)/a)	
Cost Centre	2022 PWES Capital Projects (and Carry Forward Projects)	Total Approved or Revised Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	Substantially Completed as of Dec. 31, 2022 (Yes/No)
0002	Road Paving - Tar & Chip	\$ 100,000	\$ 91,408	\$ 8,592	8.59%	Yes
0002	Road Paving Asphalt	\$ 1,100,000	\$ 957,432	\$ 142,568	12.96%	Yes
0002	Road Paving - Crack Sealing	\$ 100,000	\$ 102,350	\$ (2,350)	-2.35%	Yes
0001	Sidewalk Repair Program (Various Location)	\$ 69,000	\$ 32,269	\$ 36,731	53.23%	Yes
1902	Traffic Signal Controller Update	\$ 150,000	\$ 55,548	\$ 94,452	62.97%	No
1609/1625	Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 1,604,700	\$ 1,346,012	\$ 258,688	16.12%	No
2004	Tecumseh Signage Project Study	\$ 76,000	\$ 64,034	\$ 11,966	15.74%	No
1703	Riverside Drive Trail	\$ 3,131,116	\$ 1,386,785	\$ 1,744,331	55.71%	No
2101	Lesperance Road Multi-Use Trail - CR22 to CR42	\$ 137,500	\$ 75,821	\$ 61,679	44.86%	No
2003	Tecumseh Road Multi-Use Path (Arlington to DM Eagle)	\$ 100,000	\$ -	\$ 100,000	100.00%	No
2202	Bridge and Culvert Needs Study (with Spans>3.0m)	\$ 39,000	\$ 36,362	\$ 2,638	6.76%	Yes
2005	Lesperance/VIA Rail Improvements	\$ 4,271,200	\$ 253,494	\$ 4,017,706	94.07%	No
2006	Lanoue Street Improvements	\$ 488,300	\$ 122,903	\$ 365,397	74.83%	No
2103	TTMP Bicycle Sharrows	\$ 15,000	\$ 11,394	\$ 3,606	24.04%	No
2105	Brighton Road Traffic Improvements	\$ 30,000	\$ 8,456	\$ 21,544	71.81%	Yes
2203	Water Sampling Station Replacement	\$ 37,000	\$ 15,844	\$ 21,156	57.18%	No
9900	Annual Project Contingency	\$ 250,000	\$ 200,498	\$ 49,502	19.80%	Yes
2107	CWATS Study Pike Creek/Tecumseh Road	\$ 6,000	\$ 9,295	\$ (3,295)	-54.91%	No
	<b>Snake Lane Culvert Replacements</b>					
2108	Snake Lane Road - Culverts No. 42	\$ 62,300	\$ 46,307	\$ 15,993	25.67%	No
2123	Snake Lane Road - Culverts No. 53	\$ 65,100	\$ 41,629	\$ 23,471	36.05%	No
2124	Snake Lane Road - Culverts No. 54	\$ 65,100	\$ 48,021	\$ 17,079	26.23%	No
2109	Baseline Rd/Pike Cr Bridge 1005 - Bank Stabilization	\$ 250,000	\$ -	\$ 250,000	100.00%	No
1718	Manning Road/ETLD Drain Relocation - Phase 2	\$ 5,621,300	\$ 5,173,533	\$ 447,767	7.97%	Yes
1719	Manning Road - Road Reconstruction - Phase 3	\$ 328,000	\$ 272,046	\$ 55,954	17.06%	No
1904	Expansion/Improvement PW Yard (North)	\$ 160,000	\$ 150,103	\$ 9,897	6.19%	No
2009	CR42 and CR 43 Improvements	\$ 4,089,750	\$ 51,225	\$ 4,038,525	98.75%	No

Attachment 3

2022 Year End Variance - Capital Summary by Department

PWES Capital Projects

Schedule includes projects planned for 2022 and prior year carry-forward projects

		a)	b)	c)=a)-b)	d)=c)/a)	
Cost Centre	2022 PWES Capital Projects (and Carry Forward Projects)	Total Approved or Revised Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	Substantially Completed as of Dec. 31, 2022 (Yes/No)
2204	North Tecumseh Water Distribution Model	\$ 70,000	\$ 3,195	\$ 66,805	95.44%	No
2111	CR43/Banwell Watermain - Intersection to South CPR	\$ 130,900	\$ 23,954	\$ 106,946	81.70%	No
	<b>2021 Various Watermain Replacement Project</b>					
2112	Banwell and 12th Concession Road (North) Watermains	\$ 608,600	\$ 37,318	\$ 571,282	93.87%	No
2120	Old Tec and 12th Concession Road (South) Watermains	\$ 499,500	\$ 246,444	\$ 253,056	50.66%	No
2113	Hwy 3/CR34 Water Valve Replacement	\$ 456,300	\$ 21,042	\$ 435,258	95.39%	No
2114	Watermain Anode Program - Inspection/Replacement	\$ 279,690	\$ 269,121	\$ 10,569	3.78%	Yes
2104	2020 Water and Wastewater Rate Study	\$ 20,000	\$ -	\$ 20,000	100.00%	Yes
1807	Sylvestre Drive Sanitary Sewer Extension	\$ 285,000	\$ 149,482	\$ 135,518	47.55%	No
1911	Delduca Drive Sanitary Sewer	\$ 524,350	\$ 179,513	\$ 344,837	65.76%	No
1910	Cty Rd 46/Webster/Laval Sanitary Sewer Exten.	\$ 445,250	\$ 284,573	\$ 160,677	36.09%	No
1913	Sanitary Sewer Model Update & Flow Monitoring	\$ 345,000	\$ 310,306	\$ 34,694	10.06%	No
2205	8th Concession Sanitary Sewer By-Law	\$ 45,000	\$ 12,395	\$ 32,605	72.46%	No
	<b>2021 Sanitary Pump Station Improvements</b>					
2201	Gauthier Sanitary Pump Station	\$ 15,000	\$ 6,974	\$ 8,027	53.51%	Yes
2125	Sylvestre Drive Sanitary Pump Station	\$ 55,000	\$ 21,286	\$ 33,715	61.30%	Yes
2126	Lakewood Sanitary Pump Station	\$ 54,500	\$ 15,220	\$ 39,280	72.07%	Yes
1809	SCADA Software-Server Upgrades	\$ 46,250	\$ 120,051	\$ (73,801)	-159.57%	Yes
2012	Tecumseh Hamlet SPA EA FSR	\$ 805,000	\$ 194,332	\$ 610,668	75.86%	No
9999	Oldcastle Storm Drainage Master Plan	\$ 535,000	\$ 70,232	\$ 464,768	86.87%	Yes
1915	Scully & St. Marks Storm PS/Riverside Drive	\$ 17,050,000	\$ 838,005	\$ 16,211,995	95.09%	No
2116	P.J. Cecile (Kensington) Storm Pump Station	\$ 2,000,000	\$ 10,481	\$ 1,989,519	99.48%	No
2117	Turkey Creek Watershed Assessment - Phase 1 and 2	\$ 60,000	\$ 13,085	\$ 46,915	78.19%	No
2010	Shoreline Management Plan	\$ 350,000	\$ 323,827	\$ 26,173	7.48%	Yes
2011	Stormwater Rate Study	\$ 45,000	\$ 35,446	\$ 9,554	21.23%	No
1921	MRSPA - Pond Design and Construction	\$ 2,780,000	\$ 1,294,161	\$ 1,485,839	53.45%	No
2121	Tecumseh Road Storm and Road Improvements	\$ 5,809,500	\$ 4,065,221	\$ 1,744,279	30.02%	No

**Attachment 3**

**2022 Year End Variance - Capital Summary by Department**

**PWES Capital Projects**

Schedule includes projects planned for 2022 and prior year carry-forward projects

		a)	b)	c)=a)-b)	d)=c)/a)	
Cost Centre	2022 PWES Capital Projects (and Carry Forward Projects)	Total Approved or Revised Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	Substantially Completed as of Dec. 31, 2022 (Yes/No)
2122	CR19 Watermain Project - CR22 to Jamsyl	\$ 758,000	\$ 14,803	\$ 743,197	98.05%	No
2129	Centennial/Woodbridge Watermain	\$ 3,500,000	\$ 28,629	\$ 3,471,371	99.18%	No
2206	Tecumseh Hamlet SPA - NW Water and Wastewater	\$ 1,060,000	\$ 763	\$ 1,059,237	99.93%	No
	<b>Total:</b>	<b>\$ 60,979,206</b>	<b>\$ 19,142,629</b>	<b>\$ 41,836,577</b>	<b>68.61%</b>	

**Annual General Allocation - Detail Project Listing:**

At Dec 31, 2022

Parking lot #1 repair	21,115.21
Sidewalk replacement - Tecumseh road Brighton to East Pike	54,950.44
BIA Lot improvements	8,935.55
Gauthier PS Assessment	35,482.29
New Gateway Sign/ Guardrail on sidewalk	16,118.80
Cedarwood sanitary PS	17,432.48
South water system analysis	31,486.49
Check vac/new pump	5,296.61
water bottle refilling station	1,622.05
HVAC Unit at museum	3,737.73
Building - Add'l Air Dryer to Compressor	4,319.92
	<u>200,497.57</u>

**Attachment 4**  
**2022 Year End Variance - Capital Summary by Department**  
**Technology and Communications**  
**Schedule includes projects planned for 2022 and prior year carry-forward projects**

Department	2022 Capital Projects (and Carry Forward Projects)	a)	b)	c)= a)-b)	d)=c)/a)	Substantially Completed as of Dec. 31, 2022 (Yes/No)
		Total Approved Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	
TCS - 1230-6130	PC Replacements	\$ 20,000	\$ 45,227	-\$ 25,227	-126.13%	Yes
TCS - 1230-6130	Network Upgrades	\$ 25,000	\$ 11,781	\$ 13,219	52.88%	Yes
TCS - 1230-6130	Video Surveillance	\$ 6,000	\$ 9,194	-\$ 3,194	-53.23%	Yes
TCS - 1230-6130	A/V Systems	\$ 5,000	\$ 6,193	-\$ 1,193	-23.86%	Yes
TCS	Miscellaneous Software	\$ 5,000	\$ -	\$ 5,000	100.00%	No
TCS - 1230-6130	Microsoft Office Update	\$ 20,000	\$ 6,487	\$ 13,513	67.56%	No
TCS - 1230-6130	Virtual Server Upgrades	\$ 110,000	\$ 1,838	\$ 108,162	98.33%	No
TCS	GPS Data Collector Unit	\$ 15,000	\$ -	\$ 15,000	100.00%	No
TCS - 1230-6130	FMW Capital Module update	\$ 20,000	\$ 2,748	\$ 17,252	86.26%	No
TCS - 1230-6130	Time and Attendance Software	\$ 50,000	\$ 2,862	\$ 47,138	94.28%	No
TCS	Data Backup Solution	\$ 15,000	\$ -	\$ 15,000	100.00%	No
TCS	Copier	\$ 2,200	\$ -	\$ 2,200	100.00%	No
TCS	Total TCS	\$ 293,200	\$ 86,329	\$ 206,871	70.56%	

**Attachment 5**  
**2022 Year End Variance - Capital Summary by Department**  
**Community Safety**  
 Schedule includes projects planned for 2022 and prior year carry-forward projects

Department	Fire Equipment	a)	b)	c)= a)-b)	d)=c)/a)	Substantially Completed as of Dec. 31, 2021 (Yes/No)
		Total Approved Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	
Fire - 2100-6100	1 Pager	\$ 600	\$ 463	\$ 137	22.83%	Yes
Fire - 2100-6100	5 Firefighter Helmets	\$ 2,875	\$ 3,867	\$ (992)	-34.49%	Yes
Fire - 2100-6100	6 Bunker Gear	\$ 16,800	\$ 15,574	\$ 1,226	7.30%	Yes
Fire - 2100-6100	10 Leather Boots	\$ 5,500	\$ 6,671	\$ (1,171)	-21.29%	Yes
Fire - 2100-6100	Vehicle Extrication	\$ 50,000	\$ 39,543	\$ 10,457	20.91%	Yes
Fire - 2100-6100	Locker Replacement Station 2	\$ 16,000	\$ 13,872	\$ 2,128	13.30%	Yes
<b>Fire</b>	<b>Total Fire</b>	<b>\$ 91,775</b>	<b>\$ 79,989</b>	<b>\$ 11,786</b>	<b>87.16%</b>	



Attachment 6  
 2022 Year End Variance - Capital Summary by Department  
 Arena, Pool and Buildings  
 Schedule includes projects planned for 2022 and prior year carry-forward projects

Department	Project Name	a)	b)	c)= a)-b)	d)=c)/a)	Substantially Completed as of Dec. 31, 2021 (Yes/No)
		Total Approved Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	
Arena - 7500	Replacement of HVAC Units (from 2021)	\$ 60,000	\$ 62,900	\$ (2,900)	-4.83%	Yes
Arena - 7500	Refrigeration Room Electrical Panel Upgrades (from 2021)	\$ 30,000	\$ 11,450	\$ 18,550	61.83%	Yes
Arena - 7500	Arena Roof Refurbishment	\$ 50,000	\$ 50,000	\$ -	0.00%	Yes
Arena - 7500	Replacement of Rink B Brine Pump and Chiller	\$ 180,000	\$ 166,670	\$ 13,330	7.41%	Yes
Arena - 7500	Fire Suppression System Repairs and Upgrades	\$ 20,000	\$ 8,748	\$ 11,252	56.26%	Yes
Arena - 7500	Replacement of Community LED Sign Board	\$ 50,000	\$ 52,500	\$ (2,500)	-5.00%	Yes
Arena - 7500	Annual Capital Contingency Projects	\$ 20,000	\$ 9,153	\$ 10,847	54.24%	Yes
<b>Arena</b>	<b>Total Arena</b>	<b>\$ 410,000</b>	<b>\$ 361,421</b>	<b>\$ 48,579</b>	<b>11.85%</b>	
Pool - 7550	Replacement of Tot Pool Heater	\$ 10,000	\$ 8,141	\$ 1,859	18.59%	Yes
Pool - 7550	Installation of Eavestroughs on South Building	\$ 3,000	\$ 1,576	\$ 1,424	47.46%	Yes
Pool - 7550	Replacement of Inlet of Tot Pool	\$ 2,000	\$ 850	\$ 1,150	57.50%	Yes
Pool - 7550	Painting of Side Walls in Lap Pool	\$ 20,000	\$ 18,851	\$ 1,149	5.74%	Yes
Pool - 7550	Upgrade Light Fixtures to LED	\$ 10,000	\$ 315	\$ 9,685	96.85%	Yes
Pool - 7550	Coping Repairs to Concrete Surface	\$ 3,000	\$ 2,610	\$ 390	13.01%	Yes
Pool - 7550	Annual Capital Contingency Projects	\$ 20,000	\$ 19,186	\$ 814	4.07%	Yes
<b>Pool</b>	<b>Total Pool</b>	<b>\$ 68,000</b>	<b>\$ 51,529</b>	<b>\$ 16,471</b>	<b>24.22%</b>	
Building - 7600-4040	CADA Library Architect Services Contract (from 2021)	\$ 60,000	\$ 30,706	\$ 29,294	48.82%	No
Building - 1200-6300	Town Hall HVAC Roof Top Units Replacement (10 units)	\$ 240,000	\$ 208,335	\$ 31,665	13.19%	Yes
Building - 1200-6300	Portable Air Filtration Units	\$ 32,000	\$ 48,180	\$ (16,180)	-50.56%	Yes

**Attachment 6**  
**2022 Year End Variance - Capital Summary by Department**  
**Arena, Pool and Buildings**  
**Schedule includes projects planned for 2022 and prior year carry-forward projects**

Department	Project Name	a)	b)	c)= a)-b)	d)=c)/a)	Substantially Completed as of Dec. 31, 2021 (Yes/No)
		Total Approved Budget as of Dec 31, 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2022 \$ Surplus/(Deficit)	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	
Building - 7110-6300	St. Clair Beach Community Centre 'A' Side HVAC Unit Replacement	\$ 24,000	\$ 17,370	\$ 6,630	27.62%	Yes
Building-7600-6300	CADA Library HVAC Unit Replacement	\$ 44,000	\$ 49,031	\$ (5,031)	-11.43%	Yes
Building	Fire Hall #1 Expansion Architect Services Contract	\$ 65,000	\$ -	\$ 65,000	100.00%	No
Building-7600-6300	CADA Library - Remediation Work (Programming Room)	\$ 20,000	\$ 4,126	\$ 15,874	79.37%	No
Building - 2200-6300	OPP Fire Panel Upgrade	\$ 6,500	\$ 4,817	\$ 1,683	25.89%	Yes
Building-2100-6300	Fire Hall #2 HVAC Unit Replacement	\$ 20,000	\$ 18,397	\$ 1,603	8.01%	Yes
Building1200-6300,2200-6300;7100-6300;7110-6300	Electric Vehicle (EV) Charging Stations	\$ 100,000	\$ 75,964	\$ 24,036	24.04%	Yes
Building 32-5-4300-6300	Oasis Concrete Pad Replacement	\$ 50,000	\$ 50,493	\$ (493)	-0.99%	Yes
Building 1200-6300;1200-2000; 1200-6100	Annual Capital Contingency Projects	\$ 40,000	\$ 29,165	\$ 10,835	27.09%	Yes
Building	Total Building	\$ 701,500	\$ 536,586	\$ 164,914	23.51%	

**Attachment 6**  
**2022 Year End Variance - Capital Summary by Department**  
**Arena, Pool and Buildings**  
**Schedule includes projects planned for 2022 and prior year carry-forward projects**

<b>Annual Capital Contingency Projects:</b>	<b>At Dec 31, 2022</b>
Arena Mechanical Room Fusing Upgrade	\$ 3,293
Arena Dehumidifier repair	5,860
Building - Fire Hall Roof Cap Repair	9,464
Building - Flag Pole Legion	6,767
Building - Town Hall EV Charge Station	526
Building - OPP - Water Bottle Refilling Station	2,589
Building - Water Filling Station	967
Building - Town Hall Tecumseh Boardroom reno	8,853
Pool - Backflow Waterflow Improvement	1,221
Pool - Hot Water Tank	1,933
Pool - Splash Pad Pump and Check Valve	6,380
Pool - Holding Tank Pump	2,476
Pool - Tot Pool Sand Filter and Parts	7,176
<b>Total Annual Capital Contingency Projects</b>	<b>\$ 57,505</b>

**Attachment 7**  
**2022 Year End Variance - Capital Summary by Department**  
**Parks**  
 Schedule includes projects planned for 2022 and prior year carry-forward projects

Department	Project Name	Total Approved Budget as of Dec 31, 2022	a)	b)	c)= a)-b)	d)=c)/a)	Substantially Completed as of Dec. 31, 2021 (Yes/No)
			Actuals From Jan. to Dec. 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2021 \$ (Surplus)/Deficit	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	
7100-4020	Lakewood North - historical storyboard	\$ 10,000	\$ 3,000	\$ 3,000	\$ 7,000	70.00%	
7100-6300	McAuliffe Park - washroom renovation	\$ 15,000	\$ 11,731	\$ 11,731	\$ 3,269	21.79%	Yes
7100-2000; 7100-2400; 7100-2500	Chippewa Park - Courtyard Refurbishing	\$ 30,000	\$ 13,540	\$ 13,540	\$ 16,460	54.87%	
7100-2400	Park Sign Replacement	\$ 15,000	\$ 13,750	\$ 13,750	\$ 1,250	8.33%	Yes
7100-2000; 7100-4040	Lacasse Baseball Grandstand - replacement design	\$ 795,000	\$ 138,066	\$ 138,066	\$ 656,934	82.63%	No
7100-2000;7100-2400	Lakewood and McAuliffe - Community LED Signs	\$ 175,000	\$ 179,090	\$ 179,090	\$ (4,090)	-2.34%	Yes
7100-2000;7100-2400	St Mary's Park - baseball dugouts	\$ 10,000	\$ 13,455	\$ 13,455	\$ (3,455)	-34.55%	Yes
7100-2400	Bench and Garbage Can Replacements	\$ 12,000	\$ 13,494	\$ 13,494	\$ (1,494)	-12.45%	Yes
7100-2400	Sports Fields Top Dressing Overseeding	\$ 15,000	\$ 19,974	\$ 19,974	\$ (4,974)	-33.16%	
7100-2000	Install Manufactured Wood Chips at Play Sets	\$ 15,000	\$ 17,884	\$ 17,884	\$ (2,884)	-19.23%	Yes
7100-2400	Park Sign Replacement	\$ 15,000	\$ 13,546	\$ 13,546	\$ 1,454	9.69%	Yes
7100-2000	St Mary's Park - backflow preventor and and booster pump	\$ 16,000	\$ 13,127	\$ 13,127	\$ 2,873	17.96%	Yes
7100-2400	Lakewood Pickleball - fencing and landscaping	\$ 20,000	\$ 3,786	\$ 3,786	\$ 16,214	81.07%	Yes
	Rocheleau Park - Toddler Playset	\$ 25,000	\$ -	\$ -	\$ 25,000	100.00%	
7100-2400	Annual Capital Contingency Projects	\$ 25,000	\$ 8,349	\$ 8,349	\$ 16,651	66.60%	Yes
7100-2000	Weston Park - Washroom Holding Tanks	\$ 25,000	\$ 12,720	\$ 12,720	\$ 12,280	49.12%	Yes
7100-2000	Weston Park Tennis Court Refurbishing	\$ 45,000	\$ 40,195	\$ 40,195	\$ 4,805	10.68%	
	Shawano Park - playset replacement	\$ 70,000	\$ -	\$ -	\$ 70,000	100.00%	
7100-4040	Lakewood Park Design Washrooms and Splash Pad	\$ 75,000	\$ 11,191	\$ 11,191	\$ 63,809	85.08%	No
7100-2000;7100-2400;7100-4020	Pickleball Courts - balance of project from 2021	\$ 775,000	\$ 181,347	\$ 776,438	\$ (1,438)	-0.19%	Yes
7100-2000;7100-6150	Buster Reaume Park - Play Set Installation	\$ 50,000	\$ 42,810	\$ 42,810	\$ 7,190	14.38%	Yes
7100-6150	Green Acres Optimist Park - Playground	\$ 100,000	\$ 57,555	\$ 57,555	\$ 42,445	42.45%	Yes
	<b>Total Parks</b>	<b>\$ 2,333,000</b>	<b>\$ 808,610</b>	<b>\$ 1,403,700</b>	<b>\$ 929,300</b>	<b>39.83%</b>	

Attachment 7  
 2022 Year End Variance - Capital Summary by Department  
 Parks  
 Schedule includes projects planned for 2022 and prior year carry-forward projects

Department	Project Name	Total Approved Budget as of Dec 31, 2022	a)	b)	c)= a)-b)	d)=c)/a)	Substantially Completed as of Dec. 31, 2021 (Yes/No)
			Actuals From Jan. to Dec. 2022	Total Actuals From Project Start to Dec 31, 2022	Variance As of Dec. 31, 2021 \$ (Surplus)/Deficit	Variance As of Dec. 31, 2022 % Surplus/(Deficit)	
7100-2500	<b>Reforestation</b> Tree Inventory	\$ 40,000	\$ 40,067	\$ 40,067	\$ (67)	-0.17%	Yes
7100-2500	Tree Planting	\$ 30,000	\$ 21,478	\$ 21,478	\$ 8,522	28.41%	Yes
7100-2000; 7100-2400	Trails Lacasse washroom trail from Pavillion & Courts	\$ 30,000	\$ 32,736	\$ 32,736	\$ (2,736)	-9.12%	Yes
	<b>Grand Total Costs</b>	<b>\$ 2,433,000</b>	<b>\$ 902,892</b>	<b>\$ 1,497,982</b>	<b>\$ 935,018</b>	<b>38.43%</b>	

<b>Annual Capital Contingency Projects:</b>	As at Dec 31, 2022
Weston Park - Custom Plaques	\$ 290
Commemorative Bench Plaque Replacement	808
Commemorative Tree Plaque Replacement	3,745
Baseball Infield Clay	3,507
	<u><u>\$ 8,349</u></u>

**Appendix 8**  
**2022 Year End Variance - Tender Results**

Project	Awarded to	Department	Amount
Municipal Elections 2022 - Internet & Phone Voting	Scytl Canada	Legislative	\$ 57,498
Asphalt Paving	Coco Paving	PW	\$ 997,750
Tar & Chip 2022	Shepley Road Maintenance Ltd	PW	\$ 209,690
Town of Tecumseh Supply of Equipment for Parks Department 2022 (Tractor, mower, TV)	C.L. Benninger Equipment (1995) Ltd./South Point Equipment	Parks	\$ 72,680
Lesperance rd. Via Rail Crossing Improvements	SEE RFT#64	PW	\$ 4,007,540
Supply of Fire Services Truck 2022	East Court Ford Lincoln	Fire	\$ 56,999
Tecumseh Rd. East Street & Storm Sewer Improvement	Coco Paving	PW	\$ 4,857,000
Curtis Drain	Not awarded - See RFT#66 - No Submissions	PW	\$ -
New Zoning By-law	WSP	Development	\$ 79,886
Riverside Drive Multi Use Pathway	Not Awarded - See RFT#61 - No Submissions	N/A	\$ -
Ancillary Consulting Services for Scully St. Marks PS	Wood Canada	PW	\$ 226,005
Corporate Records & Information Management Review	Imerge Consulting	Clerks	\$ 39,200
Architect Services Design and construction management for Lakewood Park washroom facility	Archon Architects Inc.	Parks	\$ 48,000
Centennial Dr. Woodridge Dr. and Connections Watermain Replacement	HRYCAY	PW	\$ 248,844
Riverside Drive Multi Use Trail	Piera Construction	PW	\$ 2,391,961
Tecumseh Arena & Recreation Complex Concession Services	2739098 Ontario Inc. (Keith Rajsig)	Parks	\$ 1,400
Strategic Fire Master Plan & Community Risk Assessment	Emergency Management Group	Fire	\$ 97,820
Re-Tender Lesperance rd. Via Rail Crossing Improvements	Rudak Excavating	PW	\$ 2,961,219
Supply of Vehicles Various Vehicles 2022	Amherstburg Chevrolet & Provincial Chrysler	PW	\$ 186,352
Curtis Drain	Matassa Inc.	PW	\$ 878,575
Supply of Vehicles Water Service Truck 2022	Oxford Dodge Chrysler	PW	\$ 114,377
Animal Control Services	Essex County K9 Services		\$ 66,000
PJ Cecile Pump Station Consulting Services	Stantec	PW	\$ 1,157,400
Lacasse Park Grandstands	Gulf Developments Inc.	Parks	\$ 2,996,218
Citizen Satisfaction Survey 2022	Nanos Research Corp.	IT	\$ 12,991
Architect services design & construction for Maidstone Recreation Centre Outdoor Washrooms	2MK Architects	Parks	\$ 42,800
South Talbot Rd Drain East and 12th line Drain	Nevan Construction Inc.	PW	\$ 139,621
Tecumseh Rd. Streetscape Interim On- street parking	Provincial Road Markings Inc.	PW	\$ 19,252
CADA Library Architectural Services	Archon Architects Inc.	Recreation	\$ 86,462
Electrical Vehicle Charging Stations	Service FLO Inc.	Parks	\$ 34,180
EV Recharging Stations Installation	Rorison	Parks	\$ 49,880
McAuliffe Park Election Sign	Rapid Drainage		\$ 2,300
Town Hall HVAC roof top units (10)	Trane Canada ULC	Parks	\$ 173,449
2 HVAC Unit Tecumseh Arena	Trane Canada ULC		\$ 62,900
PW Tractor	Huron Tractor	PW	\$ 145,000
Arena roof refurbishment	Kingsville Roofing	Parks	\$ 52,500
Portable Air Filtration Units for Town Hall	Trane ULC	Parks	\$ 32,856
Rat Abatement Pilot Program	Pro Trap	Clerks	\$ 20,000
Supply & Install 4 HVAC Units at St. Clair Beach Comm. Centre	Vollmer		\$ 17,070
Duct Cleaning Service for Town Hall	Vollmer		\$ 24,313
			<b>\$ 22,667,988</b>



## The Corporation of the Town of Tecumseh

Legislative & Clerk Services

**To:** Mayor and Members of Council

**From:** Robert Auger, Director Legislative Services & Clerk

**Date to Council:** September 12, 2023

**Report Number:** LCS-2023-27

**Subject:** Request for Noise By-Law Exemption – Tabouli by Eddy's

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### Recommendations

It is recommended:

**That** Report LCS-2023-27 entitled “Request for Noise By-Law Exemption – Tabouli by Eddy’s”, **be received**;

**And that** Council **authorize** Administration to grant Tabouli by Eddy’s, located at 1614 Lesperance Road, an exemption from the Emission of Sounds By-Law 2002-07, as amended (the “Noise By-Law”), on Saturday, September 23, 2023, between the hours of 9:00 p.m. and 11:30 pm to permit music entertainment;

**And further that** the area residents **be informed** by Tabouli by Eddy’s of this exemption from the Noise By-Law, and Administration communicate the exemption to the OPP;

**And furthermore that** concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to **be monitored**.

### Background

Tabouli by Eddy’s (“Tabouli”) has requested an exemption from the Town’s Noise By-Law. The exemption has been requested to permit outdoor music entertainment for its

patio from Saturday, September 23, 2023, at 9:00 p.m. to Sunday, September 24, 2023, at 1:00 a.m.

## Comments

The Noise By-Law prohibits the emission of sound resulting from:

“The sound from or created by any radio, phonograph, tape player, television, public address system, sound equipment, loudspeaker, or any musical or sound production instrument of whatever kind when the same is played or operated in such a manner or which such volume as to disturb the peace, quiet, comfort or repose of any individual in any office, dwelling house, apartment, hotel, hospital or any other type of residence”

at all times in all residential, agricultural, and commercial areas (Table 4-1, Part 4).

Paragraph 6 of the Noise By-Law allows for persons to make application to Council for an exemption from the By-Law's provisions with respect to any source of sound, or vibration, for which they may be prosecuted. Council may, by resolution, grant the exemption, together with any additional terms or conditions deemed appropriate.

Council has granted authorization to the Director Legislative Services & Clerk to grant exemptions to the Noise By-Law no later than 11:30 p.m. only. The owner's request is for an exemption extending to 1:00 a.m., which is outside the delegated authority and therefore is being brought before Council for decision.

The Town has consulted with the OPP on this request, and it is recommended that an exemption to the Noise By-Law be granted to Tabouli to permit outdoor music entertainment on Saturday, September 23, 2023, until 11:30 p.m. and that the area residents be informed by Tabouli of this exemption from the Noise By-Law.

In prior years, requests from Tabouli and other businesses for music entertainment until 11:30 p.m. on Saturdays have been approved.

The Noise By-Law is enforced by the OPP. If complaints or concerns from the area residents regarding this Noise By-Law exemption are received by the Town, the Clerk will monitor and consult with the OPP regarding concerns which may be raised after the exempted time.

## Consultations

OPP



## Financial Implications

There are no financial implications.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

Kit Andreoff  
Administrative Assistant to Director Legislative Services & Clerk

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

**From:** Phil Bartnik, Director Public Works & Engineering Services

**Date to Council:** September 12, 2023

**Report Number:** PWES-2023-46

**Subject:** Request to Levy 2022 Municipal Drain Maintenance Costs

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### Recommendations

It is recommended:

**That** Report PWES-2023-46 Request to Levy 2022 Municipal Drain Maintenance Costs, **be received;**

**And that** By-Law 2023-070 to levy maintenance costs for the drains attached in Appendix A, **be adopted.**

### Background

The purpose of this report is to authorize the Chief Financial Officer to recover the costs incurred during maintenance of the Municipal Drains listed in Appendix A (Attachment 1) in accordance with Section 61(1) of the *Drainage Act* (the Act).

Section 74 of the Act instructs that any drainage works constructed under a by-law passed under the Act shall be maintained and repaired by each municipality through which it passes at the expense of all upstream lands and roads in the proportions determined by the then current by-law.

The Town has completed maintenance and applied for a grant on May 1, 2023, to the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for the Municipal Drains listed in Appendix A. Costs associated with these projects are now eligible to be levied and collected by the Town.

## Comments

Section 61(1) of the Act stipulates that Council shall by by-law impose upon the land assessed for drainage works the assessment with which it is chargeable and the amount so imposed is payable in such installments as Council may prescribe. The individual assessments to the affected lands are to be in the proportions set out in the current adopted by-law for the respective municipal drain. OMAFRA advises that municipalities not yet completing maintenance levying should do so in accordance with the Act.

## Consultations

Financial Services

## Financial Implications

Other than the costs to administer the projects, the cost of maintenance is 100% recoverable by the affected lands and road authorities including the Town's portion as detailed in Appendix A.

A total of \$12,113.49 of drain maintenance was carried out in 2022 on 15 municipal drains. The total assessment to the Town for the drain maintenance is \$1,697.30, which will be funded out of the Municipal Drain Lifecycle Reserve.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Appendix A – 2022 Drain Maintenance Costs
2	Schedule A – Drainage Act Excerpts

Appendix A					
Name of Drain	Governing By-Law	Maintenance Costs	OMAFRA Grant	Net Assessment	Town Assessment
Eleventh Concession	1999-27	\$ 781.62	\$ 113.99	\$ 667.63	-
Branch of South Talbot Holden	2015-42	\$ 1,341.30	\$ 218.99	\$ 1,122.31	\$ 397.96
East Townline (Pike Creek)	2016-53	\$ 1,666.93	\$ 424.52	\$ 1,242.41	-
Mackenzie Drain	77-29	\$ 1,159.40	\$ 323.40	\$ 836.00	-
McLean-Hergott Drain	2016-13	\$ 949.52	\$ 221.57	\$ 727.95	-
North 12th Concession Drain	98-15	\$ 781.62	\$ 131.25	\$ 650.37	\$ 176.67
O'Keefe Drain	2015-74	\$ 781.62	\$ 53.56	\$ 728.06	\$ 239.64
South McPhee Drain	2015-14	\$ 428.71	-	\$ 428.71	\$ 73.74
Watson Drain	2009-41	\$ 865.57	\$ 195.42	\$ 670.15	\$ 166.28
Quick Drain (Maintenance)	2014-17	\$ 487.78	-	\$ 487.78	-
South Talbot Drain	2021-42	\$ 781.62	\$ 118.96	\$ 662.66	\$ 197.43
McPherson East	2017-40	\$ 676.60	\$ 94.16	\$ 582.44	\$ 132.95
Tenth Concession	2023-034	\$ 529.76	\$ 129.65	\$ 400.11	\$ 88.52
South Malden Road (Upper)	2013-81	\$ 435.63	-	\$ 435.63	\$ 126.23
South Malden Road (Lower)	2015-58	\$ 445.81	-	\$ 445.81	\$ 97.88
<b>TOTAL</b>		<b>\$ 12,113.49</b>	<b>\$ 2,025.47</b>	<b>\$ 10,088.02</b>	<b>\$ 1,697.30</b>

## Legislation

### Petition

4 (1) A petition for the drainage by means of a drainage works of an area requiring drainage as described in the petition may be filed with the clerk of the local municipality in which the area is situate by,

- (a) the majority in number of the owners, as shown by the last revised assessment roll of lands in the area, including the owners of any roads in the area;
- (b) the owner or owners, as shown by the last revised assessment roll, of lands in the area representing at least 60 per cent of the hectarage in the area;
- (c) where a drainage works is required for a road or part thereof, the engineer, road superintendent or person having jurisdiction over such road or part, despite subsection 61 (5);
- (d) where a drainage works is required for the drainage of lands used for agricultural purposes, the Director. R.S.O. 1990, c. D.17, s. 4 (1).

### Form of petition

(2) A petition under subsection (1) shall be in the form prescribed by the regulations and, where it is filed by an owner or owners under clause (1) (a) or (b), shall be signed by such owner or owners. R.S.O. 1990, c. D.17, s. 4 (2).

### Petition where area lies on each side of boundary line

(3) Where it is desired to construct a drainage works for the drainage of an area composed of lands or roads lying on each side of a boundary line between two or more local municipalities, the council of any of them may proceed upon a petition as required by this Act in all respects, including the sending of notices, as if such area were entirely within the limits of the municipality. R.S.O. 1990, c. D.17, s. 4 (3).

### Person deemed owner

(4) Where a person who is the owner of land, but does not appear by the last revised assessment roll of the municipality to be the owner, is a petitioner, the person shall be deemed an owner if the person's ownership is proved to the satisfaction of the clerk, and, if the person who appears by the assessment roll to be the owner is a petitioner, the person's name shall be disregarded in determining the sufficiency of the petition. R.S.O. 1990, c. D.17, s. 4 (4).

### Persons jointly assessed

(5) Where two or more persons are jointly assessed for a property, in determining the sufficiency of a petition, they shall be deemed to be one owner. R.S.O. 1990, c. D.17, s. 4 (5).

### Section 25(1) – Engineer may assess a block, etc.

The council of the local municipality may direct the engineer to assess as a block, a



built-up area designated by the council, and the sum assessed therefor may be levied against all the ratable properties in the designated area proportionately on the basis of the assessed value of the land and buildings.

### **Section 25(2) – Assessments to be charged against public roads**

Where the engineer makes a block assessment under subsection (1), the engineer shall designate the proportion of the assessment to be charged against the public roads in the designated area.

### **Section 26 – Increased cost, how borne**

In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority.

### **Section 41(1) – Notice of drainage works**

Upon the filing of the engineer's report, the council of the initiating municipality, if it intends to proceed with the drainage works, shall, within thirty days of the filing of the report, cause the clerk of the initiating municipality to send a copy of the report and a notice stating,

- 1) the date of the filing of the report;
- 2) the name or other designation of the drainage works; and
- 3) the date of the council meeting at which the report will be considered, to;
  - a) the owners, in the initiating municipality, as shown by the last revised assessment roll to be the owners of lands and roads assessed for the drainage works or for which compensation or other allowances have been provided in the report;
  - b) the clerk of every other local municipality in which any land or road that is assessed for the drainage works or for which compensation or other allowances have been provided in the report is situate;
  - c) the secretary-treasurer of each conservation authority that has jurisdiction over any land affected by the report;
  - d) any railway company, public utility or road authority affected by the report, other than by way of assessment;
  - e) the Minister of Natural Resources where land under his or her jurisdiction may be affected by the report; and
  - f) the Director.

### **Section 41(3) – Copy of report not required**

Despite subsections (1) and (2), where a block assessment is made, the notice to the owners of the lands so assessed need not be accompanied by a copy of the report.

**Section 41(3.1) – Same**

Despite subsections (1) and (2), the council of a local municipality is not required to send a copy of the report to owners of lands and roads assessed for a sum of less than \$100.

**Section 42 – Consideration of report**

The council of the initiating municipality at the meeting mentioned in section 41 shall consider the report, and, where the drainage works is requested on petition, shall give an opportunity to any person who has signed the petition to withdraw from it by filing a signed withdrawal with the clerk and shall also give those present owning lands within the area requiring drainage who have not signed the petition an opportunity to do so, and should any of the lands or roads owned by the municipality within the area requiring drainage as described in the petition be assessed, the council may by resolution authorize the head of the municipality to sign the petition for the municipality, and such signature counts as that of one person in favour of the petition.

**Section 48(1) – Appeal to Tribunal**

Any owner of land or any public utility affected by a drainage works, if dissatisfied with the report of the engineer on the ground that,

- (a) The benefits to be derived from the drainage works are not commensurate with the estimated cost thereof;
- (b) The drainage works should be modified on grounds to be stated;
- (c) The compensation or allowances provided by the engineer are inadequate or excessive;
- (d) The engineer has reported that the drainage works is not required, or is impractical, or cannot be constructed, may appeal to the Tribunal, and in every case a notice of appeal shall be served within 40 days after the sending of the notices under Section 40 or subsection 46(2), as the case may be.

**Section 54(1) – Appeal to Tribunal**

Any party to an appeal before the court of revision may appeal to the Tribunal by giving notice addressed to the clerk of the Tribunal, given to the clerk of the initiating municipality, from the decision of the court of revision or from its omission, neglect or refusal to hear or decide an appeal within twenty-one days of the pronouncement of the decision of the court of revision or of any matter evidencing such omission, neglect or refusal.

**Section 57 – Referral back to engineer**

The council of the initiating municipality, at any time before passing the by-law, if it appears that there are or may be errors in the report of the engineer or that for any other reason the report should be reconsidered, may refer the report back to the engineer for reconsideration, and the engineer shall thereupon reconsider the report and shall further report to the council, which report has the same effect and shall be dealt with in the same manner and the proceedings thereon shall be the same as upon the original report.

**Section 61(1) – Imposition of special assessment**

The council of each local municipality that is required to raise the whole or any part of the cost of the drainage works shall by by-law impose upon the land assessed for the drainage works the assessment with which it is chargeable, and the amount so imposed is payable in such instalments as the council may prescribe.

**Section 61(2) – Commutation of special assessment**

The council of any local municipality may provide that persons whose lands are assessed may commute for a payment in cash the assessments imposed thereon and may prescribe the terms and conditions thereof.

**Section 61(3) – Assessments of \$50 or less**

Where the assessment against any parcel of land is \$50 or less, the council of the local municipality may that the assessment shall be paid out of the general funds of the municipality or that the assessment shall be paid in the first year in which the assessment is imposed upon the land assessed.

**Section 65(1) – Subsequent subdivision of land**

If, after the final revision of an engineer's assessment of land for a drainage works, the land is divided by a change in ownership of any part, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to apportion the assessment among the parts into which the land was divided, taking into account the part of the land affected by the drainage works.

**Section 65(2) – Agreement on share of assessment**

If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1).

**Section 65(3) – Subsequent connection to drainage works, etc.**

If an owner of land that is not assessed for a drainage works subsequently connects the land with the drainage works for the purpose of drainage, or if the nature or extent of the use of a drainage works by land assessed for the drainage works is subsequently altered, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to inspect the land and assess it for a just proportion of the drainage works, taking into account any compensation paid to the owner of the land in respect of the drainage works.

**Section 65(4) – Subsequent disconnection from drainage works**

If an owner of land that is assessed for a drainage works subsequently disconnects the land from the drainage works, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to inspect the land and determine the amount by which the assessment of the land should change.

**Section 65(5) – Restriction on connection or disconnection**

No person shall connect to or disconnect from drainage works without the approval of the council of the municipality.

**Section 65(6) – Notice of instructions**

The clerk of the local municipality shall send a copy of the instructions mentioned in subsection (1), (3) or (4) to the owners of the affected lands as soon as reasonably possible.

**Section 65(7) – Engineer’s assessment**

An engineer who prepares an assessment pursuant to instructions received under subsection (1), (3) or (4) shall file the assessment with the clerk of the local municipality.

**Section 65(8) – Notice of assessment**

The clerk of the local municipality shall attach the engineer’s assessment to the original assessment and send a copy of both to the owners of the affected lands.

**Section 65(9) – Assessment binding**

Subject to subsection (11), the engineer’s assessment is binding on the assessed land.

**Section 65(10) – Costs**

The costs of the assessment, including the fees of the engineer, shall be paid by the owners of the lands in the proportion fixed by the engineer or, on appeal, by the Tribunal, and subsection 61(4) applies to these costs.

**Section 65(11) – Appeal of assessment**

If the engineer’s assessment is for an amount greater than \$500, the owner of the land may appeal to the Tribunal within 40 days after the date the clerk sends a copy of the assessment to the owner.

**Section 65(12) – Use of amount collected**

Any amount collected under subsection (3) shall be credited to the account of the drainage works and shall be used only for the improvement, maintenance or repair of the whole or any part of the drainage works.

**Section 76(1) - Varying original assessments for maintenance**

The Council of any local municipality liable for contribution to a drainage works in connection with which conditions have changed or circumstances have arisen such as to justify a variation of the assessment for maintenance and repair of the drainage works may make an application to the Tribunal, of which notice has been given to the head of every other municipality affected by the drainage works, for permission to procure a report of an engineer to vary the assessment, and, in the event of such permission being given, such council may appoint an engineer for such purpose and may adopt the report but, if all the lands and roads assessed or intended to be assessed lie within the limits of one local municipality, the council of that municipality may procure and adopt such report without such permission.

**Section 76(2) – Proceedings on report of engineer**

The proceedings upon such report, excepting appeals, shall be the same, as nearly as may be, as upon the report for construction of the drainage works.

**Section 76(3) – Appeal from report of engineer**

Any council served with a copy of such report may, within 45 days of such service, appeal to the Tribunal from the finding of the engineer as to the portion of the cost of the drainage works for which the municipality is liable.

**Section 76(4) – Appeal from assessment**

Any owner of land assessed for maintenance or repair may appeal from the assessment in the report on the grounds and in the manner provided by Section 52 in the case of the construction of the drainage works.

**Section 76(5) – Basis of future assessments**

An assessment determined under this section shall thereafter, until it is further varied, form the basis of any assessment for maintenance or repair of the drainage works affected thereby.

**Section 78(1) – Improving, upon examination and report of engineer**

If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the major improvement projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4. 2010, c.16, Sched. 1, s. 2 (27); 2020, c. 18, Sched. 4, s. 9 (1).

**Section 78(1.1) – Projects**

The projects referred to in subsections (1) are:

- 1) 1. Changing the course of the drainage works.
- 2) 2. Making a new outlet for the whole or any part of the drainage works.
- 3) 3. Constructing a tile drain under the bed of the whole or any part of the drainage works.
- 4) 4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
- 5) 5. Extending the drainage works to an outlet.
- 6) 5.1 Improving or altering the drainage works if the drainage works is located on more than one property.
- 7) 6. Covering all or part of the drainage works.
- 8) 7. Consolidating two or more drainage works.
- 9) 8. Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement. 2010, c. 16, Sched. 1, s. 2 (27); 2020, c. 18, Sched. 4, s. 9 (2-4).

**Section 78(2) – Notice to conservation authority**

2) An engineer shall not be appointed under subsection (1) until 30 days after a notice has been sent to the following persons advising them of the municipality's intent to undertake the major improvement project:

1. The secretary-treasurer of each conservation authority that has jurisdiction over any lands that would be affected by the project.
2. The prescribed persons. 2020, c. 18, Sched. 4, s. 9 (5).

**Section 78(3) – Powers and duties of engineer**

(3) The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act. R.S.O. 1990, c. D.17, s. 78 (3).

**Section 78(4) – Proceedings**

(4) All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works. R.S.O. 1990, c. D.17, s. 78 (4).

**Minor improvements to drainage works**

(5) Despite subsections (2) to (4), the Minister may prescribe the process for approving minor improvements to a drainage works mentioned in paragraph 8 of subsection (1.1). 2020, c. 18, Sched. 4, s. 9 (6).

**AMENDMENTS TO ENGINEER'S REPORT**

84.1 (1) This section applies with respect to engineer's reports that are prepared for the purpose of a petition under section 4 or for the purpose of section 78 and that are adopted by a municipal by-law. 2020, c. 18, Sched. 4, s. 10.

**Approval process**

(2) The Minister may, by regulation, set out the process by which the engineer's report may be amended and the process by which those amendments are to be approved. 2020, c. 18, Sched. 4, s. 10.

Section Amendments with date in force (28/09/2021)



## 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:** September 12, 2023

**Report Number:** PWES-2023-59

**Subject:** Amendment to the 2023-2027 PWES Capital Works Plan  
Public Works and Transportation North Building Improvements  
Project Update

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### Recommendations

It is recommended:

**That** report PWES-2023-59 Amendment to the 2023-2027 PWES Capital Works Plan, Public Works and Transportation North Service Building Improvements, Project Update, **be received;**

**And that** expenditures for the expanded scope and construction costs for the Public Works and Transportation North Building Improvements Project of \$600,000, for a total project cost of \$800,000, **be authorized and funded from:**

- \$480,000 from the Buildings Lifecycle Reserve
- \$320,000 from the Infrastructure Reserve

### Background

At the January 26, 2023 Special Meeting of Council, the Members adopted the recommendations contained within Report [PWES-2023-01](#) "2023-2027 Public Works & Engineering Services Five-year Capital Works Plan (Motion: SCM-04/23), which

included the design (2023) and construction (2024) for the Public Works & Transportation North Building Improvements.

The original Public Works & Transportation north building is an older structure that has had two (2) major expansions to it over the years, the last being an expansion to the west that included four (4) forebays in 2001/2002. There have been no significant improvements to the kitchen, washroom, change room and employee workspace in the last 20 years.

## Comments

The following recommended improvements to the Public Works and Transportation North Building are required to meet obligations under the Occupational Health & Safety Act.

- A second washroom facility that will be accessible for staff and outside contractors (i.e., Essex Power) without having to walk through the employee change room.
- A new mud room and laundry facility.
- A relocated storage room.
- An improved change room to include a new staff washroom w/ shower and private change areas.
- An improved kitchen, lunch area, workstations with computers and a printer, a file area for drawings, first aid and eye wash station and a whiteboard/projector area for staff training and educational webinars.
- A new HVAC system.

Detailed design commenced in early 2023, and as progress has continued a few issues have become apparent that warrant Administration to report back to Council.

- i. An updated timetable for tendering (Late 2023 instead of Early 2024); and
- ii. Limitations on the existing electrical service.

The Town's consultant, Archon Architects Inc., has advised that the existing electrical service in the building will not be sufficient to accommodate the renovation. Further, to accommodate the requirement for future EV charging a service upgrade is required.

The original estimate included a full electrical distribution replacement i.e., new panels, wiring, etc. but did not include an electrical service upgrade for both the new design, and future EV charging or coordination with local authorities.

A detailed explanation for the upgraded electrical service is as follows:



- The existing electrical service is found to be undersized for the current renovation, at 240V, 100A. By modern electrical sizing calculation and strategies this is considered undersized for the existing loads;
- The proposed renovation will add office area, which will increase lighting and receptacle loads, as well as adding cooling which will add a significant load to the electrical system;
- In addition to this, Administration informed the consultant that there are future plans for EV charging stations in the garage area. This would require a further service upgrade beyond what is otherwise anticipated for the renovation, as EV charging loads will easily be the most significant load on the service;
- Based on the above, the consultant recommends that the Town include the EV charger demands in the service upgrade, to save the Town the cost of doing a second service upgrade when EV chargers are eventually installed;
- The design will not include any downstream hardware serving future EV chargers, just capacity and a connection point on the incoming service equipment.

## Next Steps

It is anticipated that the next steps for the project will be to complete the detailed design and tendering in Late 2023, with construction commencing in early 2024.

## Consultations

Community & Recreation Services  
Financial Services  
Archon Architects Inc.

## Financial Implications

Report PWES-2023-01 had identified a project cost estimate of \$600,000 which was calculated in the fall of 2022. The updated project estimate of \$800,000 (an increase of \$200,000) includes the expanded scope of providing a new electrical service and upgraded panel, which will have sufficient capacity for servicing future EV charges.

The updated project costs and updated funding sources are as follows:

Funding Source	Construction	Engineering	Contingency	Total	Previously Approved*	Current Request
Buildings LC Reserve	\$372,000	\$36,000	\$72,000	<b>\$480,000</b>	\$39,600	\$440,400
Infrastructure Reserve	\$248,000	\$24,000	\$48,000	<b>\$320,000</b>	\$26,400	\$293,600
<b>Totals</b>	<b>\$620,000</b>	<b>\$60,000</b>	<b>\$120,000</b>	<b>\$800,000</b>	<b>\$66,000</b>	<b>\$734,000</b>

The current funding request of \$734,000 provides for the tendering of the contract in late 2023 with construction commencing in early 2024.

\*Note: Previously Approved Budget of \$66,000 per PWES-2023-01 had funding equally from Wastewater Reserve Fund, Roads Lifecycle Reserve and Storm Lifecycle Reserve. Funding for this project will be from the Buildings Lifecycle Reserve and Infrastructure Reserve on a 60/40 split based on estimated replacement value and enhancement value.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

Dana Reid  
Public Works & Engineering Services Assistant

Reviewed by:

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

Reviewed by:

Beth Gignac, BA Hons  
Manager Recreation Programs & Events

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

**From:** Phil Bartnik, Director Public Works & Engineering Services

**Date to Council:** September 12, 2023

**Report Number:** PWES-2023-60

**Subject:** Tecumseh Road Sidewalk Rehabilitation – Tender Award

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### Recommendations

It is recommended:

**That** the tender for the Tecumseh Road Sidewalk Rehabilitation in the amount of \$214,458 (excluding HST) be **awarded** to Amico Infrastructures Inc.;

**And that** By-Law 2023-90 **be given** a 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 Amico Infrastructures Inc.

### Background

At the January 26, 2023 Special Meeting of Council, Council approved recommendations of Report [PWES-2023-01](#) titled "2023-2027 Public Works & Engineering Services Five-year Capital Works Plan" that authorized Administration to proceed with the 2023 capital works projects including the 2023 Sidewalk Repair Project (Motion: SCM-04/23).

### Comments

A tender call was advertised on the Town's website on July 25, 2023, along with posting on the Town's bids and tenders account. Five (5) tender submissions were received on

August 10, 2023 and were virtually opened in the presence of Administration and the Purchasing Officer.

<b>Contractor</b>	<b>Tender (excluding HST)</b>
Amico Infrastructures Inc.	\$214,458
Piera Con Enterprises Inc.	\$248,050
Giorgi Bros. (1994) Inc.	\$290,800
NMP Construction Inc.	\$329,549
Chad Hartman Construction	\$438,000

The Purchasing Officer reviewed the tenders and all were found to be mathematically correct. The low tender contained no irregularities.

Administration therefore recommends that the tender for the Tecumseh Road Sidewalk Rehabilitation in the amount of \$214,458 excluding HST be awarded to Amico Infrastructures Inc.

## Consultations

Financial Services

## Financial Implications

Council approved an allocation of \$331,000 for the Tecumseh Road Sidewalk Rehabilitation project as recommended within Report PWES-2023-01. The submitted tender is under the approved allocation and Administration expects to keep the expenditures within the tendered amount.

<b>Item</b>	<b>Amount</b>
Sidewalk Rehabilitation Costs	\$ 214,458
Non-Rebated HST (1.76%)	\$ 377
Subtotal	\$ 214,835
Approved Allocation	\$ 331,000
<b>Allocated Surplus</b>	<b>\$ 116,165</b>

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## 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:

Dana Reid  
Public Works & Engineering Services Assistant

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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





## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

**From:** Phil Bartnik, Director Public Works & Engineering Services

**Date to Council:** September 12, 2023

**Report Number:** PWES-2023-64

**Subject:** Discontinuation of the Drainage Act Process (s.40)  
Cunningham Drain (Brown Enclosure Extension)

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### Recommendations

It is recommended:

**That** report PWES-2023-64 Discontinuation of the Drainage Act Process (s. 40) for the Cunningham Drain (Brown Enclosure Extension), **be received;**

**And that** notice of the filing of the drainage engineer's report, under Section 40 of the *Drainage Act*, **be given by the Clerk** to the landowner at 12305 County Road 34 who had originally requested the drainage works.

### Background

In July 2021, an application was filed by the landowner of 12305 County Road 34 to amend Zoning By-law 85-15 for their 0.57 hectare (1.4 acre) property, situated on the south side of County Road 34, from Hamlet Residential Zone (RH) to a site-specific Hamlet Residential Zone (RH-6). The purpose of this request was to facilitate the construction of one additional residential unit (ARU) on the property in accordance with subsection 11.2.3 of the Town of Tecumseh Official Plan. As outlined in report [DS-2021-51](#), presented to Council at the November 23, 2021 Regular Council Meeting, the proposed ARU was to be 6.0 meters (20 feet) from the eastern side lot line, adjacent to the Cunningham Drain (Drain).

When applying for the ARU, the landowner advised that they wanted to enclose a portion of the Drain to allow for a longer driveway. Through this process, it was also identified that the requested setback from the top of the drain to the ARU would require the Drain to be enclosed adjacent to the ARU. Alternatively, the ARU could be moved farther from the Drain to avoid the need to enclose the Drain adjacent to the ARU. The landowner was advised to contact the

Town's Drainage Superintendent since the Drain adjacent to their property is classified as a Municipal Drain under the Ontario Drainage Act (Act).

On February 3, 2022, the landowner at 12305 County Road 34 submitted a "Notice of Request for Drain Major Improvement" to the Clerk for a culvert extension over the Drain.

On April 26, 2022, Dillon Consulting Ltd. (Dillon) was appointed Drainage Engineer under report [PWES-2022-15](#). An on-site meeting was held virtually on July 26, 2022, with Administration and the landowner. It was discussed that, once a draft report was completed, a Public Information Centre (PIC) meeting would not be required as the requesting landowners would be responsible for the design and construction cost for the new enclosure and there would be minimal impacts on other landowners within the watershed.

The Drainage Engineer, along with Administration, met virtually with the requesting landowner on June 21, 2023, and July 6, 2023, to discuss Dillon's draft Engineer's Report for the requested drain enclosure. The landowner expressed their concerns about the project's estimated costs and the engineering costs. On July 17, 2023, the landowner notified Administration via email that they did not want to proceed with the project for the requested enclosure.

## Comments

Administration contacted the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) on July 24, 2023, for the procedural requirements under the Act when a landowner no longer wants to proceed with a request for improvement that only benefits their land. OMAFRA recommended that the Drainage Engineer prepare a report under Section 40 of the Act, which states the following.

Section 40 – Engineer's finding, drainage works not required, etc.

"Where the engineer finds that a drainage works is not required or is impractical, or cannot be constructed under this Act, the engineer shall forthwith file with the clerk of the initiating municipality a report to that effect, stating the reasons therefor, the amount of the engineer's fees and other charges and by whom they shall be paid, and the clerk shall forthwith send a notice of the filing of such report to all persons who signed the petition and the matter shall not be further proceeded with unless the decision of the engineer is reversed on appeal."

This section of the Act still grants appeal rights to the requesting landowner under Section 48(1d) should they disagree with the Drainage Engineer's s.40 report.

The landowner has been informed that if they wish to extend their enclosure in the future, the Drainage Act process must restart. This would entail the owner submitting a new request to the Town and the appointment of an Engineer.

## Consultations

Legislative Services & Clerk  
Dillon Consulting Limited

## Financial Implications

The Section 40 report titled “Cunningham Drain (Brown Enclosure), Section 40 Letter” (Attachment 1) prepared by Dillon outlines the cost of engineering performed to date and the party who will be assessed. Since the requested enclosure was for the sole benefit of the requesting landowner, Dillon has recommended that the total engineering cost of \$16,987.89, excluding HST, be levied 100% against Roll No. 400-04900.

For assessments in excess of \$5,000 the Town offers landowners the option of paying the balance plus interest over a five (5) year period; the annual payments are added as a special charge on their taxes.

## Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input checked="" type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Alessia Mussio, E.I.T.  
Drainage Superintendent

Reviewed by:

John Henderson, P.Eng.  
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Drainage Report (s. 40) dated August 24, 2023 by Oliver Moir, P.Eng., of Dillon Consulting Ltd.
2	Property Location Map



August 24, 2023

Clerk's Office  
Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario  
N8N 1W9

Attention: Robert Auger  
Director Legislative Services & Clerk

10 Fifth Street South  
Chatham, Ontario  
Canada  
N7M 4V4  
Telephone  
519.354.7802  
Fax  
519.354.2050

***Cunningham Drain (Brown Enclosure), Section 40 Letter***

Dear Mr. Auger:

The Municipality received a request from the owners of Roll No. 400-04900 (Cameron D. & Margaret Brown) to extend an existing enclosure on their property under Section 78 of the Drainage Act. Council subsequently appointed Dillon Consulting Limited on April 26<sup>th</sup>, 2022 to prepare a report. The purpose of the enclosure was to meet setback requirements for the construction of a secondary dwelling. An onsite meeting was held on July 26<sup>th</sup>, 2022 for the above noted drain with the said landowners, Municipality and the engineer attending.

A draft report was subsequently completed and submitted to the Municipality for their review on June 13<sup>th</sup>, 2023. Engineering work completed to date included a topographic survey, estimation of cost and quantities, engineering drawings and specifications, hydraulic analysis of minor and major storm events with application to the conservation authority, and an environmental review and application to DFO for a site-specific review.

The total cost of the drainage works is estimated to be \$74,000.00, excluding HST, for which \$18,000.00 represents the engineering cost portion. A meeting with the landowner was held on June 21<sup>st</sup>, 2023. At that time, the scope of work and estimated costs were discussed. The landowner expressed concerns with respect to the costs and on August 11<sup>th</sup>, 2023 confirmed in writing that they do not wish the process to proceed further.

We are therefore obliged under Section 40 of the Drainage Act, to report that the enclosure of the Cunningham Drain is no longer required. We recommend that engineering costs accrued and invoiced to the Town of Tecumseh to date, being \$16,987.89, excluding HST, for the above noted work be levied 100% against Roll No. 400-04900.

Dillon Consulting  
Limited

Please do not hesitate to contact the undersigned should you have any questions, comments, or concerns.

Respectfully submitted,

**DILLON CONSULTING LIMITED**

A handwritten signature in black ink, appearing to read "Oliver E. Moir". The signature is fluid and cursive, with the first name "Oliver" and last name "Moir" clearly distinguishable.

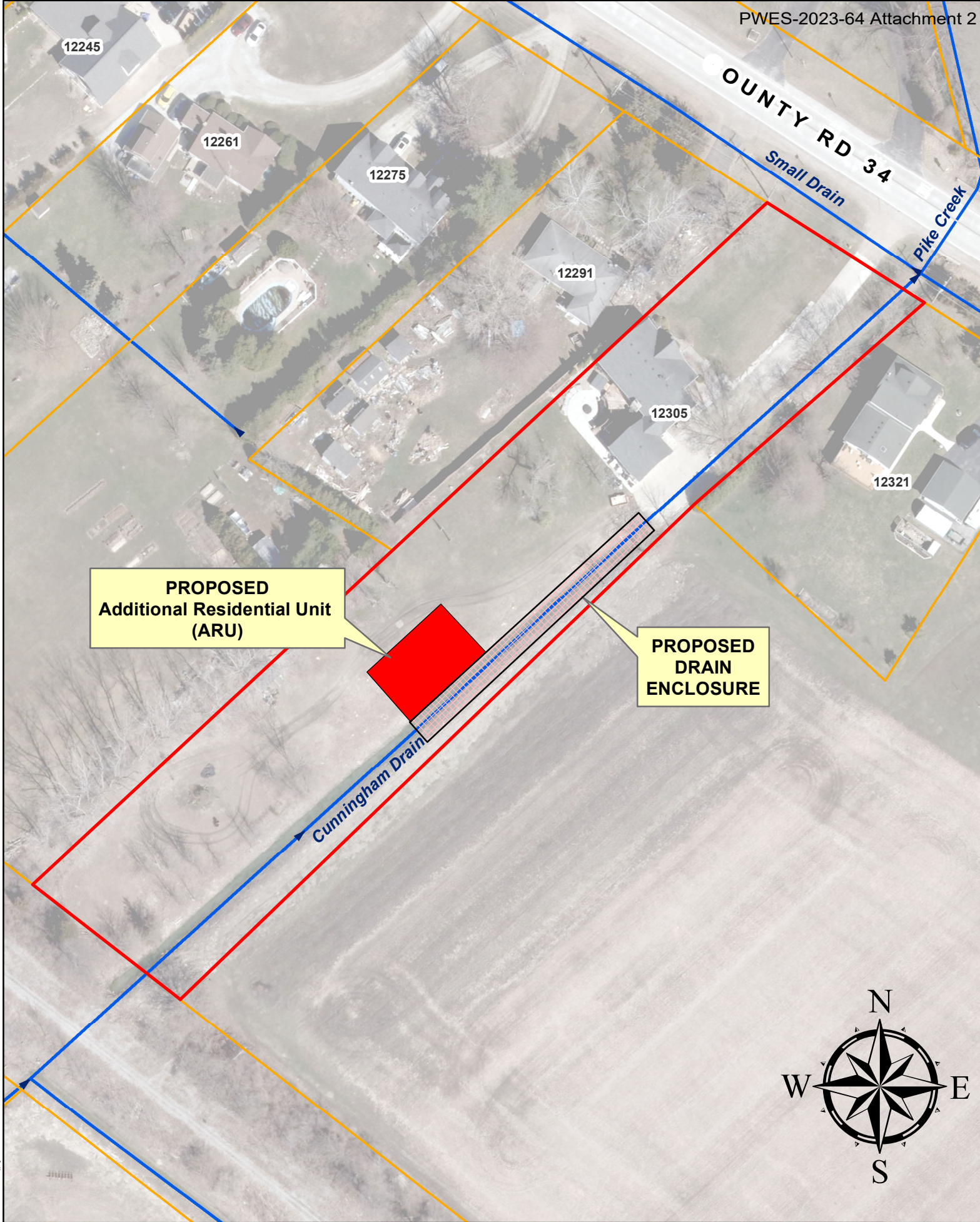
Oliver E. Moir, P. Eng.

OEM:lld

cc: Alessia Mussio, Drainage Superintendent, Town of Tecumseh

Our file: 22-4473





**PROPOSED  
Additional Residential Unit  
(ARU)**

**PROPOSED  
DRAIN  
ENCLOSURE**



**DISCLAIMER**  
Conditions of Use  
The information within this map is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Corporation of the Town assumes no liability for any alleged or actual, incidental or consequential damages resulting from the furnishing, performance or use of this map.



286

Work Done:  
Author: jell  
HJK  
Date: 2023-08-15  
Scale: NTS

**12305 CR 34**  
**Town of Tecumseh**  
**ARU Proposal**  
**Municipal Drain Location map**

PROJECT No.  
SHEET No. 1

# The Corporation of the Town of Tecumseh

## By-Law Number 2023-070

A by-law to amend drainage assessments in engineer reports based on actual costs incurred for the constructing of various drains in 2022

**Whereas** by-laws have been passed by The Corporation of the Town of Tecumseh to authorize the construction, repair and/or improvement of certain drainage works.

**And Whereas** such construction, repair and/or improvement have been completed and the actual costs of construction, repair and/or improvement vary from the estimate previously adopted.

**And Whereas** under the provisions of the *Drainage Act*, R.S.O., 1990, Chap. D.17, Section 62(1), the Council of The Corporation of the Town of Tecumseh shall apply every surplus or deficiency proportionately according to the assessment schedules and the rates imposed by it for the said drainage works.

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

1. **That** the Treasurer for The Corporation of the Town of Tecumseh, is hereby authorized to levy and collect upon such lands as described in the drainage by-laws for the following drains in accordance with the attached amended amounts which reflect actual costs, such rates to be levied and collected in the same manner as taxes.
2. **That** the actual amounts attached in Appendix A for the referenced drains shall form part of this by-law.
3. **That** this by-law shall come into full force and effect upon the final passing thereof.

**Read** a first, second, third time and finally passed this 12th day of September, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk



Appendix A 2022 Maintenance Costs					
Name of Drain	Governing By-Law	Maintenance Costs	OMAFRA Grant	Net Assessment	Town Assessment
Eleventh Concession	1999-27	\$ 781.62	\$ 113.99	\$ 667.63	-
Branch of South Talbot Holden	2015-42	\$ 1,341.30	\$ 218.99	\$ 1,122.31	\$ 397.96
East Townline (Pike Creek)	2016-53	\$ 1,666.93	\$ 424.52	\$ 1,242.41	-
Mackenzie Drain	77-29	\$ 1,159.40	\$ 323.40	\$ 836.00	-
McLean-Hergott Drain	2016-13	\$ 949.52	\$ 221.57	\$ 727.95	-
North 12th Concession Drain	98-15	\$ 781.62	\$ 131.25	\$ 650.37	\$ 176.67
O'Keefe Drain	2015-74	\$ 781.62	\$ 53.56	\$ 728.06	\$ 239.64
South McPhee Drain	2015-14	\$ 428.71	-	\$ 428.71	\$ 73.74
Watson Drain	2009-41	\$ 865.57	\$ 195.42	\$ 670.15	\$ 166.28
Quick Drain (Maintenance)	2014-17	\$ 487.78	-	\$ 487.78	-
South Talbot Drain	2021-42	\$ 781.62	\$ 118.96	\$ 662.66	\$ 197.43
McPherson East	2017-40	\$ 676.60	\$ 94.16	\$ 582.44	\$ 132.95
Tenth Concession	2023-034	\$ 529.76	\$ 129.65	\$ 400.11	\$ 88.52
South Malden Road (Upper)	2013-81	\$ 435.63	-	\$ 435.63	\$ 126.23
South Malden Road (Lower)	2015-58	\$ 445.81	-	\$ 445.81	\$ 97.88
<b>TOTAL</b>		<b>\$ 12,113.49</b>	<b>\$ 2,025.47</b>	<b>\$ 10,088.02</b>	<b>\$ 1,697.30</b>

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

## **By-Law Number 2023 - 089**

Being a by-law to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2023.

**Whereas** Town of Tecumseh By-Law No. 2016-12 designated an Improvement Area within the Downtown area of the Town of Tecumseh;

**Whereas** pursuant to Section 208 (1) and (2) (a) of the Municipal Act, 2001 c.25, the municipality shall annually raise the amount required for the purposes of the Board of Management for the Business Improvement Area, and may establish a special charge for the amount to be raised by levy upon rateable property in the improvement area that is in a prescribed business class;

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

1. **That** there shall be levied and collected for the purposes of the Board of Management for the Business Improvement Area a special charge for 2023 upon rateable property in the area that is in a prescribed business property class (see Schedule "A") at the rates as detailed in Schedule "A", in the amount of \$235,000.00.
2. **That** the Business Improvement Area levy be included, as a separate charge specifying the amount payable in respect of such property, on the final tax notice for those properties in the prescribed business property class (see Schedule "A").
3. **That** the Business Improvement Area levy be collected in the same manner and under the same terms as the General Municipal Levy for 2023.

**Read** a first, second, third time and finally passed this 12th day of September, 2023.

---

Gary McNamara, Mayor

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Robert Auger, Clerk

Corporation of the Town of Tecumseh  
 2023 Business Improvement Area  
 Taxable Assessment and Tax Rates

RTC	RTQ	RTC/RTQ Name	RTQ Category	Returned Assessment For	2023 BIA Rate
				2023	
C	T	Commercial	Full	108,913,457	0.00160558
X	T	Commercial - New	Full	-	0.00160558
C	U	Commercial	Excess Land	743,500	0.00112390
X	U	Commercial - New	Excess Land	-	0.00112390
C	X	Commercial	Vacant Land	2,053,000	0.00086433
C	1	Commercial	Farmland 1	1,570,000	0.00037089
S	T	Shopping Centre	Full	30,176,743	0.00160558
Z	T	Shopping Centre - New	Full	-	0.00160558
D	T	Office Building	Full	3,299,800	0.00160558
Y	T	Office Building - New	Full	-	0.00160558
I	T	Industrial	Full	1,059,000	0.00288235
J	T	Industrial - New	Full	-	0.00288235
I	U	Industrial	Excess Land	-	0.00187353
S	U	Shopping Centre	Excess Land	122,000	0.00112390
Z	U	Shopping Centre - New	Excess Land	-	0.00112390
I	X	Industrial	Vacant Land	-	0.00187353
I	H	Utilities	Full	-	0.00288235
I	K	Utilities	Excess Land	-	0.00187353
L	T	Large Industrial	Full	-	0.00398573
L	U	Large Industrial	Excess Land	-	0.00259073
				<hr/> 147,937,500	

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

## **By-Law Number 2023-090**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Amico Infrastructure Inc. for the construction services of the Tecumseh Road Sidewalk Rehabilitation

**Whereas** Amico Infrastructure Inc. was awarded the tender for the construction for the Tecumseh Road Sidewalk Rehabilitation (Project).

**And whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Amico Infrastructure Inc. on 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 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 Amico Infrastructure Inc. dated 12<sup>th</sup> day of September 2023, a copy of said Agreement is attached hereto and forms part of this by-law and further 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 12th day of September, 2023.

---

Gary McNamara, Mayor

---

Robert Auger, Clerk

**FORM OF AGREEMENT  
FOR THE  
TECUMSEH ROAD SIDEWALK REHAB 2023  
IN THE TOWN OF TECUMSEH**

**THIS AGREEMENT** made (in duplicate) this 12th day of September 2023

BETWEEN:

**THE CORPORATION OF THE TOWN OF TECUMSEH**  
Hereinafter called the "OWNER"

Of the First Part;

**-and-**

**Amico Infrastructures Inc.**  
Hereinafter called the "CONTRACTOR"

Of the Second Part

**WHEREAS** the tender of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by The Corporation of the Town of Tecumseh on the 12th day of September 2023.

**THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender submission dated August 10, 2023 and the tender contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by The Corporation of the Town of Tecumseh, all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, for the price or sum of \$214,458.00 (H.S.T. Excluded).

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified in the said tender.
3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said work by the Contractor, its servants, agents or employees.
4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond in the amount equivalent to one hundred (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 hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing so to do.
6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
7. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

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

THE CORPORATION OF THE  
TOWN OF TECUMSEH

SEAL

Per: \_\_\_\_\_  
Gary McNamara, Mayor

Per: \_\_\_\_\_  
Robert Auger, Director Legislative  
Services & Clerk

SEAL

Amico Infrastructure Inc.

\_\_\_\_\_  
Witness\*

Per: \_\_\_\_\_  
Jamie DiLaudo, Vice President

Amico Infrastructures Inc.  
2199 Blackacre Drive Unit 100  
Oldcastle, Ontario  
N0R1L0

\*Not necessary if Corporate Seal affixed

We / I have the authority to bind the Corporation





## **Request for Tender**

### **Tecumseh Road Sidewalk Rehab - 2023**

**July 25, 2023**

Town of Tecumseh  
917 Lesperance Rd.,  
Tecumseh, ON N8N 1W9  
Telephone (519) 735-2184  
[Website: www.tecumseh.ca](http://www.tecumseh.ca)

## Contents

Section A – Information for Applicants.....	4
1 Quotation Name .....	4
2 Scope of Work.....	4
3 Closing Time and Date .....	4
4 Tender Opening .....	4
5 Proponent Questions and Clarifications .....	5
6 General Terms and Conditions .....	5
7 Evaluation and Award Process.....	6
8 Proponents Cost .....	6
9 Vendor Performance Evaluation .....	7
10 Limitation of Liability .....	7
11 Accessibility for Ontarians with Disabilities Act (AODA).....	10
12 Section B – Specifications.....	11
13 Description of Work .....	11
14 Removal and Replacement of Sidewalks .....	11
15 Working Days.....	12
Section C – Quotation Form .....	13
Section D - Acceptance .....	14

**ELECTRONIC PROPOSAL SUBMISSION ONLY** shall be received by Bids &Tenders, no later than the closing time and date.

The Following is a tentative schedule to assist interested Proponents with the anticipated schedule (Dates and times) of significant events associated with this RFP process, in general, The Town reserves the right to alter the schedule at its sole discretion.

<b>Closing Time and Date</b>	<b>Thursday, August 10, 2023 2:00 pm</b>
<b>Question Period Closing Time and Date</b>	<b>Friday August 4, 2023, 4:30 pm</b>
<b>Review and Evaluation of Submissions</b>	<b>Friday August 10, 2023, 2:05 pm</b>
<b>Committee Approval</b>	<b>August 2023</b>
<b>Council Approval</b>	<b>August 2023</b>
<b>Contract Award</b>	<b>August 2023</b>

## Section A – Information for Applicants

### 1 Quotation Name

- 1.1. This Request for Quotes (RFQ) will be referred to as the “RFQ – Tecumseh Road Sidewalk Rehab - 2023

### 2 Scope of Work

- 2.1. The Corporation of the Town of Tecumseh (Town) is seeking quotes to Remove all brick pavers, pole bases, and install stamped concrete to match existing (see appendix A) along Tecumseh Rd from City limits to Bedell.

### 3 Closing Time and Date

- 3.1. Quotations must be received no later than 2:00 pm on Thursday, August 10, 2023.
- 3.2. Proponents must successfully upload to Bids & Tenders on or prior to the submission deadline. Submissions that are not fully and successfully uploaded to Bids & Tenders on or prior to the submission deadline will not be accepted and will be returned unopened. Hard copies, facsimile (fax) or emailed quotations will not be accepted.

Proponents are cautioned that uploading large documents may take considerable time, depending on the size of the file(s) and internet connection speed. Proponents should allocate sufficient time to upload documents and finalize their submissions prior to submission deadline.

Prior to being able to download a copy of the Quotation documents, Proponents must create an account and then register to be a ‘Plan Taker’ for this Quotation. You must be a registered plan taker to submit a bid. Proponents may preview bid documents and /or download a watermarked copy prior to registering as a plan taker and creating an account to review the project.

Failure of any Proponent to comply with this section will result in the disqualification of the Proponent and the rejection of its submission.

### 4 Tender Opening

- 4.1. The opening of the submissions shall commence at **2:05 pm on Thursday, August 10, 2023** unless the Purchasing Officer or designate, acting reasonably, postpones the opening to some later hour, but the opening shall continue once started, until the last bid is opened. There will not be a public opening as the bids are being received and opened electronically. Unofficial results of the opening will be available on the website immediately following the

opening.

## 5 Proponent Questions and Clarifications

- 5.1. Proponents having questions or finding discrepancies or omissions in the document or specifications or having doubts as to the meaning or intent thereof, shall at once notify, the Town of Tecumseh, who shall send written instructions or explanation by addenda to all proponents, as required. All questions and requests for clarification are to be submitted through the question section of the online portal.
- 5.2. Proponents may, during the bidding period, be advised by addendum of any additions, deletions, or alterations to specifications. All such changes shall be covered in the RFQ and shall become part of the RFQ documentation. It will be the Proponent's responsibility to ensure they are registered as a plan taker to receive any addenda that are issued.
- 5.3. The deadline for questions regarding this RFQ will be **Friday, August 04, 2023 at 4:30 pm**. The Town of Tecumseh cannot guarantee a response to questions received after this time. Should any questions be considered relevant to all Proponents, the Town of Tecumseh will provide both the question and the written answer to all known Proponents in the form of an addendum. Proponents are solely responsible for ensuring that the Town of Tecumseh has current contact information on file for the Proponents.

## 6 General Terms and Conditions

- 6.1. This RFT is subject to the Town of Tecumseh's Procurement Policies and Procedures as outlined in the Town of Tecumseh Purchasing By-Law 2021-63 and as amended with By-Law 2021-103.
- 6.2. The successful proponent agrees that the Town has the right to accept or reject all or any portion of this Tender.
- 6.3. The successful proponent shall employ a high standard of public relations and communication.
- 6.4. All necessary information may be obtained at the Town of Tecumseh online Tender Portal at: <https://www.tecumseh.ca/en/town-hall/bids-and-tenders.aspx>
- 6.5. Bid Bond & Agreement to Bond
  - 6.5.1. Proponents shall upload their bid bond and Agreement to Bond in the amount of 10% of the Tender price to the Town labelled as such with their submission.

6.5.2. The Bid Bond may be a CCDC 220 form, or other form used by a Surety company, authorized by law to do business in the Province of Ontario.

6.5.3. Original copies shall be made available within five (5) days upon request from the two lowest submissions.

6.5.4. The original bid bond will be returned once the contract documents have been received and executed.

## 6.6 Contract Security

6.5.5. Contract security requirements upon being awarded the Contract, shall be equal to the percentage of the total bid price, as specified below, including taxes;

6.5.5.1. Performance Bond 100%

6.5.5.2. Labour & Material payment Bond 100%

6.5.6. The Proponent shall provide a performance bond in the form of CCDC 221 and a labour & material payment bond in the form of CCDC 222 or the most recent Ontario provincial standard form.

6.5.7. The contract security shall be kept enforced throughout the duration of the Contract including the guarantee, warranty, or maintenance period of the Contract or until the Contract is deemed complete by the Corporation of the Town of Tecumseh.

## 7 Evaluation and Award Process

7.1. Each response to this RFQ will be evaluated by the Town to determine the degree to which it responds to the specifications as described.

7.2. The evaluation of the Quotation(s) shall be comprised of the following stages:

7.2.1. Compliance: The quotation will be reviewed to confirm compliance with all the mandatory requirements of the RFQ. Quotations meeting all the quotation requirements will proceed to price evaluation.

7.2.2. Price: the quotation with the best price will proceed to the award of the project.

## 8 Proponents Cost

8.1. Each Proponent is solely responsible for all costs it incurs in the preparation of its Quotation, including, without limitation, all costs of providing information requested by the Town, attending, and participating in any interviews or meetings and conducting due diligence, or responding to any questions or

clarifications or request for additional information made by the Town.

## **9 Vendor Performance Evaluation**

- 9.1. At the completion of every contract, service or receipt of goods, the Manager or applicable Department Director will complete a performance evaluation.
- 9.2. The Purchasing Officer will provide the proponent with a copy of the review and will keep a copy on file in accordance with the Town's record retention policy.
- 9.3. Documented poor performance or non-performance on any contract may be used to determine the eligibility of a Proponent on future procurements.
- 9.4. The Proponent can request a debriefing to discuss any performance evaluation.

## **10 Limitation of Liability**

- 10.1. The Successful Proponent shall indemnify and hold harmless the Town, its officers, council members, partners, agents and employees from and against all action, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town and against all loss, liability judgments, claims, suits, demands of expenses which the Town may sustain, suffer or be put to resulting from or arising out of the company's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service, required hereunder to be performed or rendered by the company, its agents, officials and employees. Signing the acceptance, the proponent will be subject to the laws of the Province of Ontario and Canada.
- 10.2. The Successful Proponent shall employ a high standard of public relations and communication.
- 10.3. The Successful Proponent agrees that the Owner has the right to accept or reject all or any portion of this Quotation.
- 10.4. The Successful Proponent to whom this Agreement is awarded will be required to supply prior to commencing any work:
- 10.5. A Certificate of Liability Insurance or a certified copy of the Proponent's insurance policy. The Liability Insurance shall:
  - i. Have a limit of comprehensive general liability of not less than **\$5,000,000.00** inclusive for any occurrence.
  - ii. Be comprehensive liability insurance covering all operations and liability assumed under this agreement with the Town.

- iii. Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor 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 Proponent and used on the work. Each such insurance shall have a limit of liability of not less than **\$2,000,000.00** inclusive for any one occurrence. A “vehicle” shall be as defined in the Highway Traffic Act.
  - iv. Be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty (30) days’ prior notice to the Town.
  - v. Name the Town and the Municipality wherein the work is to be undertaken as insured parties.
- 10.6. The Proponent agrees to perform the whole of the work and to apply all materials, labour, tools, plant, and machinery, necessary to do the work.
- 10.7. Workplace Safety and Insurance: The Proponent shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Proponent, and a further certificate issued annually on or before the anniversary date of each year.
- 10.8. Compliance with Laws, Regulations and Policies: The Proponent shall comply with all labour, police, health, environment, sanitary and other laws, and regulations imposed by public bodies having jurisdiction during the Term.
- 10.9. The Proponent shall be, or shall become, familiar with all such laws, regulations, and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Proponent’s responsibility to comply with:
- Environmental Protection Act and Regulations;
  - Workplace Safety and Insurance Act;
  - Occupational Health and Safety Act;
  - Safety or other Policies established by the Authority or the Town;
  - Construction Lien Act and regulations;



- Ministry of Transportation Regulations including the Commercial Vehicle Operating Regulations; and
  - Electrical Safety Authority.
- 10.10. The Proponent shall indemnify and hold harmless the Town of Tecumseh and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.
- 10.11. The Proponent shall comply with all applicable municipal, provincial, and federal laws pertaining to the Proponent's services provided herein to the Town including, without limiting generality, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.
- 10.12. Please be advised that the Owner has a Policy on Health & Safety. The successful Proponent is requested to ensure that employees are advised and have a sound knowledge of this policy.
- 10.13. **Safety and First Aid:** Without limiting the generality of Section B 9.8 "Compliance with Laws, Regulations and Policies," the Proponent shall:
- i. Provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*.
  - ii. Comply with requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding the 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.
  - iii. Provide full-time supervision of on-site activities of own forces to ensure applicable regulations and specification requirements are being followed.
  - iv. Take all necessary precautions to ensure the continuous safety of any contract workers, the owner, and the general public at large on the Owner's property.
  - v. Provide the company's Health and Safety Policy prior to the commencement of the agreement.
- 10.14. In the event of a site visit from the Ministry of Labour and in the event this Ministry of Labour person gives written warning to any contravention to the *Health and Safety Act*, a written copy is to be given to the Town of Tecumseh.

## **11 Accessibility for Ontarians with Disabilities Act (AODA)**

- 11.1. The Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Proponent is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 191/11 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005* as amended (the "Act").
- 11.2. The Proponent shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Proponent shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers, or others who received such training.
- 11.3. The Town reserves the right to require the Proponent to amend its training policies to meet the requirements of the Act and the Regulation.

## **12 Section B – Specifications**

### **13 Description of Work**

- 13.1. The Town of Tecumseh is requesting bids from qualified Proponents to remove all the brick paving stones along Tecumseh Rd. including old pole bases and specified trees as shown in the drawings. The successful Proponent will then pour and stamp concrete to match existing in accordance applicable OPSS Specifications.
- 13.2. The Proponent must supply labour, materials, and equipment to perform the work as described in Section B, 13 – Description of Work.

All safety precautions while working in the ROW shall be undertaken, including, but not limited to;

- Traffic control in accordance with OTM Book 7
- Sidewalk access for AODA purposes' except where closure is required for safety;
- protection of area once excavated to prevent tripping hazards;

### **14 Removal and Replacement of Sidewalks**

The Proponent will supply all labour and equipment to:

- i. Supply all signage in accordance with OTM Book 7 to work from the roadway and perform the work as described, including closing the sidewalk where needed.
- ii. Remove and dispose of all brick pavers as shown on attached drawings.
- iii. Remove and dispose of existing old light pole bases identified on drawings.
- iv. Remove and grind stump to 125 mm below sidewalk base.
- v. Install granular A to adjust base where needed and compact using mechanical compaction equipment.
- vi. Construct 100 mm thick, 30 MPA stamped coloured concrete sidewalk inlay with 6 – 8% air entrainment (or matching existing width).
- vii. Install four (4) 10 M dowels 100 mm into existing concrete sidewalk panel; two (2) on each side of the panel anchored with a concrete adhesive.

- viii. Install 12 mm x 100 mm expansion joints abutting existing concrete and at 6 m intervals.
- ix. Sidewalks are to be backfilled with high-quality topsoil free of weeds and to be seeded with high-quality grass seed. The contractor is to be responsible for all damaged areas.

## 15 Working Days

- i. Time is of the essence in completing the Work.
  - ii. Progress of the Work and Time for Completion
- 15.1 After receiving authorization to proceed the Proponent shall diligently conduct the Work on this Contract to completion on or before the expiration of **60** Working Days. All work must be completed no later than **October 31, 2023**.
- 15.2 If the time limit above specified is not sufficient to permit completion of the Work by the Proponent working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional cost occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed, therefore.

## Section C – Quotation Form

Item	Estimated Quantity	Unit	Unit Price	Total
Removal of Brick Pavers and Replacement with Stamped coloured concrete	1450	sq. m	\$	\$
old Pole removal	9	each	\$	\$
Tree removal, stump grinding	6	each	\$	\$
Contingency	1			\$30,000
Total excluding HST				\$
Applicable HST will be added at time of invoicing for services performed.				
Totals above are for Tender purposes only; actual quantity will be measured and paid at Unit Prices given				

## Section D - Acceptance

I/We, the Undersigned, having examined the RFQ and do hereby affirm the acceptance of the requirements of the RFQ. I/We do certify that the information supplied on the Quotation Form to be true and complete in all respects and is open for acceptance by the Town of Tecumseh within 60 days of the closing date.

I, We

---

Name

Position

of

---

Company Name

Dated at \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

---

Authorized Signature

Print Name

---

Street Address

---

City, Province Postal Code

---

Telephone No.

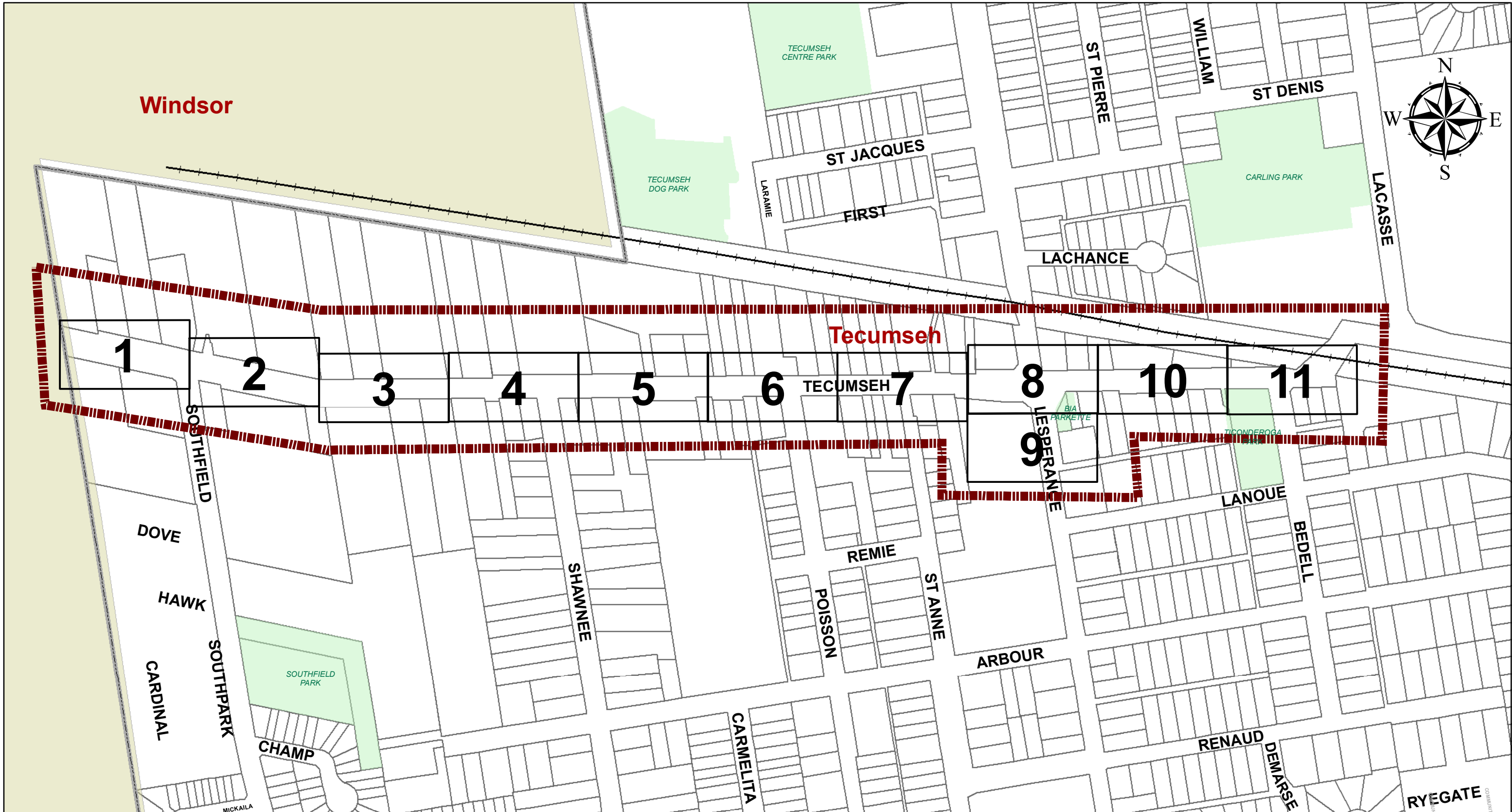
Facsimile No.

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Email Address

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Quotation requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Proponent and the Town of Tecumseh and hereby certifies that the information supplied in this proposal to be true and compete in all respects.

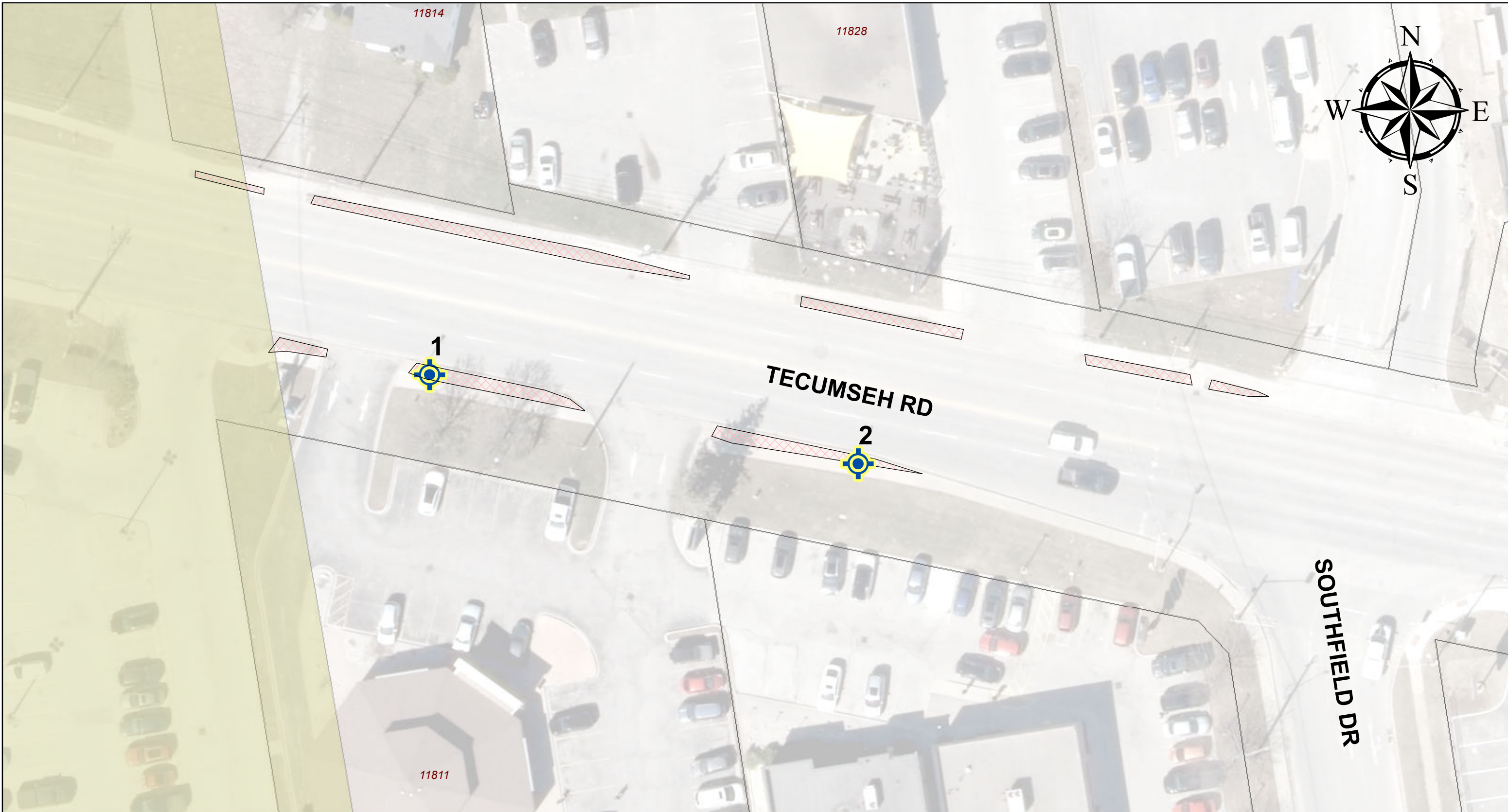
Document Path: M:\Public\Works\_Roads\_Storm\_Wastewater\SideWalks\TecRd\_BrickPavers\_Replacement Project\2023\OverallMap\_BrickPaverReplacement2023.mxd



<b>DISCLAIMER</b> Conditions of Use The information within this map is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Corporation of the Town assumes no liability for any alleged or actual, incidental or consequential damages resulting from the furnishing, performance or use of this map.	= Project Area = Detail Page Tecumseh/Windsor Border To Bedell Street	 TOWN OF Tecumseh ONTARIO · CANADA	Work Done:	Author: jkell	<b>TECUMSEH ROAD</b>	PROJECT No.
				<INSERT NAME>		PWES - TEC
			Date: 2023-04-28	Scale:	<b>SIDEWALK BRICK REPLACEMENT</b>	SHEET No.
			<INSERT SCALE>			COVER



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Work Done:


Author: jkell

<INSERT NAME>

Date: 2023-04-28

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## TECUMSEH ROAD

**SIDEWALK BRICK REPLACEMENT  
MAP BOOK**

PROJECT No.

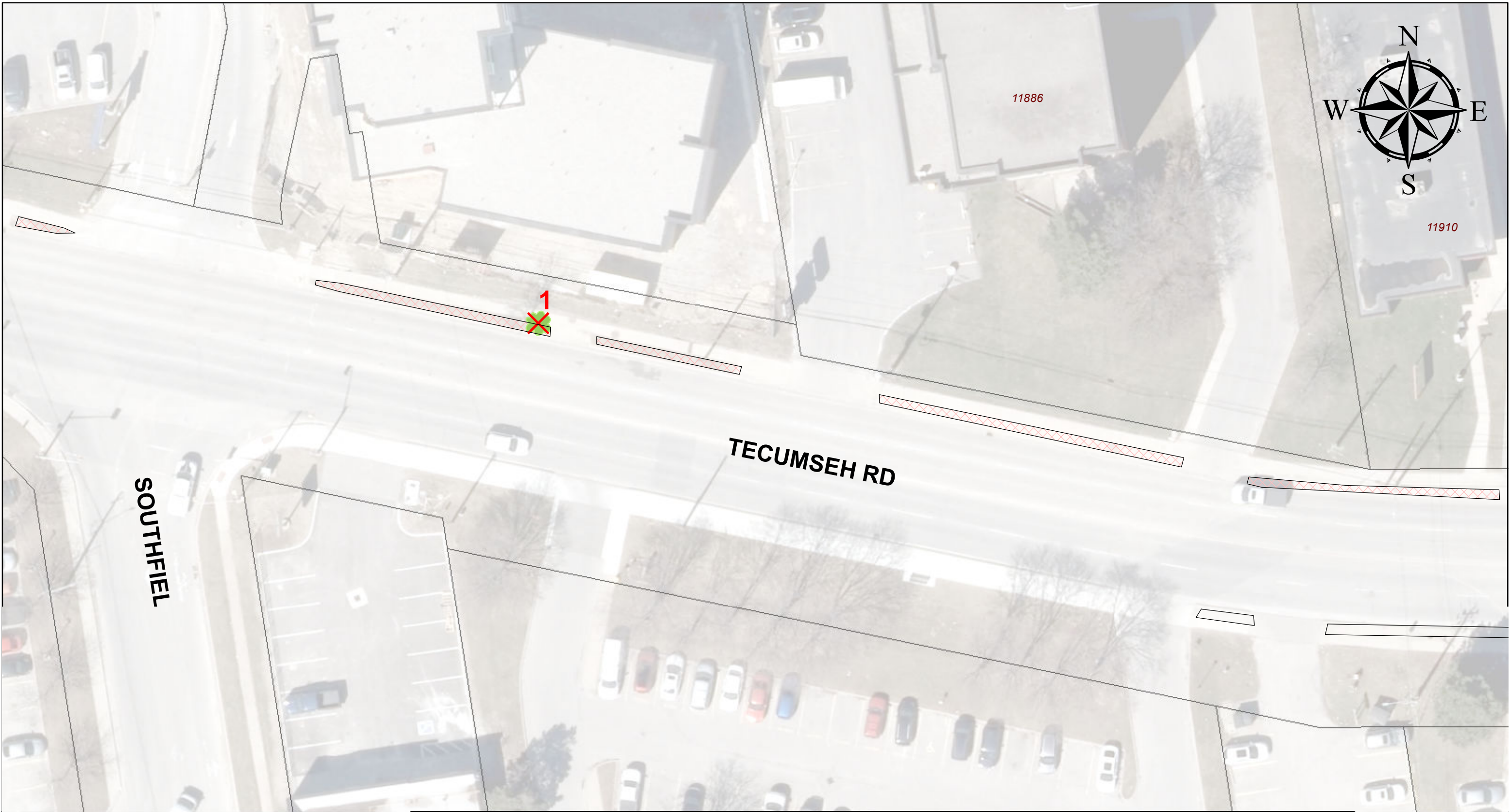
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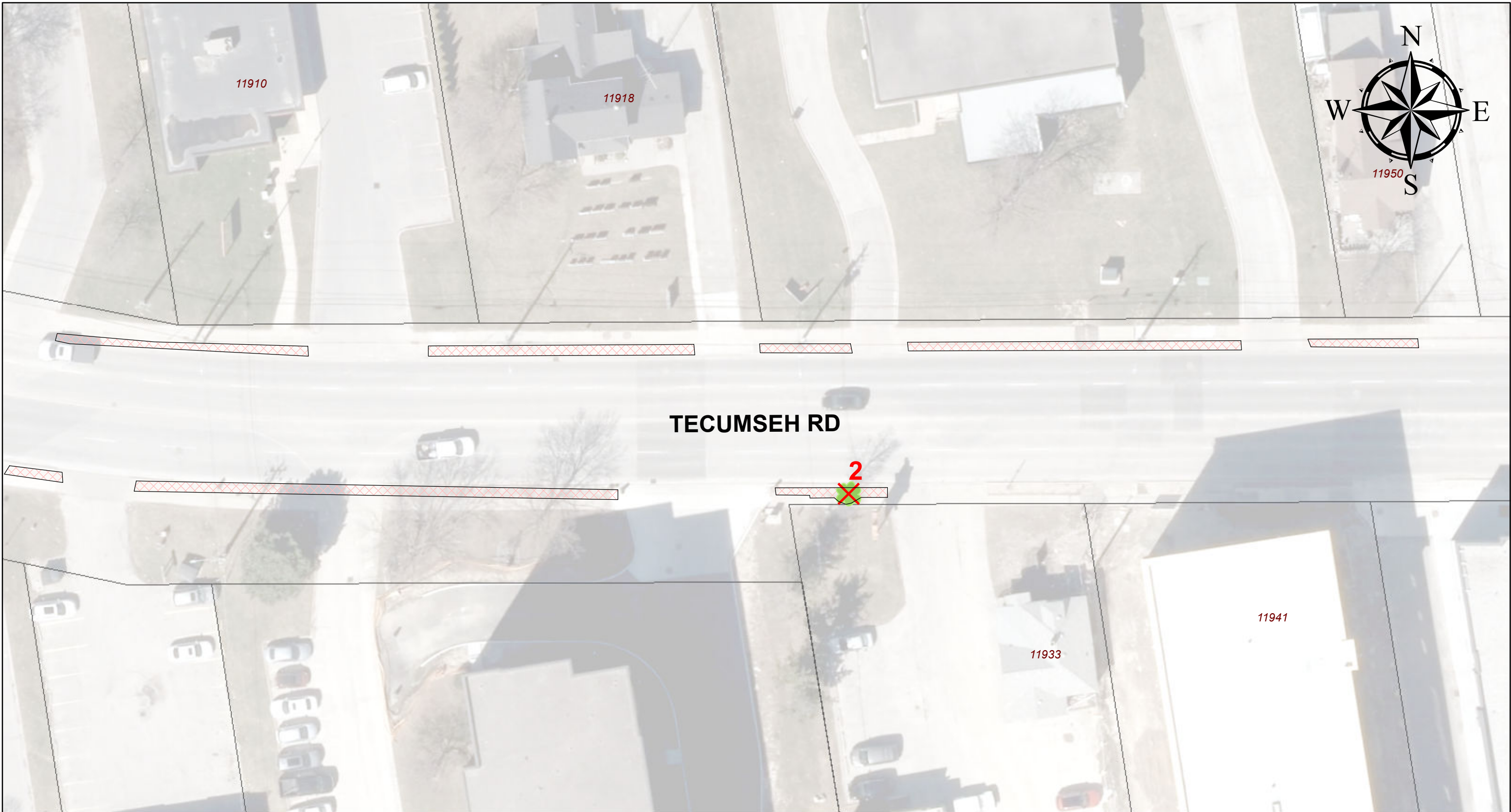
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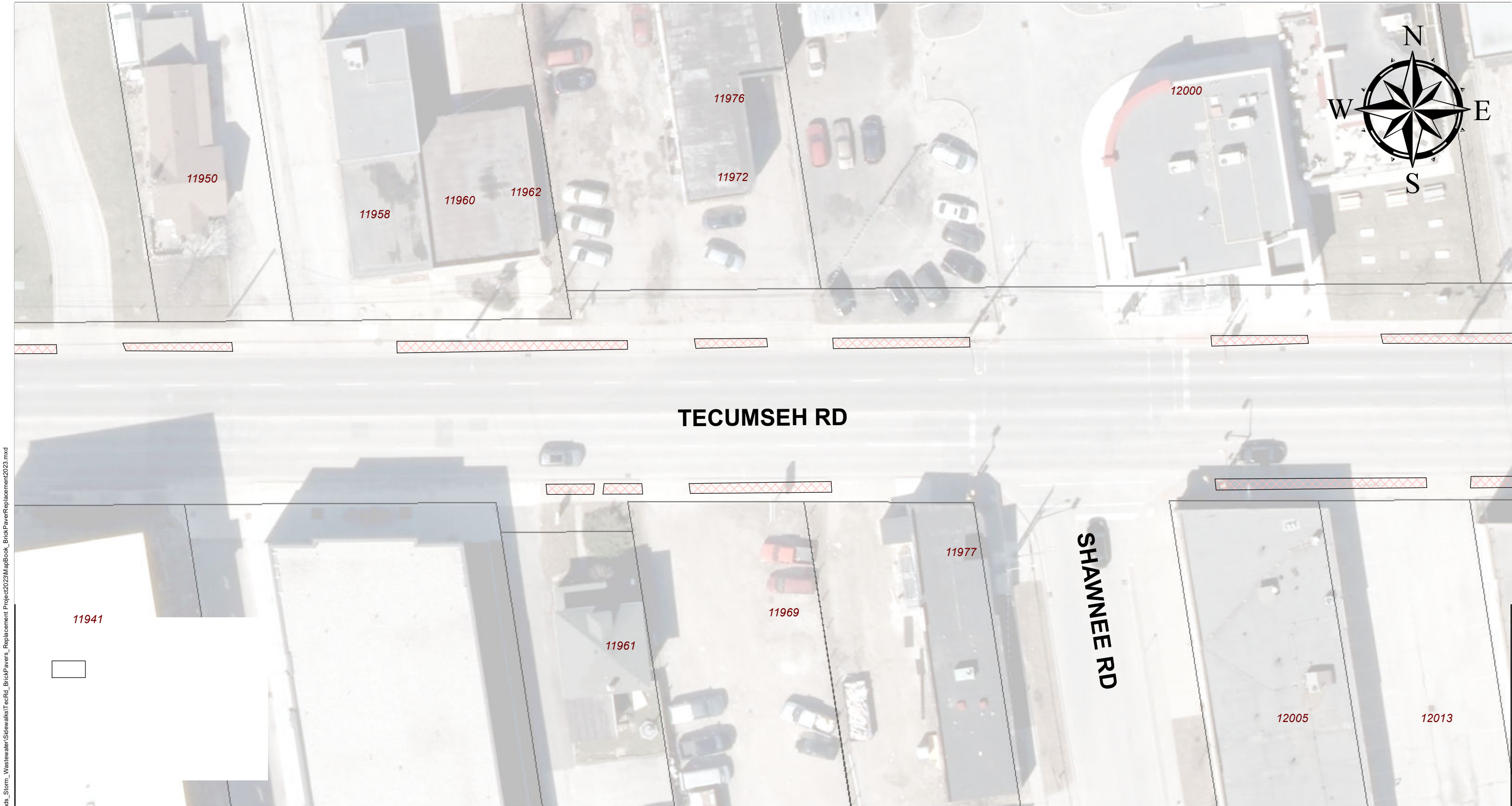
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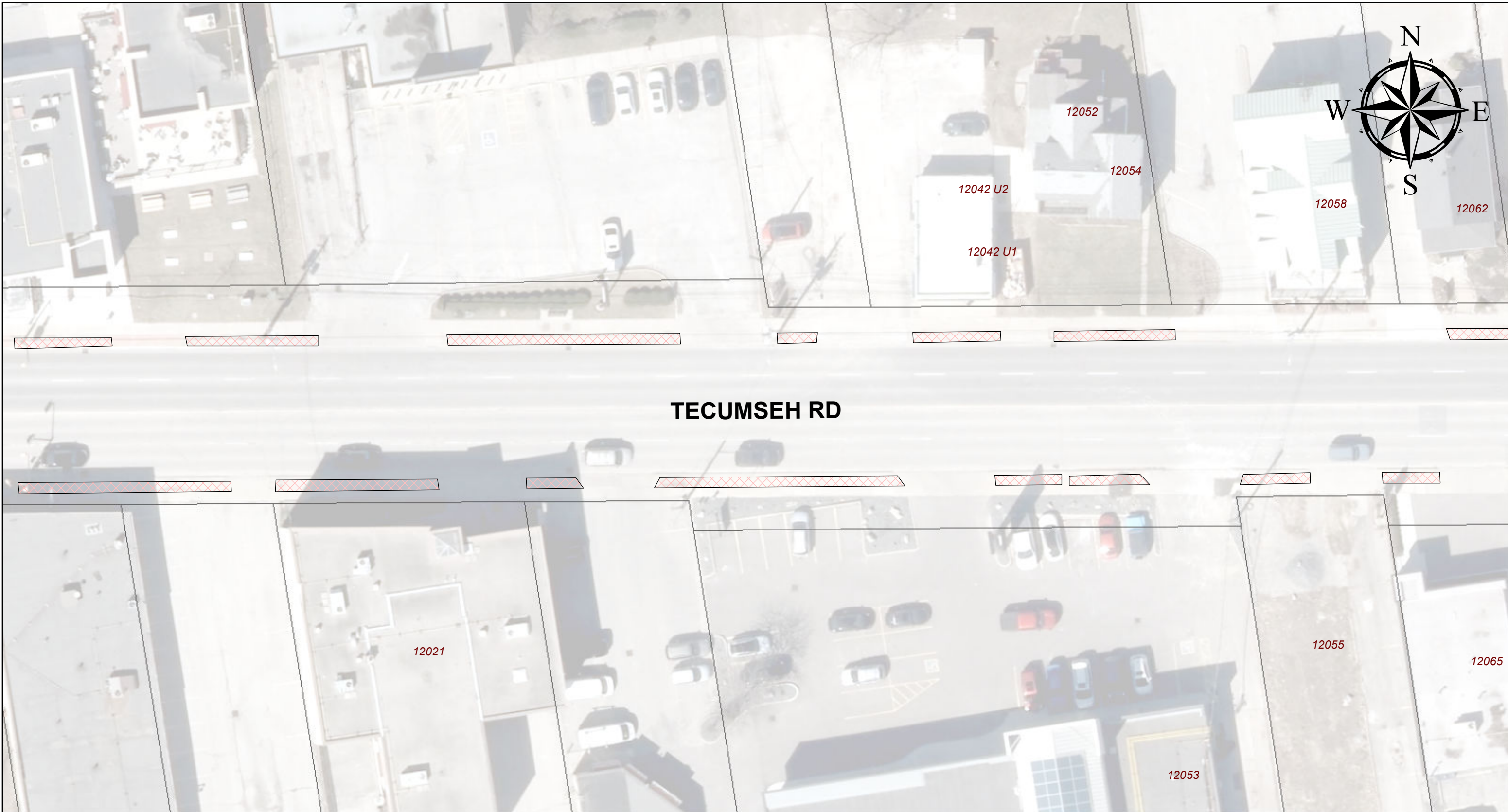






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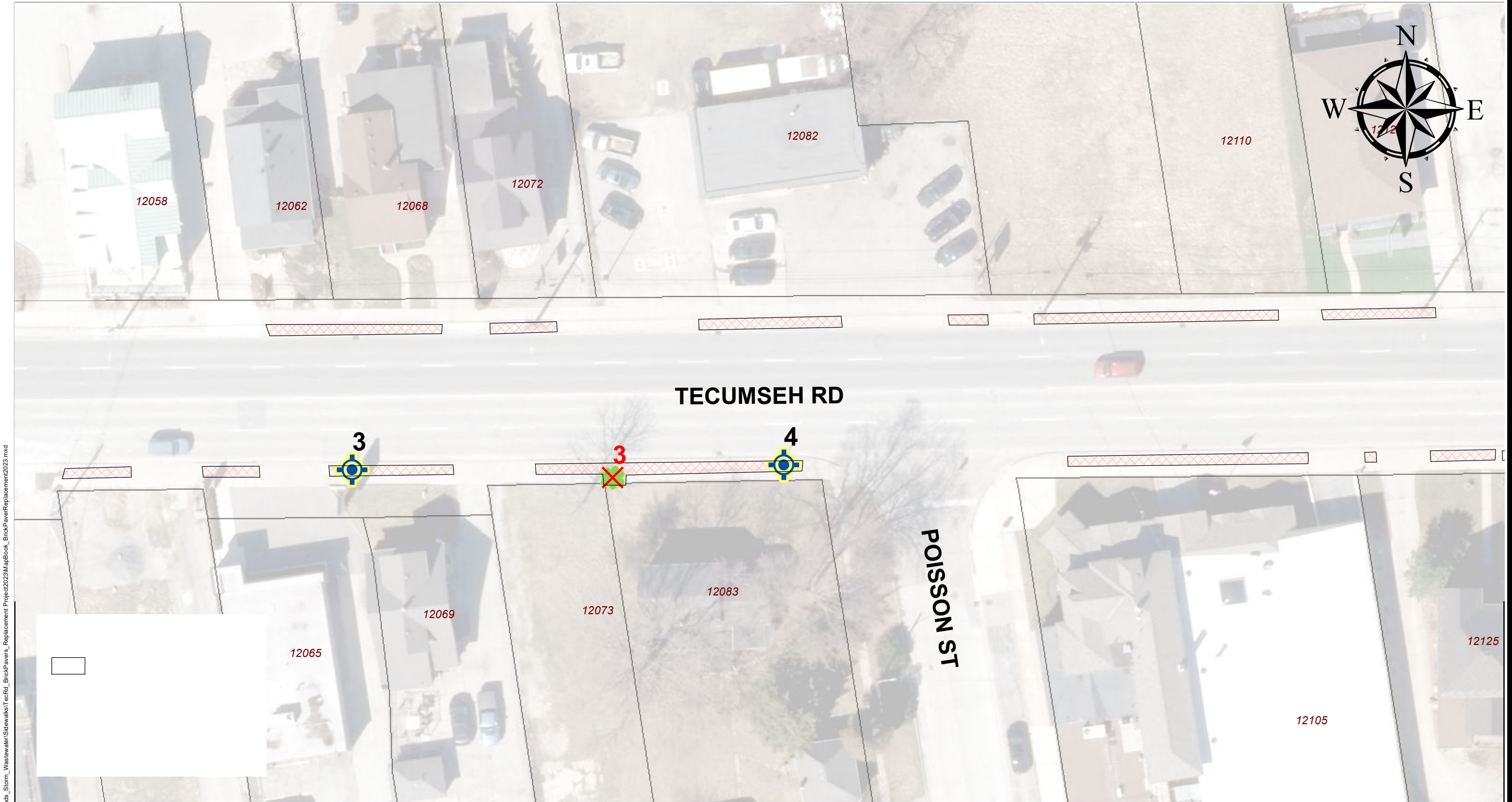
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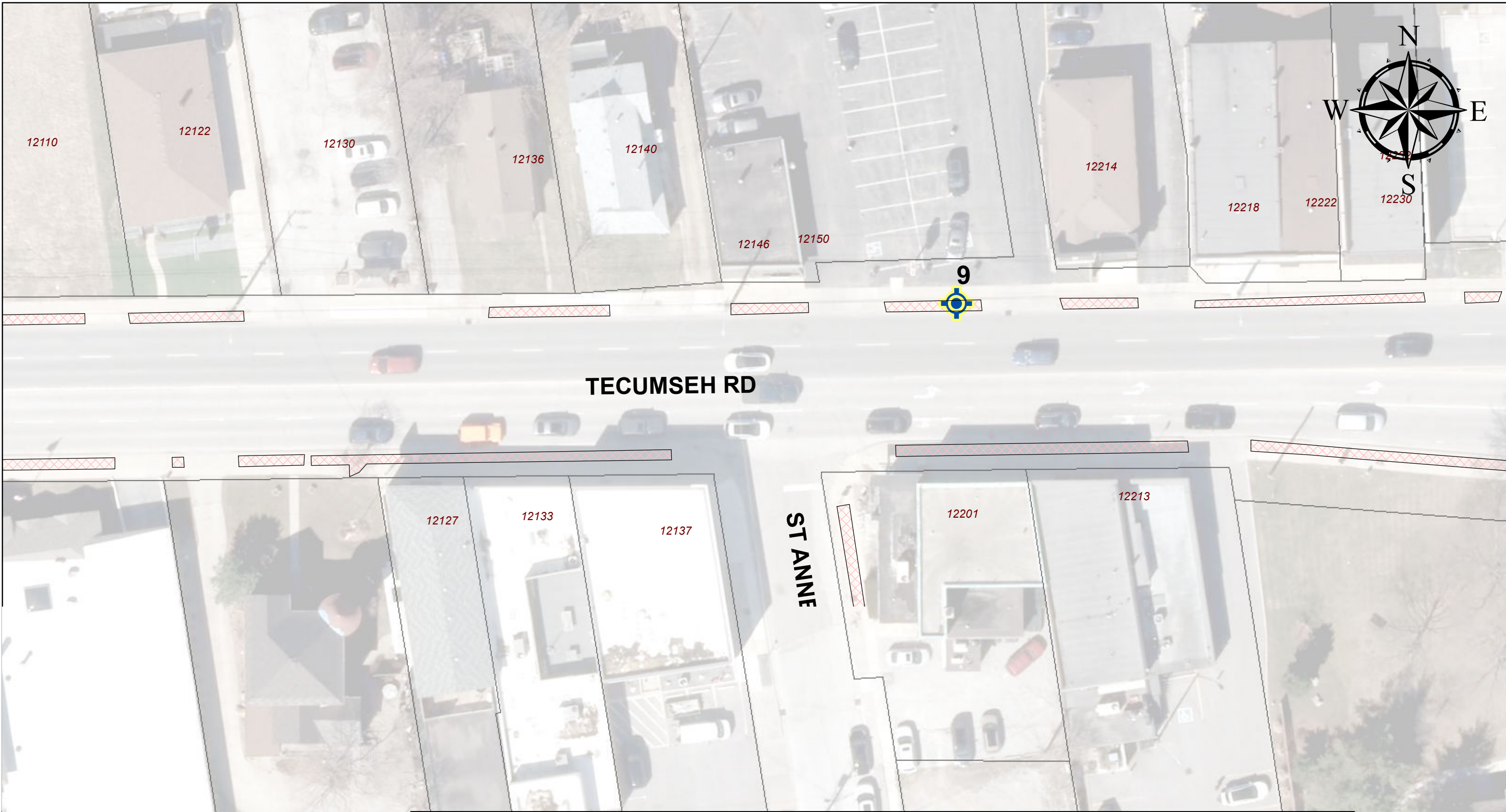


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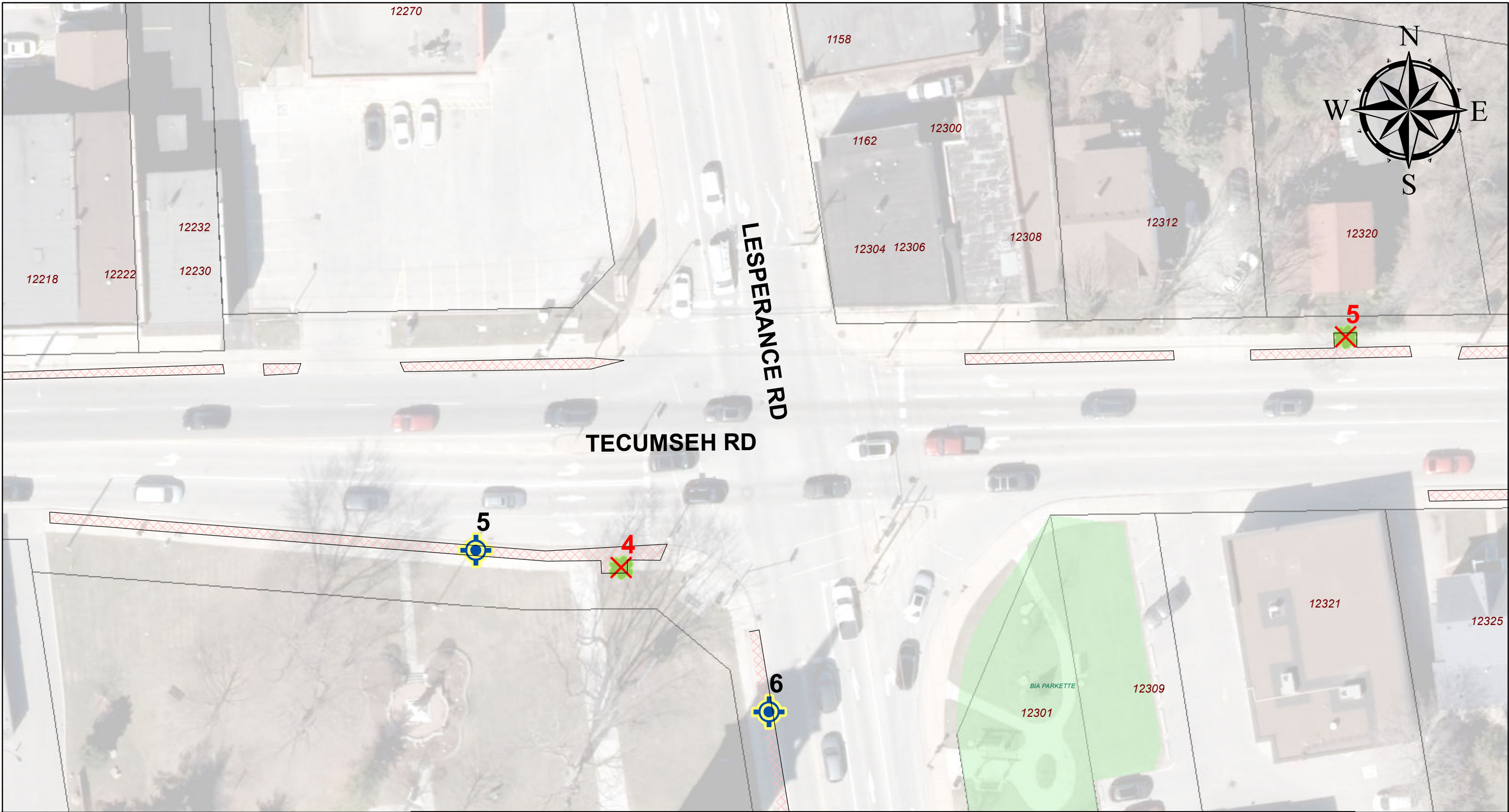
TECUMSEH ROAD

SIDEWALK BRICK REPLACEMENT  
MAP BOOK

PROJECT No.	PWES - TEC
SHEET No.	7



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Author: jkell

<INSERT NAME>

Date: 2023-04-28

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TECUMSEH ROAD

SIDEWALK BRICK REPLACEMENT  
MAP BOOK

PROJECT No.

PWES - TEC

SHEET No.

8



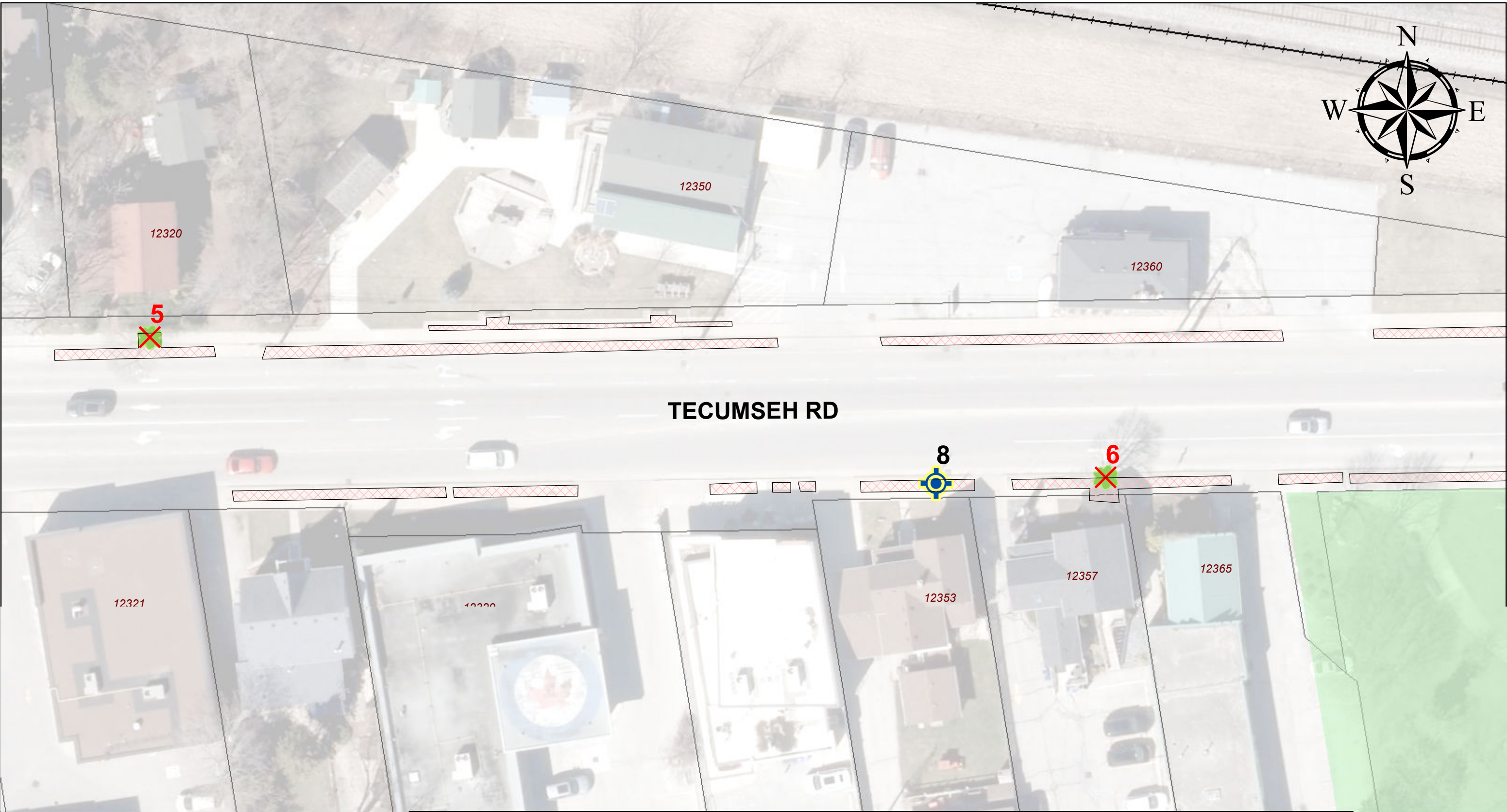
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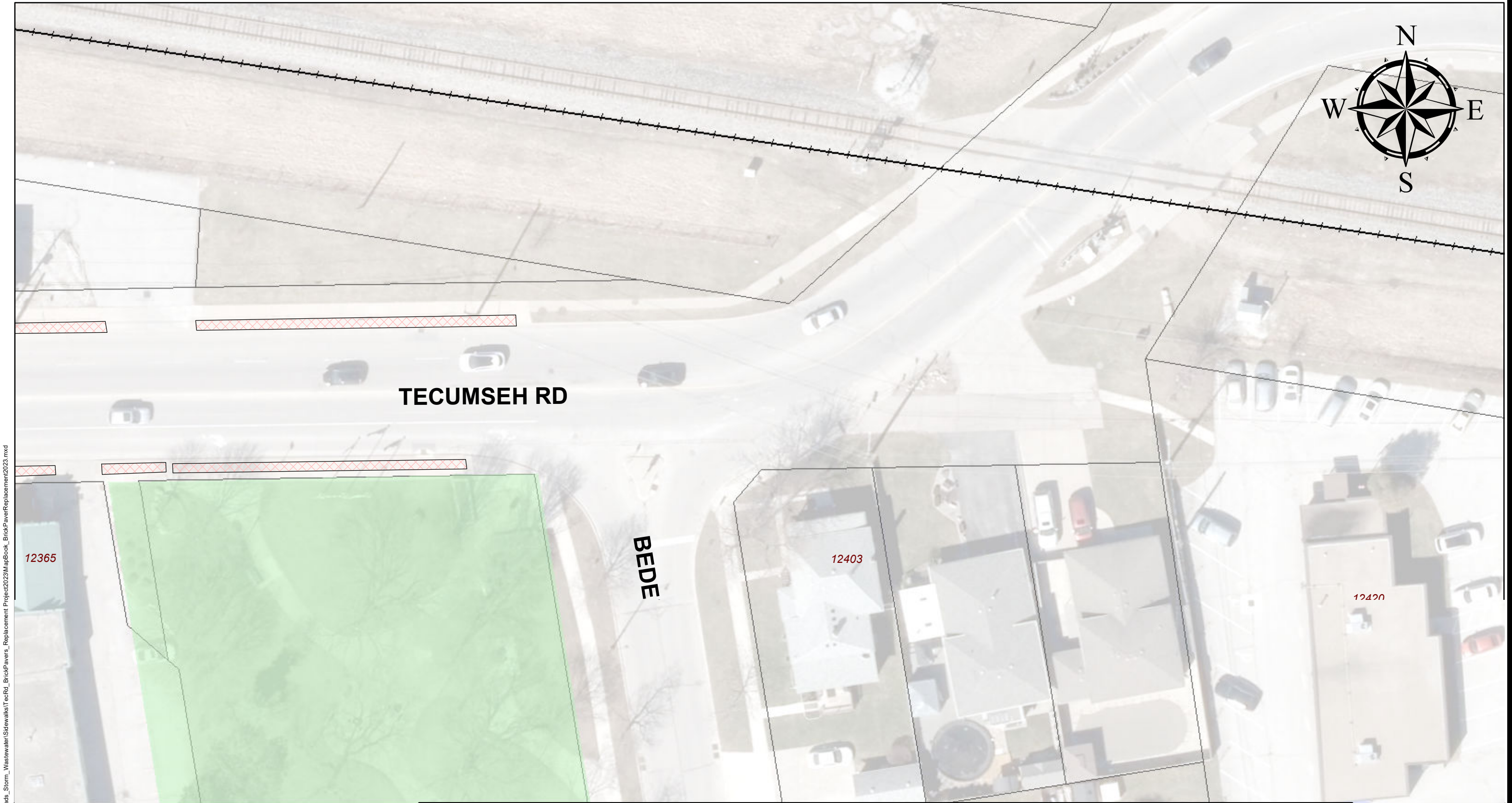
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**TECUMSEH ROAD**  
  
**SIDEWALK BRICK REPLACEMENT  
MAP BOOK**

PROJECT No.  
**PWES - TEC**  
  
SHEET No.  
**10**





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Work Done:

Author: jkell
<INSERT NAME>
Date: 2023-04-28
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TECUMSEH ROAD	
SIDEWALK BRICK REPLACEMENT MAP BOOK	

PROJECT No.	PWES - TEC
SHEET No.	11

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

## **By-Law Number 2023-091**

Being a by-law to amend By-Law 2022-099 to prescribe administrative fees and charges for the Town of Tecumseh for the year 2023

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

**And whereas** the *Municipal Act, 2001, S.O, 2001, C. M25* grants a municipality the power to pass by-laws that impose specific fees for licensing, services, permits and other reasons;

**And whereas** Section 69 of the *Planning Act, R.S.O 1990 c.P.13* grants a Council of a municipality, by-law, and a planning board, by resolution, authority to establish a tariff of fee for the processing of applications made in respect of planning matters;

**And whereas** Section 446 (1) of the *Municipal Act S. O. 2001, c.M.25* authorizes a municipality under this or any other Act or under a bylaw under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

**And whereas** the Council of The Corporation of the Town of Tecumseh adopted By-Law 2022-099, to prescribe administrative fees and charges for The Corporation of the Town of Tecumseh, not otherwise prescribed by by-law.

**And whereas** the Council of The Corporation of the Town of Tecumseh wishes to amend By-Law 2022-099 so to prescribe fees relating to Alley Closings in accordance to Policy No. 99

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

1. **That** Schedule A to By-Law 2022-099 be removed and repealed in its entirety and replaced with the revised Schedule A entitled General Administration, a copy of which is attached hereto and which revised Schedule A shall be incorporated by reference in By-Law 2022-099.
2. **That** this by-law shall come into force and take effect on the date of the third and final reading.

**Read** a first, second, third time and finally passed this 12th day of September, 2023.

---

Gary McNamara, Mayor

---

Robert Auger, Clerk

Schedule A - General Administration

By-Law 2022-99

Type of Fee	2023 Fees	2022 Fees	HST
Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting	\$ 44.47	\$ 41.60	Y
Photocopies (per page)			
a) 11inch X 17 inch	\$ 0.74	\$ 0.69	Y
b) 11inch X 17 inch (Colour)	\$ 2.95	\$ 2.76	Y
c) 8-1/2 inch x 11 inch	\$ 0.20	\$ 0.19	Y
d) 8-1/2 inch x 11 inch (Colour)	\$ 1.48	\$ 1.38	Y
e) 8-1/2 inch x 14 inch	\$ 0.68	\$ 0.64	Y
f) 8-1/2 inch x 14 inch (Colour)	\$ 1.97	\$ 1.84	Y
g) Bound publications	\$ 9.83	\$ 9.20	Y
Maps, plans on plotter - per square foot	\$ 3.93	\$ 3.68	Y
Maps, plans on plotter - per square foot (Colour)	\$ 6.88	\$ 6.44	Y
Large Format Scanning - per square foot	\$ 4.67	\$ 4.37	Y
Geo-referenced data (reference Policy #43)			
a) Each Segment (layer)	20% of cost	20% of cost	Y
b) Per parcel/entity	\$ 0.22	\$ 0.21	Y
c) Data production service fee	\$ 61.59	\$ 57.61	Y
Digital data on CD/DVD	\$ 61.59	\$ 57.61	Y
Compliance Reports			
a) Building	\$ 90.00	\$ 80.00	N
b) Fire	\$ 75.00	\$ 69.95	N
c) Public Works	\$ 75.00	\$ 70.00	N
d) Tax Certificates	\$ 80.00	\$ 75.00	N
Municipal Paraphernalia			
a) Town pins - each	\$ 0.44	\$ 0.44	Y
b) Town golf shirts - each	\$ 22.79	\$ 22.79	Y
c) Baseball Caps	\$ 9.29	\$ 9.29	Y
d) Town of Tecumseh flags	\$ 33.76	\$ 33.76	Y
e) Canadian flags	\$ 35.40	\$ 35.40	Y
f) Ontario flags	\$ 55.75	\$ 55.75	Y
Return Cheque	\$ 30.00	\$ 30.00	N
Burial permit	\$ 30.00	\$ 15.50	N
Marriage License	\$ 135.00	\$ 130.00	N
Mobile Food Vender	\$ 350.00	-	N
Temporary Outdoor Patio	\$ 250.00	-	N
Fireworks Application	\$ 50.00	-	N
Alley Closing - Title Search	\$ 40.00	-	N
Alley Closing - Application Fee	\$ 200.00	-	N
Reprint Tax Bills	\$ 10.00	\$ 10.00	N
Tax Registration administration fee (plus costs)	\$ 320.00	\$ 300.00	N
Refund or Misdirected Payment Fee	\$ 25.00	\$ 20.00	N
By-Law Enforcement Administration Fee			
Corrective work performed under any Town of Tecumseh By-law	\$ 140.00	\$ 130.00	N

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

## **By-Law Number 2023-092**

Being a by-law to consent to the transfer to the Corporation of the County of Essex of all power of the Town of Tecumseh as a lower tier municipality with respect to the collection of waste and the delivery of such waste in the Town of Tecumseh pursuant to the provisions of Sections 189 and 190 of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

**Whereas**, on or about September 19, 1990, pursuant to the provisions of Section 209(a) of the Municipal Act, R.S.O. 1980, c. 302, and by way of County of Essex By-law No. 2847 all waste management functions, except the collection of waste, the delivery of waste, and the treatment of sewage sludge, were transferred from the lower-tier municipalities of the County of Essex to the upper-tier County of Essex;

**And Whereas** Section 188 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that both “lower-tier power” and “upper-tier power” means a power that may be exercised, among other things, with respect to “waste management”;

**And Whereas** Section 189 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that “[a]n upper-tier municipality may pass a by-law to provide for, (a) the transfer of all or part of a lower-tier power to the upper-tier municipality from one or more of its lower-tier municipalities which are specified in the by-law; and (b) transitional matters to facilitate the assumption of the lower-tier power”;

**And Whereas** the Council of The Corporation of the County of Essex did pass County of Essex By-law Number 2023-40 on August 16, 2023, to transfer all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex;

**And Whereas** Section 189(2)(b) and (c) states that such a by-law of an upper-tier municipality to transfer all or part of a lower-tier power to the upper-tier municipality shall not come into force unless a majority of the councils of all the lower-tier municipalities forming a majority of all electors of the upper-tier municipality for municipal purposes have passed resolutions giving their consent to the by-law;

**And Whereas** the Council of The Corporation of the Town of Tecumseh deems it desirable to consent to the transfer of the powers of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste to the County of Essex;

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

1. The Council of The Corporation of the Town of Tecumseh hereby expressly consents to County of Essex By-law Number 2023-40.



2. The Council of The Corporation of the Town of Tecumseh consents to the assumption and transferring of all powers with respect to the collection of waste and the delivery of such waste to The Corporation of the County of Essex;
3. Nothing in this by-law shall be deemed to include the storage, processing, and/or treatment of sewage sludge, which power is expressly preserved for the lower-tier municipalities of the County of Essex.
4. Following County of Essex By-law 2023-40 coming into force and taking effect:
  - A) any existing by-law or resolution of the Town of Tecumseh that relates to the transferred lower-tier power specified shall, to the extent it applies in any part of the Town of Tecumseh, be deemed to be a By-law or resolution of the County of Essex;
  - B) any such existing by-law or resolution shall remain in force in the Town of Tecumseh, or the affected part of the said Town of Tecumseh, until the earlier of:
    - (1) two years after County of Essex By-law Number 2023-40 comes into force; and
    - (2) the day the existing Town of Tecumseh by-law or resolution is repealed by the County of Essex.
5. Further, following County of Essex Number By-law 2023-40 coming into force and taking effect:
  - A) the County of Essex may continue anything that the Town of Tecumseh began under the transferred lower-tier power specified but did not complete; and
  - B) the Town of Tecumseh shall not exercise any power related to the collection of waste and the delivery of such waste without the consent of The Corporation of the County of Essex.
6. This by-law shall come into force and take effect on the date of its final passing.

**Read** a first, second, third time and finally passed this 12th day of September, 2023.

---

Gary McNamara, Mayor

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Robert Auger, Clerk

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

## **By-Law Number 2023-093**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Essex Energy Corporation

**Whereas** the Independent Electricity System Operator (IESO) is responsible for operating the electricity market and directing the operation of the bulk electrical system in Ontario;

**And whereas** as apart of IESO's Resource Adequacy Framework to secure electricity capacity needs on a short term basis, Capacity Auctions are held to assist in meeting the demand response, generation, storage and import of electricity resources from third party generators;

**And whereas** Essex Energy Corporation is a registered participant of the IESO Capacity Auction (Program) and has presented the Corporation of the Town of Tecumseh (Town) an agreement to utilize the Tecumseh Arena and Manning Road Pump Station generators to participate in the Program;

**And whereas** the Town is desirous of entering into an Agreement with Essex Energy Corporation to participate in the Program;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and the Essex Energy Corporation, a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **And That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.



**Read** a first, second, third time and finally passed this 12th day of September, 2023.

---

Gary McNamara, Mayor

---

Robert Auger, Clerk

**ESSEX ENERGY CORPORATION**

**STANDBY GENERATOR OPERATION AND MAINTENANCE AGREEMENT**

1.	Host:	The Town of Tecumseh (the “ <b>Host</b> ”)
2.	Site:	Tecumseh Arena, and Manning Pumping Station (the “ <b>Site</b> ”)
3.	Generator Description:	Tecumseh Arena: Kohler 1000 REOZM Manning Pumping Station: Kohler 800 REOZDE (the “ <b>Generator</b> ”)
4.	Term:	The term of this Agreement shall commence on the Effective Date of this Agreement and end on April 30, 2028 (subject to any written agreement to extend or modify the term and subject to early termination as provided for in the Standard Terms and Conditions annexed hereto) (the “ <b>Term</b> ”)

The Host and Essex Energy Corporation (“**Essex Energy**”) agree to the foregoing and the Standard Terms and Conditions attached as Schedule “A”.

**DATED** as of this 12th day of September, 2023 (the “**Effective Date**”)

**TOWN OF TECUMSEH**

**ESSEX ENERGY CORPORATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**Gary McNamara, Mayor**

Per: \_\_\_\_\_

**Robert Auger, Clerk**

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**  
**STANDARD TERMS AND CONDITIONS**

1. Commencing as at the Effective Date, Essex Energy will be entitled to access to the Site at all reasonable times to enable Essex Energy to, as it deems necessary, install all necessary electrical switchgear and components to meet the minimum requirements outlined in applicable IESO market manuals, including the wholesale revenue metering standard for the Sites' applicable metering installation configuration, to enable energy generated by the Generator to be bid into the Ontario wholesale electricity market (the "**Equipment**"). The Equipment will remain the property of Essex Energy throughout the Term. The Host will be responsible to indemnify and reimburse Essex Energy for any damage to the Equipment which occurs during the Term other than through the negligence or misconduct of Essex Energy. On completion of the Term, Essex Energy will remove the Equipment at its own cost and expense, without damage and adverse impact to Host facility backup power operations, other than normal wear and tear. The Equipment may include a remote terminal unit, wholesale compliant metering system including meter, current transformer, potential transformer and isolation blocks as well as firmware, which items are labelled as being owned by Essex Energy. The Host will fully cooperate with Essex Energy in its actions to obtain and provide all necessary permits, licenses, certificates, and/or approvals required for installation, connection and operation of all applicable Equipment at or in the Site in compliance with Applicable Laws.
2. Essex Energy will, if necessary, apply to the Ontario Energy Board on behalf of the Host for a license entitling the Host to generate electricity from the Site.
3. If necessary, Essex Energy will negotiate a connection agreement on the Host's behalf with the owner of the electricity distribution grid in whose licensed service territory the Site is located for connection of the Generator to such distribution system (the "**Connection Agreement**"). The Host will be responsible for all liabilities arising under the Connection Agreement, except to the extent attributable to Essex Energy's negligence or misconduct. The terms and conditions of the Connection Agreement shall be subject to approval by the Host, acting reasonably.
4. Once the Equipment has been installed, the Host has been issued a license to generate electricity, and the Generator has been connected to the distribution system, Essex Energy will be responsible for collecting, monitoring and analyzing data from the Generator, for interfacing with the IESO for electricity market operations and programs, and for monitoring compliance with the Connection Agreement. To enable Essex Energy to perform this function, the Host will maintain 24 hour high speed internet access at the Site throughout the Term.
5. The Host will be responsible for maintenance and routine testing of the Generator to the standards outlined below in this section 5 and will be required to provide documentation to Essex Energy on a monthly basis documenting its maintenance activities and establishing to Essex Energy's reasonable satisfaction that such standards are being met. The Host shall ensure that the Generator:
  - (a) meets all applicable requirements of the Electricity Safety Authority ("**ESA**");
  - (b) conforms to all applicable industry standards including, but not limited to, those of the Canadian Standards Association ("**CSA**"), the Institute of Electrical and Electronic Engineers, the American National Standards Institute and the International Electrotechnical Commission;
  - (c) is operated and maintained in accordance with the Connection Agreement, the requirements of the ESA, applicable IESO market standards and Good Engineering and Operating Practice and Applicable Laws, other than in respect of obligations for which Essex Energy is expressly responsible hereunder.
6. Essex Energy agrees that the Generator will be operated for the purpose of supplying the wholesale electricity market for a maximum of 250 hours per year. In exchange for making the Generator available for this purpose, Essex Energy will pay the Host a "capacity payment" of 50% of all revenues received in a calendar quarter from the IESO for ten (10) minute non-spinning operating reserve and, as an "energy payment" 50% of all revenues received in a calendar quarter from the IESO from the sale of electricity generated by the Generator and, finally, 50% of all revenues received from the IESO from other sources attributable to the operation, ownership, availability or capacity of the Generator, including the provision of capacity under the IESO's Capacity Auction (the "**CA**"), any other IESO electricity programs, and otherwise. The remainder of such revenues shall be the property of Essex Energy. Payments will be made within 45 days of the end of each quarter. In addition, Essex Energy will reimburse the Host for fuel costs incurred in running the Generator for the wholesale market. Fuel reimbursement will be based on prices published as the "quarterly average Windsor price" on the following Ontario's Ministry of Energy website:

<http://www.energy.gov.on.ca/index.cfm?fuseaction=oilandgas.fuelpricedata&fuel=dsl&year=2007>. The Host recognizes that its fees will fluctuate based on conditions in Ontario's electricity market.

7. Neither party will be liable to the other under any circumstances for any indirect, incidental, special or consequential damages, whether punitive or exemplary, including damages for loss of use or profits or revenues, business interruption losses, loss of contract or loss of goodwill or other economic benefits, howsoever caused, whether arising directly or indirectly from any breach of this Agreement.
8. The Host shall have the risk and all liability in respect of:
  - (a) all loss, damage or injury to property owned by Essex Energy, or to the property for which Essex Energy is at law responsible for located on the lands and premises owned by the Host unless due to a negligent act or omission or wilful misconduct of Essex Energy; and
  - (b) all loss, damage or injury to:
    - (i) property of the Host or property of a third person on the lands and premises owned, leased or otherwise controlled by the Host; and
    - (ii) any person or persons (including loss of life) whether on the lands or premises owned by the Host or owned or used by Essex Energy, or otherwise, resulting from the operation of the Generator, whether in accordance with this Agreement or otherwise,except to the extent that such loss, damage or injury is the result of a negligent action or wilful misconduct of Essex Energy.
9. Force majeure means any event or circumstance which is beyond the reasonable control of a party, does not result from the negligence or fault of a party, and results in or causes the inability of a party to perform any of its obligations under this Agreement. If a party is unable to carry out any of its obligations under this Agreement because of the occurrence of an event of force majeure, the obligations of the parties shall be suspended to the extent necessary by and during the continuance of such force majeure. For certainty, disconnection of the Generator from the local distribution system shall be a force majeure event only if such disconnection is not attributable to an act or omission of one of the parties.
10. For so long as this Agreement is in effect the Host will carry commercial general liability insurance for third party bodily injury, personal injury and property damages in an amount of not less than \$2,000,000 per occurrence.
11. During the Term, the Host will not allow output, capacity or availability of the Generator to be bid into any electricity market (whether wholesale, ancillary services or otherwise and whether physical or financial) other than through and under this Agreement.
12. Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or to create any fiduciary relationship between the parties, other than as expressly described in sections 2 and 3.
13. Either party may terminate this Agreement:
  - (a) if the other party becomes bankrupt or insolvent within the meaning of the *Bankruptcy and Insolvency Act* (Canada), makes a general assignment for the benefit of creditors, makes a proposal under the *Bankruptcy and Insolvency Act* (Canada) or similar law, seeks relief under the *Companies Creditors Arrangement Act* (Canada) or proceedings or commenced under any of such statutes or a similar statute and are not dismissed or stayed within thirty (30) days; or
  - (b) if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of being notified of same.
14. The Host agrees:
  - (a) to take all commercially reasonable measures to assist Essex Energy to be designated within the "wholesale consumer" class of "market participant" (as those terms are defined in the Market Rules) in respect of the Host and the Site;
  - (b) to take all commercially reasonable measures to assist Essex Energy to become eligible to participate in the IESO's electricity programs (as defined in the Market Rules) or any successor thereto, including the CA or any other electricity program that includes demand response, whether as part of an incremental capacity auction or

otherwise, as a "demand response market participant", "demand response auction participant" and a "demand response aggregator" (as those terms are defined in the Market Rules), including:

- (i) development by Essex Energy of a measurement and verification plan; and
  - (ii) registration by Essex Energy of the Site and the Host with the IESO for purposes of the CA; and
  - (c) to appoint Essex Energy as a market participant in respect of the Host and the Site. Essex Energy agrees to notify IESO promptly upon the end of the Term or such earlier date as Essex Energy shall cease to be authorized by The Host as a market participant, or in respect of any class thereof in respect of the Host or the Site
15. Subject to the obligations of the Host under the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), each party agrees to maintain in confidence and not to use for any purpose other than the performance of its obligations hereunder any non-public information relating to the other party or the Generator or the Site. The parties' obligations under this section 15 shall survive any termination of this Agreement.
16. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Subject to section 20 (Dispute Resolution), the courts of the Province of Ontario have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by Applicable Laws. The parties waive to the fullest extent permitted by Applicable Laws any objection it may have to the laying of venue of any action or proceeding under this Agreement to any such courts.
17. The Host may not assign its rights and/or obligations under this Agreement or any portion thereof without the prior written consent of Essex Energy, which will not be unreasonably withheld or delayed. Essex Energy may assign its rights and obligations under this Agreement without the consent of the Host.
18. Any notices required or permitted to be made under this Agreement shall be given by prepaid registered mail or delivered by hand or courier to the person executing this Agreement at the address set forth on the signature page of this Agreement. If such notice is given by mail, such notice shall be deemed received on the fifth business day after the date of mailing. If such notice is delivered by hand or by courier, such notice shall be deemed to have been received on the actual date of delivery. The designation of the person to be notified or the address of such person may be changed at any time by either party hereto by notice in writing given pursuant to this section 18 and such change shall take effect from the deemed date of receipt as specified in this section 18.
19. Any waiver of any rights or interests herein must be specifically and expressly provided in writing. No inaction or failure or delay to enforce or act on any right, title, or interest herein shall be deemed or interpreted to be a waiver, and no specific waiver shall be deemed a continuing waiver.
20. Any dispute arising out of this Agreement will be referred to senior management of each respective party for 10 business days, during which each party will use commercially reasonable efforts to resolve the dispute. If not resolved within 10 business days a party may deliver a written notice to the other party requiring arbitration. Arbitration will be a single arbitrator to be mutually selected by both parties. The single arbitrator shall be an independent individual with expertise in the Ontario electricity market and shall be mutually agreed between the parties within 10 further business days after delivery of the arbitration notice. If the parties cannot agree on such individual within such period either party may apply to an Ontario Superior Court judge for the determination and appointment of a single arbitrator with such expertise and independence. Any dispute will be resolved by binding arbitration and shall not be subject to appeal or to any application or claim brought in any court. Arbitration will be by a single arbitrator pursuant to the *Arbitration Act*, 1991 (Ontario). Costs will be decided by the arbitrator. All payment obligations hereunder in respect of undisputed amounts will continue without holdback or setoff during any dispute resolution process.
21. Each party agrees to execute and deliver all such further documents, instruments and agreements and to do all such further things as may reasonably be requested from time to time, without delay, to give full force and effect to the provisions of this Agreement.
22. Notwithstanding any termination or expiry of this Agreement, the provisions of sections 7, 8, 15, 16, 18, 20 and 21, and any other section that by its terms is intended to survive termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement.
23. This Agreement and the rights and obligations under this Agreement are binding upon and shall enure to the benefit of Essex Energy and the Host and their respective successors and permitted assigns.

24. This Agreement may be executed in counterparts and signatures may be exchanged by digital or facsimile means of transmission, and when taken together shall constitute one and the same agreement.
25. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. A reference to a statute includes all regulations and rules made pursuant to the statute and unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
26. In addition to terms defined elsewhere herein, in this Agreement the following terms shall have the meanings ascribed thereto:

**Applicable Laws** means:

- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, resource optimization criteria, regulations and statutes;
- (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
- (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
- (d) any requirements under or prescribed by applicable common law;
- (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and
- (f) the Market Rules, as well as any manuals or interpretation bulletins issued by the IESO from time to time that are binding on the Supplier.

**Effective Date** has the meaning ascribed thereto on the cover page hereof.

**Equipment** has the meaning ascribed thereto in section 1.

**Good Engineering and Operating Practice** means any of the practices, methods and activities adopted by a significant portion of the North American electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities which, in the exercise of skill, diligence, prudence, foresight and reasonable judgement by a prudent generator of electricity in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and Applicable Laws. Good Engineering and Operation Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather are intended to delineate acceptable practices, methods, or acts generally accepted in the North American electric utility industry.

**Governmental Authority** means the Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the Ontario Energy Board, the ESA, and any person acting under the authority of any Governmental Authority.

**ESA** has the meaning ascribed thereto in section 5(a).

**IESO** means the Independent Electricity System of Ontario established under Part II of the *Electricity Act* or its successor.

**including** means including without limitation.

**Market Rules** means the rules made under Section 32 of the *Electricity Act*, together with all market manuals, policies, and guidelines issued by the IESO, as may be amended from time to time.

**Site** means the lands and premises pertaining to the address listed next to "Site" on the cover page hereof.

**CA** has the meaning ascribed thereto in section 6.

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

## **By-Law Number 2023-094**

Being a by-law to amend By-Law 2021-53, being a by-law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, and represented by the Minister of Transport and The Corporation of the Town of Tecumseh under the Rail Safety Improvement Program

**Whereas** His Majesty the King in Right of Canada as represented by the Minister of Trasport (Canada) is responsible for the Program entitled the Rail Safety Improvement Program (Program);

**And whereas** The Corporation of the Town of Tecumseh (Town) successfully submitted to Canada a proposal for the funding of improvements to the VIA Rail/Lesperance Road grade crossing – Chatham Mile 99.31 (Project) which qualified for funding under the Program;

**And whereas** Town entered into an Agreement dated July 23, 2021 setting out the terms and conditions for Canada's contributions of eighty percent of Eligible Expenditures for the roadway work and not more than fifty percent of Eligible Expenditures for the railway work up to a maximum of \$1,027,200.00 in federal funding for the Project;

**And whereas** the Town and Canada entered into amendments to the Agreement dated January 13, 2022 and again on May 12, 2022 as contemplated under the Agreement and to reallocate funding between Fiscal Years;

**And whereas** the Town is desirous of entering into a third amending agreement with Canada for the funding of the Project under the Program;

**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 authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute an Amending Agreement for Grade Crossing Improvements funded under the Rail Safety Improvement Program, a copy of which Agreement is attached hereto and forms this By-Law and to do such further and other acts which may be necessary to implement said Agreement.
2. **That** this By-Law shall come into force and take effect on the date the third and final reading thereof.



**Read** a first, second, third time and finally passed this 12th day of August, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk



## CANADA – THE CORPORATION OF THE TOWN OF TECUMSEH

## RAIL SAFETY IMPROVEMENT PROGRAM

## AGREEMENT FOR GRADE CROSSING IMPROVEMENTS

## AMENDING AGREEMENT NO. 3

This Amending Agreement is made as of the date of last signature

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Transport (“Canada”)

**AND** **THE CORPORATION OF THE TOWN OF TECUMSEH**, continued or incorporated pursuant to the *Municipalities Act* with its headquarters located at 917 Lesperance Road, Tecumseh, N8N 1W9 in the Province of Ontario (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

**WHEREAS** the Minister of Transport is responsible for the Program entitled the Rail Safety Improvement Program (the “Program”);

**WHEREAS** the Parties entered into an Agreement dated July 23, 2021, setting out the terms and conditions for Canada’s contribution of eighty percent (80%) of Eligible Expenditures for the roadway work and not more than fifty percent (50%) of the Eligible Expenditures for the railway work up to a maximum of \$1,027,200.00 in federal funding for the Grade Crossing Improvements Project (the “Agreement”) (Registry number 164013);

**WHEREAS** the Parties entered into an amendment to the Agreement dated January 13, 2022, as contemplated under the Agreement and to reallocate funding between Fiscal Years (“Amending Agreement No. 1”);

**WHEREAS** the Parties entered into an amendment to the Agreement dated May 12, 2022, as contemplated under the Agreement and to reallocate funding between Fiscal Years (“Amending Agreement No. 2”);

**AND WHEREAS** the Parties wish to amend the Agreement to extend its duration and reallocate funding between Fiscal Years, among other changes (“Amending Agreement No. 3”);

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

## 1. AMENDMENTS TO THE AGREEMENT

- 1.1 The definition of “Agreement End Date” in Section 1.1 (Definitions) of the Agreement is deleted and replaced by the following:  
**“Agreement End Date”** means September 30, 2025.
- 1.2 The definition of “Final Claim Date” in Section 1.1 (Definitions) of the Agreement is deleted and replaced by the following:  
**“Final Claim Date”** means the earlier of one (1) month after the Project Completion Date and March 31, 2024.
- 1.3 The definition of “Project Completion Date” in Section 1.1 (Definitions) of the Agreement is deleted and replaced by the following:  
**“Project Completion Date”** means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 1, 2024.
- 1.4 Schedule B.2 (Project and Cashflow) of the Agreement is deleted and replaced by a revised Schedule B.2 (Project and Cashflow), hereto attached as Annex A.

- 1.5 The paragraph Public Information Products of Schedule D (Communications Protocol) of the Agreement is deleted and replaced by the following:

The Parties may jointly develop information kits, brochures, public reports, social media messages and website material for the public about the Project.

## **2. EFFECT OF AMENDMENTS**

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 3, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.
- 2.3 This Amending Agreement No. 3 and all documents contemplated by or delivered under or in connection with this Amending Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.
- 2.4 This Amending Agreement No. 3 will be effective as of the date this Agreement is signed by the last Party.

3. SIGNATURES

This Amending Agreement No. 3 has been executed on behalf of His Majesty the King in right of Canada by the Minister of Transport and on behalf of the Corporation of the Town of Tecumseh by the Mayor and the Clerk.

HIS MAJESTY THE KING IN RIGHT  
OF CANADA

THE CORPORATION OF THE TOWN  
OF TECUMSEH

\_\_\_\_\_  
Per: Jonathan Farley  
Director, Transportation and  
Infrastructure Programs

\_\_\_\_\_  
Per: Gary McNamara  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Robert Auger  
Director Legislative Services & Clerk

\_\_\_\_\_  
Date

**ANNEX A**

***SCHEDULE B.2: PROJECT AND CASHFLOW***

Province	Description of Project	Estimated Total Project Expenditures	Estimated Total Eligible Project Expenditures	Estimated Contribution by Canada	Estimated contribution to Eligible Expenditures per Party, per Fiscal Year			
	(Main technical and financial stages, location, construction methods, etc.)				Contributor	2021-22	2022-23	2023-24
ON	Upgrades to existing pedestrian crossing, improvements to road approach, and improvements to crossing surface.	\$1,284,000.00	\$1,284,000.00	\$1,027,200.00	Canada	\$69,286.26	\$70,587.38	\$887,326.36
	Road: Lesperance Road Mileage/Subdivision: <b>Mile 99.31 Chatham-VIA Subdivision</b> Application Date: 2020-07-30				Recipient	\$17,321.56	\$17,646.85	\$221,831.59
TOTAL PROJECT		\$1,284,000.00	\$1,284,000.00	\$1,027,200.00	Canada	\$69,286.26	\$70,587.38	\$887,326.36
					Recipient	\$17,321.56	\$17,646.85	\$221,831.59

For greater certainty, Canada’s total contribution cannot exceed the amount set out in Section 3.1 (Contribution by Canada).

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

## **By-Law Number 2023 - 095**

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

**Whereas** the Council of The Corporation of the Town of Tecumseh (hereafter “Town”) has been requested to provide for the repair and improvement of the Shuttleworth Drain;

**And Whereas** the Town procured a Drainage Report for the Shuttleworth Drain and specifications from the consulting engineering firm of Rood Engineering Inc, dated August 21, 2023 (hereafter “Drainage Report”);

**And Whereas** notice of a Public Meeting to hear comments from the affected property owners was given on Tuesday, August 22, 2023;

**And Whereas** a Public Meeting of Council was held on Tuesday, September 12, 2023, at 6:00 pm to hear from any affected property owners on the Drainage Report;

**And Whereas** the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the Shuttleworth Drain is desirable.

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

1. **That** the Drainage Report providing for the repair and improvement of the Shuttleworth Drain, dated August 21, 2023, as prepared by the consulting engineering firm Rood Engineering Inc and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
  - a) Grants received under Section 85 of the said Act;
  - b) Commuted payments made in respect of land and roads assessed.

4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **That** this by-law shall come into force upon and after the final passing thereof.

**Read** a first and second time this 12th day of September, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk

**Read** a third and final time this **Choose an item.** day of **Choose an item.**, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk

# **SHUTTLEWORTH DRAIN**

**E09SH(88)**

**(Repair and Improvement)**

**RECONSIDERED REPORT**

**Geographic Township of Sandwich South**

**TOWN OF TECUMSEH**



***Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9  
519-735-2184***

***Rood Engineering Inc.***

***Consulting Engineers***

***9 Nelson Street***

***Leamington, Ontario N8H 1G6***

***519-322-1621***

***REI Project 2017D020***

***August 21st, 2023***





August 21st, 2023

Mayor and Municipal Council  
Corporation of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario  
N8N 1W9

Mayor McNamara and Members of Council:

**SHUTTLEWORTH DRAIN – RECONSIDERED REPORT  
E09SH(88) - Geographic Twp. of Sandwich South  
Project REI2017D020  
Town of Tecumseh, County of Essex**

**I. INTRODUCTION**

Council instructions to reconsider the drainage report at their May 9th, 2023 meeting was confirmed by letter dated May 12th, 2023 from your Director Legislative Services & Clerk Robert Auger. Our original report was prepared in accordance with the instructions provided at your June 13th, 2017 meeting and received from the Town by letter dated June 25th, 2017, from Laura Moy your former Director Corporate Services & Clerk, and we had prepared the previous report that provided for new replacement bridges, enclosures, and repair and improvement to the open drain and ancillary work. In consultation with the Town Drainage Department Staff, we have communicated with owners that have desired their enclosures to be eliminated and to only provide them with a standard access bridge. Detailed investigations by Town Staff and our office have confirmed the very poor condition of the Bridge 7 enclosure and its need to be replaced to avoid problems and complications from arising. Discussions with the owners confirmed that the full enclosure was desired when replacement was required rather than just a standard access bridge. The Shuttleworth Drain comprises of an open drain with an enclosure at the east end generally located along the north side of North Talbot Road extending from its outlet in the Washbrook Drain, proceeding easterly to the 9th Concession Drain located along the west side of the 9th Concession Road in the geographic township of Sandwich South, Town of Tecumseh. A plan showing the Shuttleworth Drain, as well as the general location of the bridges, enclosures, and drain is included herein as part of the report.

Our appointment and the works relative to the new and replacement bridges and enclosures and repair and improvements to the Shuttleworth Drain, proposed under this report, is in accordance with Section 78 of the “Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2021”. We have performed all of the necessary survey, investigations, etcetera, for the proposed new and replacement bridges and enclosures, repairs, and improvements and we report thereon as follows.

## **II. BACKGROUND**

From our review of the information provided from the Town's drainage files we have established the following reports that we utilized as reference for carrying out this project:

- |    |                |                    |                          |
|----|----------------|--------------------|--------------------------|
| 1) | July 7th, 1967 | Shuttleworth Drain | C.G.R. Armstrong, P.Eng. |
|----|----------------|--------------------|--------------------------|

The 1967 report by C.G.R. Armstrong, P.Eng. provided for the construction of the Shuttleworth Drain and has the latest profile for the grading of the drain.

We arranged with the Town to provide us with the updated assessment roll information for the affected parcels. We also reviewed reports for the abutting drains and spoke to the owners to help in establishing the current watershed limit for the Shuttleworth Drain.

## **III. PRELIMINARY EXAMINATION AND ON-SITE MEETING**

After reviewing all of the drainage information provided by the Town, we arranged with the former Town Drainage Superintendent Sam Paglia, P.Eng., to schedule an on-site meeting for November 9th, 2017. The following people were in attendance at said meeting: Mario Conciatori, Linda & Mark Shafer, David Gates, Mark Fishleigh (County of Essex), Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering).

Details of the drain were discussed, and the primary concern was the condition of the access bridge to the lands of Gary and Linda Deneau. It was discussed that the whole drain is going to receive maintenance work including the bridges along the drain length that would be inspected and owners of the bridges would be contacted if there were concerns with any of the structures. Once the work scope is confirmed, a final report is then prepared and submitted to Council and goes through the Drainage Act process of a Consideration meeting and Court of Revision meeting.

Mr. Rood asked the Town and owners to provide information on any drainage changes that they might be aware of. The last report assessed most of the area immediately to the north of the drain.

It was discussed that all trees within the drain cross section from top of bank to top of bank will be removed to prevent obstruction of drainage. The south side of the drain will be basically cleared for access to carry out the work and dispose of material; however, some mature trees may be able to be saved if the Contractor can work around them. Material excavated along lawn areas will be done from the road side and will be trucked away. It was clarified that owners pay a portion of the cost if adjacent to the work area or upstream of the work.

Cost sharing of work to the bridges was discussed. Sam Paglia pointed out that the Town bears the cost for the drainage from North Talbot Road. The Town expects to hold a Public Information Centre meeting with the owners to review the Draft report and get their input and address their questions on the project. It was discussed that owners may debenture the cost of \$5,000.00 or greater for the drainage work over a 5 year period to reduce the immediate cost burden of their assessment for the work. There were some general discussions about private ditches and options that are available to the owners.

#### **IV. FIELD SURVEY AND INVESTIGATIONS**

Subsequent to the on-site meeting we arranged for a topographic survey of the drain and bridges to be completed. We further arranged to get updated assessment roll information from the Town and obtained information on the tax class of each of the properties affected by the Municipal Drain.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements and investigations for any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the Shuttleworth Drain. A response from the Conservation Authority was received by email on June 22nd, 2017 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk and find that there are no species indicated in the vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) Mitigation Plan for Drainage Works (March 2018-17-4938) that the Town has prepared to address the Endangered Species Act, 2007. Section 6.0 of the Mitigation Plan indicates that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Mitigation Plan includes measures to be followed as outlined in "Section 7.0 Mitigation Measures" of the document and a copy of same as it relates to turtles and snakes is included in **Appendix "REI-B"**. Providing mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007 now administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.). Based on this information we find that the Town can proceed with the eligible repairs, maintenance and improvements to the drain as they are exempt under Sections 9 and 10 of the Act, provided that they follow the rules within Ontario Regulation 242/08 and the Mitigation Measures in their S.A.R. Mitigation Plan. To address these requirements the Town has established comprehensive mitigation measures as well as species identification guides for reference. Copies of the measures and guides shall be provided to the successful Tenderer for use during construction, and these documents are available for viewing by any interested parties at the Town office.

## **V. BRIDGES REVIEW**

As part of our investigations, we made detailed inspections of all of the bridges along the open drain. Their condition and proposed work if any are summarized as follows:

1. This bridge enclosure serves parcel 540-00800 owned by Fabio Pace & Giselle Rossi. It was found to be in poor-fair condition, given no evidence of sink holes around the enclosure, although the C.S.P. (Corrugated Steel Pipe) ends are crushed and are beginning to rust through.
2. This bridge serves parcel 540-00701 owned by Gary & Linda Deneau. The bridge is in poor condition with both pipe ends being buried in the mud/gravel in addition to the bridge being fairly dated. The existing bridge is to be removed and the drain to be restored with the replacement bridge constructed at a new location as discussed with the owner.
3. This bridge serves parcel 540-00700 owned by the Town of Tecumseh. The bridge, comprised of corrugated steel pipe (C.S.P.), is a second access to the property located at its west limit, known as the 'Nature Trail', and is in poor-fair condition. The bridge currently experiences no active headwall protection, typical rusting, and crushed pipe ends. The bridge is to be replaced and should be replaced so that the standard minimum top width of 6.1 metres (20 feet) is provided and the pipe is set to the proposed profile grade of the drain.
4. This bridge also serves parcel 540-00700 owned by the Town of Tecumseh. The bridge is the primary access for the property which acts as a recreational site known as 'Weston Park'. The bridge, comprised of C.S.P., is in fair condition as it experiences typical rusting features in the pipe but has poor concrete block headwall features which are observed to be failing and falling into the drain. The existing bridge should be removed and replaced so that the new pipe is set to the new proposed profile grade line of the drain with new precast concrete block headwall protection.
5. This bridge serves parcel 540-00600 owned by Theresa Gates. The bridge is in okay-fair condition and comprises of C.S.P. During inspection it has been noted that the drain has been cleaned out at pipe ends, with typical rusting occurring, fair headwall conditions but an end failure may be present at the pipe downstream. In coordination with the other replacement bridges along the drain the existing bridge should be removed and replaced so that the new pipe is set to the new proposed profile grade line of the drain.
6. This bridge serves parcel 540-00500 owned by Robert and Peggy Weston. The bridge, comprised of C.S.P. is in fair condition with typical expected rusting, but features poor headwall conditions. In coordination with the other replacement bridges along the drain the existing bridge should be removed and replaced so that the new pipe is set to the new proposed profile grade line of the drain.
7. This bridge enclosure serves parcel 540-00400 owned by Amelia Conciatori. The bridge enclosure, comprised of C.S.P. and a C.S.P. catch basin in the middle, was in fair condition with typical associated rusting at the time of the survey. Recent inspections have revealed settlement occurring around the catch basin due to soil infiltration into the drain and the haunches of the pipe are completely rusted out in several areas that will result in sinkholes developing and collapse of the pipe. In coordination with the other replacement

bridges along the drain, the existing bridge enclosure should be removed and replaced so that the new pipe is set to the new proposed profile grade line of the drain and addresses the very poor condition of the existing C.S.P.

8. This bridge serves parcel 540-00360 owned by Emile & Marisa Nabbout. The bridge, comprised of C.S.P., is in poor condition and requires replacement as one end is buried. The existing bridge should be removed and replaced so that the new pipe is set to the new proposed profile grade line of the drain.
9. This bridge serves parcel 540-00340 owned by Ronnie & Rosa Dowhan. This bridge is in poor condition with no pipe visible at either upstream or downstream ends. In coordination with the other replacement bridges along the drain, the existing bridge should be removed and replaced so that the new pipe is set to the new proposed profile grade line of the drain.
10. This bridge serves parcel 540-00320 owned by Vittoria & Adam Fortier. This bridge comprised of C.S.P. is in fair condition. The existing pipe does not meet the minimal diameter requirements and should be removed and replaced so that the new pipe is sized accordingly and set to the new proposed profile grade line of the drain to prevent flow obstruction.
11. This bridge serves severed parcel 540-00303 owned by Timothy Kuhn & Sandra Vasquez. This bridge is a new access to the property near the west limit boundary and is comprised of C.S.P. The old pipe experiences the typical associated rusting and is in good condition. The existing pipe does not meet the minimal diameter requirements and should be removed and replaced so that the new pipe is sized accordingly and set to the new proposed profile grade line of the drain and is installed where the owners required it.
12. This bridge enclosure serves the east portion of parcel 540-00301 owned by John White, and all across the other lands being parcel 540-00300 owned by Ian Bristow, parcel 540-00200 owned by Thomas & Debra McGuinness, and parcel 540-00100 owned by Mark & Linda Shafer. The enclosure pipe appears to be in fair condition with no observed problems and can be replaced in the future with the appropriate size pipe under maintenance to the drain.

## **VI. PUBLIC INFORMATION CENTRE AND THE DRAINAGE ACT**

Arrangements were made to meet virtually online on March 1st, 2022 with the Drainage Superintendent, Drainage Engineer and interested owners to discuss the Draft drainage report dated February 10th, 2022 for this project. There was a question regarding the scope of work and enclosures. Mr. Rood outlined the scope of work included in the P.I.C. report that was based on input at the on-site meeting and in subsequent follow-ups that owners had with the Town and Engineer. The differences between bridges and enclosures was explained with the requesting owners being responsible for any extra costs for an enclosure beyond the standard access bridge that each parcel is entitled to under the Drainage Act. Mr. Paglia went through the assessment schedule and explained what is included in each column with reference to the definitions as outlined below. The values in the schedule are an estimate of the cost for the work with the final cost to owners based on a ratio of the actual cost applied to the estimated values. The tendering

process is used to get the best price. Should the lowest tender exceed the report estimate of construction by 33% the Town sets up another meeting with the owners to review the details with options available. It was noted that the marketplace can vary. Mr. Rood explained the life of H.D.P.E. pipe with its cost being an investment that enhances the parcel values for the 75 to 100 year typical life expectancy.

A question was brought up on how assessments are paid. Mr. Paglia outlined how work under the Drainage Act is separate from typical municipal taxes. Drainage work is a communal project serving the affected lands. No grants from O.M.A.F.R.A. are expected for this project. The final cost of the project goes to Council for review and is then billed out. When an assessment is over \$5,000.00 to a parcel, the owner(s) may elect to debenture the cost for 5 or 10 years at current interest costs. An owner can decide to pay all the bill or decide to spread out the costs over a longer period.

There was a concern that the work is too expensive, and it may be preferred to delay it with questions on the sharing of cost and not necessarily seeing the benefit. Mr. Paglia explained that the Town has to maintain the drain and restore it and that we will not be creating any new works. The Engineer has to recommend the pipe replacements if the pipe is bad, and it is time to do it now. The Town has the duty to do the work. There is a lot of benefits to have a working drain in place. All owners have a responsibility to maintain flows in the drain and it is Council's obligation to keep drains working. Owners may have their own opinions, but Council has to decide on whether to proceed. The pricing can be high, but no work has been done on the drain for almost 55 years. There are many ways to look at the drain, but they have to follow the Drainage Act. The intent is to treat everyone equally and the Town has a big bill for the road and for their parkland with their costs paid from the general tax levy. Apportionments are based on the parcels use and features with upstream owners typically having a bit higher cost sharing to get their water to a sufficient outlet per Common Law. The report includes cost sharing for the bridges and the open drain work is also shared by all lands using it. Works on downstream drains is also assessed to upstream affected lands and roads.

There was a question on how costly the work was. Mr. Rood explained the factors that are considered in establishing the cost estimates. Mr. Paglia pointed out that comparing cost for one parcel to another is indicating that the costs are accurate based on the ratio of lengths of bridges. In response to a question about pipe end treatments, Mr. Paglia described the end treatments and that rock on filter cloth is typically the most cost effective for a drain of this size. If a more fancy end treatment is desired, the owner is typically assessed for the extra cost associated with same. When asked about possible impact on property taxes, Mr. Paglia explained that drainage works do not affect the general tax levy and explained a block assessment, but this is not applied on this project. The MPAC does not consider drainage in land evaluation, and we are just fixing the existing drain under this project. When asked if there was any future work for trails and costs, he replied that he is not aware of any works. If a road needs to improve the drain, they pay all the costs for it. Developers can be responsible for extra costs. It was noted that there is a major development near the 8th Concession Road. Mr. Paglia stated that the development does not go into the Shuttleworth Drain and will be using the Washbrook Drain and will have similar

responsibilities for that drain. He noted that Deneau and White will be responsible for extra costs due to their severances and those owners also share in the total drainage work costs.

There was a question about future enclosure of the drain and Mr. Rood explained the factors that will need to be considered at that time. Mr. Paglia noted that another drainage report would have to be done for a future enclosure with additional costs and this project cannot be delayed too long since appeals can be made. An owner can request changes at this time and all additional costs would go to the owner that requests changes. Extending an enclosure would have similar costs per metre as the estimates. The owners asked about quotation of costs and Mr. Paglia advised them that Mr. Rood could get this for them if they make a request and they would have to provide written approval to proceed with the extra work being requested. Once the request is made for extra enclosure it becomes part of the by-law for the work to the drain and cannot be abandoned later since the by-law must be followed. The owners were advised to contact Mr. Paglia or Mr. Rood with any requests and any extra works requested in writing will be included in the final drainage report that will go to Council for the Consideration of the drainage report with all affected owners participating.

Benefit and Outlet liability assessments were discussed as defined below. Establishment of pipe lengths is based on the minimum standard top width of 6.1m (20'), the depth of the drain and the type of end treatment provided. The cost of additional top width requested by an owner is fully borne by that owner. The owners are reminded that the drainage report provides estimates of costs, and the owners will only pay the actual cost shared on the basis of the assessment schedule. Lands eligible for the farm property tax class rate will be eligible for a grant in the amount of 1/3 of their total cost assessment but no parcels are expected to qualify for this. All of the cost for new access bridges and enclosures will be fully assessed to the lands served by the bridge and enclosure. Following construction of the bridge and enclosure, any future maintenance that is required will be shared by the parcel served by the bridge and upstream lands and roads as set out in the bridge cost sharing table of this drainage report with all increased cost for the enclosure being assessed to the lands served by same.

The Town hopes to have the project approved by the end of May. The fish protection timing window from March 15 to June 30th will come into effect and the work will have to be done after June 30th. Bridge and enclosure cost sharing will be reviewed with the owners if they have any questions.

It should be noted that the Public Information Centre (P.I.C.) meeting is not a requirement under the Drainage Act but the Town holds these meetings to address questions and concerns and to solicit comments from the affected owners and receive any requests for modifications to the scope of work.

Owners are reminded that they have the opportunity to present their concerns to Council regarding the report details at the Consideration meeting and assessment questions at the Court of Revision meeting, along with appeal rights to the Ontario Ministry of Agriculture, Food and

Rural Affairs (O.M.A.F.R.A.) Appeals Tribunal and to the Drainage Referee as provided for in the Drainage Act.

The Drainage Act definitions and applicable clarifications are as follows:

“Benefit” means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.

“Outlet liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet. Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse, may be assessed for outlet liability. The assessment for outlet liability shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. Every drainage works constructed under this Act shall be continued to a sufficient outlet.

Owners are advised that they have a legal responsibility to convey their drainage to a sufficient outlet. For this reason, they have a share in the cost for upkeep of the drain downstream of their lands and this obligation is reflected in the assessment for Outlet Liability. Owners are reminded that the responsibility for carrying out maintenance on a Municipal drain rests with the Town as set out in the Drainage Act. Any owner can notify the Town that the drain requires maintenance, and the Town has to take action pursuant to the Act. This system is generally reactive and requires the property owners to raise their concerns and issues to the Town. Owners are reminded that keeping brush clear along their portion of the drain and having buffer strips provides them with a direct benefit of reduced maintenance costs for the drain. Owners have an Outlet Liability for the downstream portion of the drain. The owners are reminded that Municipal drainage is a communal project and basically a user pay system.

Owners may appeal their assessment as set out in the drainage report. They are advised that they should submit their appeal to the Court of Revision at least 10 days before the scheduled date of the meeting; however, the Court of Revision can agree to hear appeals presented at the meeting. If owners are still dissatisfied with the report after that meeting, they may submit an appeal to the O.M.A.F.R.A. Appeals Tribunal through the Town Clerk within 21 days of the closing of the Court of Revision pursuant to Section 54 of the Drainage Act.

The cost sharing for bridges is based on the location of same along the overall length of the drainage system. Each owner has the right for one access across each Municipal drain. The owner generally pays 100% of the cost for the first bridge installation and it becomes part of the drain



when included in an engineer's report and is then to be maintained by the drain with future costs shared as set out in the drainage report.

Owners should be aware that existing grass buffers and accesses will be protected and maintained as set out in the report specifications. Allowances as set out in the report are to offset damages to lands from the construction work and excavated material disposal. Owners are advised that the Contractor is responsible to remove any sticks and rocks (cobbles) etcetera from the spread materials and the Contractor is responsible to guarantee the work performed on the drain with a maintenance period of one year from the date of substantial completion.

## **VII. FINDINGS AND RECOMMENDATIONS**

We find that the profile included in the 1967 report plans by engineer C.G.R. Armstrong provides a good fit to the existing west profile of the drain. Said report provided for the construction of the open drain portion that still appears to suit the current conditions of the watershed. Based on our detailed survey, investigations, examinations, and discussions with the affected Owners and governing Authorities, we would recommend that drain improvement works be carried out as follows:

- a) We recommend that all drain improvements, be carried out in accordance with the requirements established by E.R.C.A. and D.F.O. as set out in the documents within **Appendix "REI-A"** attached to this report.
- b) As this is an existing Municipal drain, and conditions have not changed and there is no information to indicate any new species concerns, the repair and improvement can be carried out based on the provisions included within the Town "S.A.R. Mitigation Plan for Drainage Works" and the mitigation measures included within same. A copy of said mitigation measures is included in **Appendix "REI-B"** within this report. We recommend that any work being completed shall be carried out in accordance with provisions as included in **Appendix "REI-B"** for reference by the land owners, the Town of Tecumseh, and the Contractor who will be conducting the works.
- c) We find that portions of the open drain have significant accumulation of silt and debris and we recommend that these be cleaned out as set out further in this report. The drain portion west of the Talbot McCarthy Drain will have the same 0.16% grade as set out in the Armstrong report plans, while the portion west of the Talbot McCarthy Drain will be repaired and improved to the design grade shown on the profile in the attached plans. The Enclosure 12 at the east end of the drainage works shall be repaired and improved in the future with the replacement pipe set to match the existing pipe grades.
- d) As provided for by Section 18 of the Drainage Act, we recommend that the bridges and enclosures along the drain be repaired and improved as outlined further in this report including the specifications and the plans that form part of the report.

- e) The existing drain has some buffer strips and grass areas along the Municipal drain that reduce the amount of erosion and the sediment entering the drain and enhance water quality. We recommend that the existing grass areas and buffer strips be protected as part of this project and recommend that new buffer strips with a minimum width of 1.0 metre be constructed as part of the works in all areas where no current grass buffer exists.
- f) No concerns were brought forward or seen for the enclosed portion at the east end. We recommend that the corrugated steel pipe covered drain Enclosure 12 be replaced with 375mm diameter 320 kPa H.D.P.E. smooth wall pipe when future maintenance is required with cost assessed on a frontage basis for the pipe length across each parcel as outlined in the Bridge Cost Sharing table below. Work shall include sloped quarried limestone on filter cloth end treatments as set out in the attached specifications and appendices that form part of this report.
- g) Subsequent to the on-site meeting, the Town and some owners advised us of new bridges required for requested severances to their lands. Details for the required bridges were provided and these have been included in this report for making them part of the drainage works and providing the Town with the information required for future maintenance.
- h) Following the P.I.C. meeting, written requests were received from three landowners for providing enclosures along their frontage. The plans and estimates had been updated for Bridges and Enclosures 8, 9 and 10 including adjustments to the assessment schedule. Subsequent to the Court of Revision meeting, the owners have now contacted the Town and our office and provided written instructions that they just want a standard access bridge provided for their parcels with reduction in the construction cost and updates to reduce their cost sharing that is provided below.
- i) M.E.C.P. requires proper handling of excess soils in accordance with Ontario Reg 406/19 pursuant to the Environmental Protection Act, R.S.O. 1990, c. E.19 and any subsequent amendments to same. In liaison with the Town Drainage Department, we arranged for the necessary investigations and testing by WSP E&I Canada Limited. Their report and findings are included in **Appendix "REI-F"** attached to this report. We recommend that handling of all excavated materials including disposal be carried out in accordance with the requirements set out in the WSP report.

We recommend that the Shuttleworth Drain be repaired and improved, and the new and replacement bridges and enclosures and future east end enclosure replacement be installed, in accordance with this report, the attached specifications and the accompanying drawings, using the design grades shown on the attached profile plans, and that all works associated with same be carried out pursuant to Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2021".

**VIII. ALLOWANCES**

We have provided that all of the work will generally be completed from the south side of the drain. The Contractor will be required to restore any existing grassed buffer and driveway areas damaged by the work. We recommend that any materials removed from the open drain or existing bridges and enclosures, be loaded up and hauled away for disposal by the Contractor or placed beyond the limits of any existing grass buffer or driveway access should an owner desire same. Based on all of the above we find that allowances for damages are payable pursuant to Sections 29 and 30 of the Drainage Act.

We find that the provision of access along the south bank of the drain and disturbance to the abutting lands requires payment for the land necessary to carry out the work along the drain. We therefore recommend that the following owners be compensated for all work areas that will be impacted, including for the access to the drain and for damages to lawn areas, drain banks and grass buffers as follows, namely:

1)	John White, (540-00301),	Owner,	Part of Lot 10 & 11, N.T.R. Concession,	\$	55.00
2)	Timothy Kuhn & Sandra Vasquez, (540-00303),	Owners,	Part of Lot 10 & 11, N.T.R. Concession,	\$	55.00
3)	Adam and Vittoria Fortier, (540-00320),	Owners,	Part of Lot 10 & 11, N.T.R. Concession	\$	80.00
4)	Ronnie & Rosa Dowhan, (540-00340),	Owners,	Part of Lot 10 & 11, N.T.R. Concession	\$	60.00
5)	Emile & Marisa Nabbout, (540-00360),	Owners,	Part of Lot 10 & 11, N.T.R. Concession	\$	60.00
6)	Amelia Conciatori, (540-00400)	Owner,	Part of Lot 10 & 11, N.T.R. Concession	\$	90.00
7)	Robert & Peggy Weston, (540-00500)	Owners,	Part of Lot 11, N.T.R. Concession	\$	120.00
8)	Theresa Gates, (540-00600)	Owner,	Part of Lot 11, N.T.R. Concession	\$	110.00
9)	Weston Park, Town of Tecumseh, (540-00700)	Owner,	Part of Lot 11, N.T.R. Concession	\$	260.00
10)	Fabio Pace & Giselle Rossi, (540-00800)	Owners,	Part of Lot 11, N.T.R. Concession	\$	230.00

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

11)	Gary & Linda Deneau (540-00701)	Owners,	Part of Lot 11, N.T.R. Concession	\$	240.00
<b>TOTAL FOR ALLOWANCES AND DAMAGES</b>					<b>\$ 1,360.00</b>

These values for allowances and damages are based on a strip of land parallel to and immediately adjacent to the drain or grassed buffer and driveway, for the parcels abutting the north side of the Municipal drain and are based on a value of \$1,225.00 per acre (\$3,027.00 per hectare) for the affected lands. Since grass seed restoration can take some time to bring affected areas back to original conditions, these allowances are calculated using a rate per acre of \$700.00 for year one, \$350.00 for year two and \$175.00 for the third year, similar to allowances for damages to lands and crops of agricultural parcels. These allowances will offset costs that owners may incur for watering, fertilizing, and adding additional grass seed if deemed necessary. The impact after 3 years is considered negligible.

We have provided for this in our estimate as is provided for under Sections 29 and 30 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2021".

#### **IX. ESTIMATE OF COST**

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **TWO HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$266,500.00)**, made up as follows:

#### **CONSTRUCTION**

Item 1)	<b><u>Station 0+000 to Station 0+750;</u></b> Carry out excavation of the drain to remove accumulated sediment and restore the drain to the profile grade shown on the plans, including all disposal, hauling, and leveling of material, approximately 750 lineal metres (approximately 340 cubic metres).	Lump Sum	\$	13,600.00
Item 2)	<b><u>Station 0+000 to Station 0+750;</u></b> Supply and install new heavy duty H.D.P.E. plastic tile main extensions, including connections, rodent grate, removal of any deleterious materials, excavation, backfill, compaction and restoration, complete:			
	a) 3.0 metres (10') of 150mm (6") diameter pipe for 150mm diameter tiles: <u>1</u> required at <u>\$300.00</u> each		\$	300.00

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

Item 3)	<b><u>Station 0+000 to Station 0+750;</u></b> Brushing and grubbing including all disposal and clean up (approximately 750 lineal metres), removing and reinstalling fences, complete.	Lump Sum	\$	11,250.00
Item 4)	<b><u>Station 0+000 to Station 0+750;</u></b> Spread scavenged topsoil; carry out seeding and mulching on all newly excavated side slopes including all harrowing, raking, preparation and clean up, approximately 4,500 square metres, complete.	Lump Sum	\$	18,000.00
Item 5)	<b><u>Bridge No. 1 (Enclosure);</u></b> Excavate drain, completely remove enclosure and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install <u>60</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Fabio Pace & Giselle Grossi)	Lump Sum	\$	29,700.00
Item 6)	<b><u>Bridge No. 2;</u></b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install <u>13</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Gary & Linda Deneau)	Lump Sum	\$	10,400.00
Item 7)	<b><u>Bridge No. 2A;</u></b> Excavate drain, completely remove and dispose of the existing sediment and all unsuitable materials, including any other deleterious material encountered; supply and install <u>10</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end			

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

	protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Linda Deneau)	Lump Sum	\$	8,700.00
Item 8)	<b>Bridge No. 3;</b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install <u>10</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Weston Park, Town of Tecumseh)	Lump Sum	\$	8,000.00
Item 9)	<b>Bridge No. 4;</b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install <u>8</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 600mm x 600mm x 1200mm precast concrete block end protection; topsoil placement, seeding and mulching, and asphalt driveway restoration and clean up, complete. (Weston Park, Town of Tecumseh)	Lump Sum	\$	17,300.00
Item 10)	<b>Bridge No. 5;</b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install <u>12</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Theresa Gates)	Lump Sum	\$	7,800.00
Item 11)	<b>Bridge No. 6;</b> Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; supply and install <u>11</u> metres of 450mm			

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

	diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and restoration and clean up, complete. (Robert Weston)	Lump Sum	\$	7,600.00
Item 12)	<b><u>Bridge No. 7 (Enclosure)</u></b> ; Excavate drain, completely remove enclosure and dispose of the existing pipe, sediment and all east endwall materials, including any other deleterious material encountered; supply and install <u>38</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including precast concrete catch basin and cast iron frame and grate, adjustment risers and pipe connections, Granular 'B' backfill and Granular 'A' travel surface at driveway; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; native backfill and topsoil placement, seeding and mulching, and asphalt driveway restoration and clean up, complete. (Amelia Conciatori)	Lump Sum	\$	17,200.00
Item 13)	<b><u>Bridge No. 8</u></b> ; Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; restore the drain cross section; topsoil placement, seeding and mulching, and restoration and clean up; at new location install <u>12.0</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and asphalt driveway restoration and clean up, complete. (Emile & Marisa Nabbout)	Lump Sum	\$	11,100.00
Item 14)	<b><u>Bridge No. 9</u></b> ; Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; restore the drain cross section; topsoil placement, seeding and mulching, and restoration and clean up; at new location install <u>12.0</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe			

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

	including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and asphalt driveway restoration and clean up, complete. (Ronnie & Rosa Dowhan)	Lump Sum	\$	9,400.00
Item 15)	<b><u>Bridge No. 10</u></b> ; Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; restore the drain cross section; topsoil placement, seeding and mulching, and restoration and clean up; at new location install <u>11.0</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and asphalt driveway restoration and clean up, complete. (Adam & Vittoria Fortier)	Lump Sum	\$	9,100.00
Item 16)	<b><u>Bridge No. 11</u></b> ; Excavate drain, completely remove and dispose of the existing pipe, sediment and all endwall materials, including any other deleterious material encountered; restore the drain cross section; topsoil placement, seeding and mulching, and restoration and clean up; at new location install <u>11</u> metres of 450mm diameter, H.D.P.E. smooth wall Boss 2000 plastic pipe including Granular 'B' backfill, Granular 'A' travel surface; excavation, placement, compaction, grading; 305mm thick quarried limestone on filter cloth sloped end protection; topsoil placement, seeding and mulching, and driveway restoration and clean up, complete. (Timothy Kuhn & Sandra Vasquez)	Lump Sum	\$	7,200.00
Item 17)	<b><u>Bridge No. 12 (Enclosure)</u></b> ; Carry out flushing and cleaning of enclosure at east end including all loading, hauling, disposal, clean up and restoration, complete.	Lump Sum	\$	1,650.00
Item 18)	Complete final clean up and restoration of all work areas affected by the project.	Lump Sum	\$	1,000.00



**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

Item 19)	Estimated net Harmonized Sales Tax (1.76% H.S.T.) on construction items above.	Lump Sum	\$	3,332.00
Item 20)	Contingency amount for construction including any extra costs for material handling in accordance with Excess Soil regulations.	Lump Sum	\$	14,968.00
				<hr/>
<b>TOTAL FOR CONSTRUCTION</b>			<b>\$</b>	<b>207,600.00</b>
				<hr/>

**INCIDENTALS**

1)	Report, Estimate, & Specifications		\$	11,200.00
2)	Survey, Assistants, Expenses, Drawings, Duplication Cost of Report and Drawings, Consideration Meeting, etc.		\$	23,800.00
3)	Estimated Cost of Preparing Tender Documents		\$	900.00
4)	Estimated Cost of Construction Supervision and Inspection (based on 10 days)		\$	8,000.00
5)	Estimated Net H.S.T. on Items Above (1.76%)		\$	773.00
6)	Estimated Cost of E.R.C.A. permit		\$	500.00
7)	Estimated Cost of Environmental Investigations to Address Excess Soils		\$	6,700.00
8)	Estimated Cost of Interim Financing		\$	500.00
9)	Estimated Contingency Allowance		\$	5,167.00
				<hr/>
<b>TOTAL FOR INCIDENTALS</b>			<b>\$</b>	<b>57,540.00</b>
<b>TOTAL FOR ALLOWANCES (brought forward)</b>			<b>\$</b>	<b>1,360.00</b>
<b>TOTAL FOR CONSTRUCTION (brought forward)</b>			<b>\$</b>	<b>207,600.00</b>
				<hr/>
<b>TOTAL ESTIMATE</b>			<b>\$</b>	<b>266,500.00</b>
				<hr/>

## **X. DRAWINGS AND SPECIFICATIONS**

As part of this report, we have attached design drawings for the construction of the new and replacement bridges, enclosures and drain improvements. The design drawings show the subject improvement locations and the details of the work, as well as the approximate location within the watershed area. The drain design drawings are attached to the back of this report and are labelled **Appendix "REI-E"**.

Also attached, we have prepared Specifications which set out the required construction details for the drain repair and improvements, which also include Standard Specifications labelled therein as **Appendix "REI-C"**.

## **XI. CONSTRUCTION SCHEDULE OF ASSESSMENT**

We would recommend that all of the costs associated with the construction of the drain repair and improvements, and the preparation of this Engineer's report, be assessed against the affected lands in the geographic township of Sandwich South, Town of Tecumseh. A Schedule of Assessment has been prepared and included herein to indicate the lands assessed for the repair and improvement of the drain and bridges. The Schedule of Assessment includes a Special Benefit assessment to each parcel that is having their bridge/enclosure repaired and improved or a new bridge installed under this report. The new bridge is assessed 100% to the parcel and owners served by the new bridge.

Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that the lands are eligible for a grant from the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in the amount of 1/3 of their total assessment for this project if they are agricultural lands designated as Farm Property Tax Class Rate. Where a bridge structure has increased top width beyond the standard 6.10 metre (20.0 ft.) top width, all of the increased costs resulting from same are assessed 100% to the Owner, as provided for in the cost sharing set out in the attached Table below and the Schedule of Assessment.

## **XII. FUTURE MAINTENANCE**

When maintenance work is carried out in the future on the open drain portion, the cost for said future maintenance shall be assessed in accordance with the attached Schedule of Assessment excluding any Special Benefit. When future maintenance work is carried out, the assessment to the affected Owners shall be based on the actual future maintenance cost shared on a pro-rata basis with the Benefit and Outlet values shown in this assessment schedule.

When maintenance work is carried out on any bridges and enclosures in the future, we recommend that part of the cost be assessed as a Benefit to the abutting parcel served by the

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

access bridge and enclosure, and the remainder shall be assessed to the upstream lands and roads based on their affected area and Outlet Liability assessments on a pro-rata basis as set out in the attached Schedule of Assessment. The share for Benefit and Outlet Liability for future maintenance shall be as set out in the Bridge Cost Sharing table below.

**BRIDGE COST SHARING**

<b><u>Bridge</u></b>	<b><u>Owners</u></b>	<b><u>Benefit to Owner</u></b>	<b><u>Outlet Upstream</u></b>
1	Fabio Pace & Giselle Rossi, (540-00800),	91.2%	8.8%
2	Gary & Linda Deneau, (540-00701),	85.7%	14.3%
2A	Linda Deneau, (540-00703),	85.7%	14.3%
3	Town of Tecumseh, (540-00700),	100.0%	0.0%
4	Town of Tecumseh, (540-00700),	85.5%	14.5%
5	Theresa Gates, (540-00600),	80.7%	19.3%
6	Robert & Peggy Weston, (540-00500),	79.6%	20.4%
7	Amelia Conciatori, (540-00400),	92.5%	7.5%
8	Emile & Marisa Nabbout (540-00360),	83.3%	16.7%
9	Ronnie & Rosa Dowhan, (540-00340),	85.8%	14.2%
10	Adam & Vittoria Fortier, (540-00320),	84.2%	15.8%
11	Timothy Kuhn & Sandra Vasquez, (540-00303),	85.0%	15.0%

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

12	John White, (540-00301),	20.9%	0.0%
	Ian Bristow, (540-00300),	33.8%	
	Thomas & Debra McGuinness, (540-00200),	28.7%	
	Mark & Linda Shafer, (540-00100),	16.6%	

We recommend that the bridge structures and enclosures as identified herein, and the covered portion at the east end be maintained in the future as part of the drainage works by the Town of Tecumseh. The cost for a standard access bridge with a 6.1m (20 foot) top width is shared between the parcel served by the bridge as a Benefit and to upstream lands and roads as Outlet Liability based on the location of the structure relative to its position along the drain length. Where a bridge pipe or enclosure exceeds the length required for a standard access bridge, all of the increase in cost for the extra pipe, backfill and associated work is assessed 100% to the parcel that is served by the bridge pipe or enclosure as part of the Benefit assessed to same and shown as a Special Benefit in the attached Schedule of Assessment. Bridge 3 is a secondary access to the Town parklands and a secondary access is assessed 100% to the lands that it serves with only the primary access bridge costs shared between the parcel that it serves and the upstream lands and roads. For Enclosure 12 at the east end of the drainage works, and that flows from west to east, there is no upstream flows contributed and the cost sharing is therefore based on the abutting lands that Benefit from the Enclosure being in place along those lands, accounting for the length of enclosure pipe serving each parcel.

We would also recommend that the bridges and enclosures, for which the maintenance costs are to be shared with the upstream lands and roads within the watershed, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Should concrete, asphalt, or other decorative driveway surfaces over these bridge culverts and enclosures require removal as part of the maintenance works, these surfaces shall also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guardrails, or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge or enclosure maintenance work. However, the cost of the supply and installation of any surface materials other than Granular "A" material and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining Owner(s) served by said access bridge or enclosure. We recommend that the cost for maintenance and repair and improvement for the covered portion of the drain at the east end shall be assessed to the abutting owners based on the parcel frontage adjacent to the covered drain portion as illustrated in the Bridge Cost Sharing table above.

We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2021".

**Reconsidered Report** - Shuttleworth Drain E09SH(88)  
(Geographic Township of Sandwich South)  
Town of Tecumseh - REI2017D020

2023-08-21

All of which is respectfully submitted.

***Rood Engineering Inc.***

*Gerard Rood*

Gerard Rood, P.Eng.

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att.

***Rood Engineering Inc.***

Consulting Engineers

9 Nelson Street

LEAMINGTON, Ontario N8H 1G6





**SCHEDULE OF ASSESSMENT**  
**SHUTTLEWORTH DRAIN - RECONSIDERED REPORT**  
**Town of Tecumseh**

**3. MUNICIPAL LANDS:**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
		North Talbot Road		2.00	0.809	Town of Tecumseh	\$ 38,303.00	\$ 2,799.00	\$ -	\$ 41,102.00
<b>Total on Municipal Lands.....</b>							<b>\$ 38,303.00</b>	<b>\$ 2,799.00</b>	<b>\$ -</b>	<b>\$ 41,102.00</b>

**4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:**

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-00100	8	S PT LOT 10	0.28	0.14	0.057	Mark & Linda Shafer	\$ 564.00	\$ 143.00	\$ -	\$ 707.00
540-00200	8	S PT LOT 10	0.57	0.29	0.115	Thomas & Debra McGuiness	\$ 1,147.00	\$ 247.00	\$ -	\$ 1,394.00
540-00300	8	S PT LOT 10	0.66	0.33	0.133	Ian Bristow	\$ 1,326.00	\$ 277.00	\$ -	\$ 1,603.00
540-00301	8	PT LOT 10 & 11	1.21	0.60	0.244	John White	\$ 2,425.00	\$ 414.00	\$ -	\$ 2,839.00
540-00303	8	PT LOT 10 & 11	0.74	0.37	0.149	Timothy Kuhn & Sandra Vasquez	\$ 1,410.00	\$ 300.00	\$ 9,196.00	\$ 10,906.00
540-00320	8	PT LOTS 10 & 11	1.16	0.58	0.235	Adam & Vittoria Fortier	\$ 2,222.00	\$ 428.00	\$ 9,786.00	\$ 12,436.00
540-00340	8	PT LOTS 10 & 11	1.07	0.53	0.216	Ronnie & Rosa Dowhan	\$ 2,041.00	\$ 393.00	\$ 10,301.00	\$ 12,735.00
540-00360	8	PT LOTS 10 & 12	1.17	0.58	0.236	Emile & Marisa Nabbout	\$ 2,236.00	\$ 431.00	\$ 11,809.00	\$ 14,476.00
540-00400	8	PT LOTS 10 & 13	2.57	1.28	0.520	Amelia Conciatori	\$ 4,922.00	\$ 687.00	\$ 20,320.00	\$ 25,929.00
540-00500	8	S PT LOT 11	3.10	1.55	0.628	Robert & Peggy Weston	\$ 5,941.00	\$ 750.00	\$ 7,726.00	\$ 14,417.00
540-00600	8	S PT LOT 11	2.77	1.39	0.561	Theresa Gates	\$ 5,306.00	\$ 740.00	\$ 8,039.00	\$ 14,085.00
540-00700	8	S PT LOT 11	9.00	4.50	1.822	Town of Tecumseh	\$ 17,244.00	\$ 1,146.00	\$ 29,108.00	\$ 47,498.00

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-00701	8	S PT LOT 11	1.42	0.71	0.287	Gary & Linda Deneau	\$ 2,720.00	\$ 470.00	\$ 11,383.00	\$ 14,573.00
540-00703	8	S PT LOT 11	1.42	0.71	0.287	Linda Deneau	\$ 2,720.00	\$ 470.00	\$ 11,111.00	\$ 14,301.00
540-00800	8	S PT LOT 11	1.29	0.64	0.260	Fabio Pace & Giselle Rossi	\$ 2,463.00	\$ 442.00	\$ 34,594.00	\$ 37,499.00
Total on Privately Owned - Non-Agricultural Lands.....							<u>\$ 54,687.00</u>	<u>\$ 7,338.00</u>	<u>\$ 163,373.00</u>	<u>\$ 225,398.00</u>
TOTAL ASSESSMENT				16.21	6.56		\$ 92,990.00	\$ 10,137.00	\$ 163,373.00	\$ 266,500.00
=====										

1 Hectare = 2.471 Acres  
Project No.REI2017D020  
August 21st, 2023



**SPECIFICATIONS**  
**SHUTTLEWORTH DRAIN - RECONSIDERED**  
**Repair, Improvement and New and Replacement Bridges and Enclosures**  
**E09SH(88)**  
**(Geographic Township of Sandwich South)**  
**TOWN OF TECUMSEH**

**I. GENERAL SCOPE OF WORK**

The Shuttleworth Drain comprises of an open drain generally located along the north side of North Talbot Road extending from its outlet in the Washbrook Drain, proceeding easterly past the parcel 540-00100 at Municipal Number (M.N.) 5790 to the 9th Concession Drain along the west side of the 9th Concession Road, in the geographic township of Sandwich South, Town of Tecumseh. The work under this project generally comprises of repairs and improvements to the open drain from the Washbrook Drain outlet to approximately the midpoint of the parcel 540-00301 at M.N. 5648 and cleaning of the enclosure at the east end. This includes bridge and enclosure repairs, removals and replacements, and new bridges as needed. The excess soil to be loaded up and hauled away for disposal shall be carried out in accordance with the requirements set out in the WSP report included in **Appendix "REI-F"**.

The general layout of the replacement and new access bridges, enclosures and other ancillary work shall be provided as shown and detailed in the accompanying drawings attached within **Appendix "REI-E"**. Benchmarks have been set near along the drain so that the same can be utilized for the setting of the new bridges culvert grades. The **Benchmarks** are as follows:

1. "top nut of fire hydrant located approximately 17.5 metres East of the East end of proposed bridge fronting Municipal Number (M.N.) 5074 on the North side of North Talbot Road", with the same being **Elevation 188.722 metres**
2. "top nut of hydrant on North side of North Talbot Road directly in front of Municipal Number (M.N.) 5410", with the same being **Elevation 188.632 metres**
3. "top nut of hydrant on North side of North Talbot Road at the east end of the bridge enclosure fronting Municipal Number (M.N.) 5480", with the same being **Elevation 188.673 metres**

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "REI-C"**. The bridge and enclosure replacements shall be of the size, type, depth, etcetera, as is shown in the accompanying drawings, as determined from the Benchmarks, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

## **II. E.R.C.A. AND D.F.O. CONSIDERATIONS**

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The standard mitigation response received from E.R.C.A. shall be followed and a copy of same is included within **Appendix "REI-A"**. The Contractor shall ensure that sediment and erosion control provisions, set out further in these specifications and in **Appendix "REI-A"**, are followed. Work shall be scheduled so that it can be completed in the dry and when there is no risk of a rain event that might exceed the capacity of the water control system that the Contractor employs. Any damming of the drain will be done on the upstream side in accordance with the provisions set out in **Appendix "REI-A"**. The Contractor will be required to carry out a fish salvage operation if there is water in the drain when the work is being done. Details for the fish salvage are set out in **Appendix "REI-A"** and the Contractor shall include any expected costs in the item prices of the tender.

The Contractor is to review **Appendix "REI-A"** in detail and is required to comply in all regards with the contents of said E.R.C.A. and D.F.O. measures, and follow the special requirements therein included during construction.

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the outlet drainage system. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage system. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

## **III. M.N.R.F. & M.E.C.P. ENDANGERED SPECIES ACT CONSIDERATIONS**

The Contractor is to note that the Ministry of Environment, Conservation and Parks (M.E.C.P.) screening process by way of a Species at Risk (S.A.R.) review of the M.E.C.P. "Endangered Species Act, 2007" (E.S.A.) will be completed as a self-assessment by the Town pursuant to Section 23.9 of the E.S.A. prior to construction. This Section allows the Town to conduct eligible works of repair, maintenance and improvement to existing municipal drains under the Drainage Act, and exemptions from Sections 9 and 10 of the E.S.A., provided that the requirements are followed in accordance with Ontario Regulation 242/08. The results of the review will be provided to the Contractor and copies of the mitigation measures, habitat protection and identification sheets will be included within **Appendix "REI-B"**.

Providing mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007.

The Contractor is to review **Appendix "REI-B"** in detail and is required to comply in all regards with the contents of said M.N.R.F. & M.E.C.P. measures, and follow the special requirements therein included during construction. Throughout the course of construction the Contractor will be responsible to ensure that all necessary provisions are undertaken to protect all species at risk and their habitats. If a threatened or sensitive species is encountered, the Contractor shall notify the Town and M.N.R.F. - M.E.C.P. and provide all the equipment and materials stipulated by the mitigation requirements for handling the species and cooperate fully with the Town and M.N.R.F. - M.E.C.P. staff in the handling of the species.

#### **IV. ACCESS TO WORK**

The Contractor is advised that the majority of the work to be carried out on this project extends along the north side of North Talbot Road. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveways as necessary to carry out the removal of the existing access bridges and to construct the new replacement access bridges, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridges to carry out the required construction of the removal and new structure installation and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close North Talbot Road for the proposed works, it shall obtain the permission of the Town Drainage Superintendent or Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the Tecumseh Works Department.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to carry out all of the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the traveling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding, mulching, and granular placement required to make good any damage caused.

**V. REMOVAL OF BRUSH, TREES AND RUBBISH**

Where there is any brush, trees or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated. The Contractor will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. Burning by-law information is included in **Appendix "REI-D"** for reference by the Contractor. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Consulting Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands. Where decorative trees or shrubs are located directly over drainage pipes, the Contractor shall carefully extract same and turn them over to the Owner when requested to do so, and shall cooperate with the Owner in the reinstallation of same if required.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

**VI. FENCING**

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to reinstall any fence that is taken down in order to proceed with the work, and the fence shall be reinstated in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it

advisable and procures new material for replacing the fence so removed, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

## **VII. TOPSOIL, SEED AND MULCH**

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure construction or cutting of the drain cross section, by placing topsoil, and then seed and mulch over said areas including any specific areas noted on the bridge details. The Contractor shall be required to provide all the material and to cover the above mentioned surfaces with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on horizontal surfaces, fine graded and spread in place ready for seeding and mulching. The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

## **VIII. DETAILS OF BRIDGE AND ENCLOSURE WORK**

The Contractor shall provide all material, labour, and equipment to repair and improve the existing access bridges and enclosures in the Shuttleworth Drain requiring work, along with endwall repairs, catch basins and other improvements as noted.

The new access bridge and enclosure installations shall comprise of smooth wall H.D.P.E. (high density polyethylene) pipe with a minimum strength of 320 kPa. All piping sections shall be connected by the use of wrap couplers installed around the complete circumference of the pipe in accordance with the manufacturer's recommendation. Each coupler shall be wrapped in filter cloth material around the complete circumference to ensure that there will be no soil migration through the joints and into the pipe through said connections. All plastic pipe ends shall be anchored down by the Contractor to prevent flotation and deflection from the design grade.

The culvert pipe and enclosure replacements and new pipe and enclosure installations on this project shall be set to the grades as shown on the plans or as otherwise established herein and

the Town Drainage Superintendent or the Consulting Engineer may make minor changes to the bridge alignment as they deem necessary to suit the site conditions. All work shall be carried out in general accordance with the items in the **“STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION”** attached to this specification and labelled **Appendix “REI-C”**.

The Contractor shall also note that the placement of any new access bridge culvert or enclosure is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the bridge and enclosure pipe and for a distance of 3.0 metres (10 ft.) both upstream and downstream of said pipe. The design parameters of the Shuttleworth Drain at the location of each new and replacement access bridge and enclosure installation consists of a 0.91m (3.0 ft.) bottom width, the grade shown on the profile, and 2.0 horizontal to 1.0 vertical sideslopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation. The Contractor shall also dispose of all excavated and deleterious materials, as well as any grubbed out materials, to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is slightly above the design grade. The Contractor shall be required to provide any and all labour, material, and equipment to set the pipes to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 100mm (4”) of 20mm (3/4”) clear stone bedding underneath the culvert or enclosure pipe, extending from the bottom of the excavation to the culvert or enclosure invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The installation of the complete length of each new replacement access bridge culvert or enclosure, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation. The Contractor shall provide a minimum notice of 2 working days to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of each new access bridge or enclosure is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

Once the H.D.P.E. pipe has been satisfactorily set in place at the site, the Contractor shall completely backfill same at driveway entrances with granular material M.T.O. Type “B” O.P.S.S. (Ontario Provincial Standard Specification) Form 1010, with the exception of the top 305mm (12”) of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type “A” O.P.S.S. Form 1010. Enclosure pipes at lawn areas shall be backfilled with select native material compacted to a minimum of 95% of S.P.D. and include provision of swale grading to conduct flows to pipe ends or into catch basins. The end slopes of the backfill material over the H.D.P.E. plastic pipe from the invert of said pipe to the top of driveway or swale elevation shall be quarried limestone on filter cloth erosion protection. The end walls shall be extended around onto the drain banks in line with the end of the bridge culvert pipe as shown on the plans included in **Appendix “REI-E”**. The pipe ends shall be securely

anchored against flotation. Precast concrete block endwalls shall be provided where shown on the plans.

The Contractor shall also perform the necessary excavation to extend the driveway beyond the north top of bank for the Shuttleworth Drain as illustrated on the plans. This driveway approach from the existing edge of gravel shoulder to the north top of bank shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place. The gravel apron shall extend for the full width of the access culvert length and include a 5.0m radius daylighting section at the roadside to the edge of the gravel shoulder, as shown on the plans. The gravel backfill shall also extend across the pipe to approximately 1.0m past the north top of bank limit as shown on the plans.

Once the H.D.P.E. plastic pipe culvert has been set in place at the required location for the access driveway, the Contractor shall completely backfill same with granular material, and install the quarried limestone on filter cloth protection or precast concrete block headwalls on both ends of the bridge. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 2), 3), and 4) of the **"Standard Specifications for Access Bridge Construction"** attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the sloped quarried limestone end protection or precast concrete block headwall installation shall restore the adjacent areas to their original conditions. The Contractor shall supply quarried limestone on filter cloth rock protection on each end of the pipe. All rock protection shall be 305mm (12") thick, installed on non-woven filter cloth, and shall be installed in accordance with Item 2) of the **"Standard Specifications for Access Bridge Construction"**. The synthetic filter fabric to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products through Underground Specialties - Wolseley in Windsor, Ontario, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherst Quarry, in Amherstburg, Ontario, or equal.

The H.D.P.E. plastic pipe for this installation shall be provided with a minimum depth of cover measured from the top of the H.D.P.E. plastic pipe to the top of the granular backfill or native backfill of approximately 305mm (1 ft.) for the new replacement bridge and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the specified cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The cover requirement is **critical** and must be attained. In order for this new access bridge culvert and enclosure to properly fit the channel parameters, all of the design grade elevations provided must be strictly adhered to.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the laneway as noted on the plans. The Contractor shall provide

a 5.0 metre radius on the roadside approach of the drain as seen on the plans and protect any existing landscape features during the course of the work.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends and swales which conflict with the bridge installation. All existing lateral tile drains and swales, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the "Standard Lateral Tile Detail" as shown in **Appendix "REI-C"**, unless otherwise noted. Connections shall be made using manufacturer's couplers wherever possible. All other connections shall be completely sealed with concrete grout around the full exterior perimeter of each joint.

The Contractor is to note that the granular driveway approaches extending from the existing edge of gravel shoulder to the north top of bank of the drain shall consist of granular material M.T.O. Type "A" O.P.S.S. Form 1010 and is to be provided to a minimum depth of 305mm (12"), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 100%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 95%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge or enclosure installation and removal of vegetation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.



**IX. DETAILS OF OPEN DRAIN WORK**

The open drain shall be excavated to the lines, levels, grades and cross-sections as shown on the accompanying drawings, or as may be further established by the Town Drainage Superintendent or the Engineer at the time of the work. The drain shall be carefully excavated so as not to disturb the existing banks, rock protection and vegetation, except for those portions of the drain where widening or restoration of a stable drain bank configuration is required. The bottom width of the drain and the sideslopes of the excavation shall conform to the dimensions given on the drawings.

The drain shall be of the size, type, depth, etcetera as shown on the accompanying drawings. When completed, the drain shall have a uniform and even bottom and in no case shall such bottom project above the grade line, as shown on the accompanying drawings, and as determined from the Benchmarks. The finished side slopes of the drain shall be 2.0 metres horizontal to 1.0 metre vertical.

The excavated material to be cast onto the adjoining lands shall be well and evenly spread over a sufficient area so that no portion of the excavated earth is more than 100mm in depth. The material shall be kept at least 1.2 metres clear from the finished edge of the drain, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material. The excavated material to be spread upon the lands shall be free from rocks, cobbles, boulders, stumps, rubble, rubbish or other similar material and these materials, if encountered, shall be hauled away by the Contractor and disposed of at a site to be obtained by it at its expense.

Where the drain crosses any lawn, garden, orchard, roadway or driveway, etcetera, the excavated material for the full width of the above-mentioned areas shall be hauled away by the Contractor and disposed of to a site to be obtained by the Contractor at its expense. All work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall be responsible for any permits required and shall provide copies of same to the Town and Consulting Engineer when requested. The handling of these excess soils shall be conducted in accordance with the requirements set out in **Appendix "REI-F"**.

Where there is any brush or rubbish in the course of the drain, including both side slopes of the drain, all such brush or rubbish shall be close cut and grubbed out. Where there is any brush or rubbish where the earth is to be spread, or on that strip of land between where the earth is to be spread and the edge of the drain, all such brush or rubbish shall be close cut and grubbed out. The whole is to be burned, chipped, or otherwise satisfactorily disposed of by the Contractor.

**X. REMOVALS**

Where existing access bridges and enclosures are to be completely removed and replaced, the Contractor shall be required to excavate and completely extract the existing structure or culvert pipe and the existing endwalls in their entirety, as well as any other deleterious materials that may be encountered in removing same, excluding poured concrete headwalls that are to be reused. The Contractor shall neatly saw cut any concrete or asphalt surfaces over the pipes for a sufficient width to allow for the safe removal of same or go to the nearest expansion joint panel of the concrete driveways. The Contractor shall also be required to completely dispose of all removed materials to a site to be obtained by it at its own expense in accordance with the excess soils handling requirements in **Appendix "REI-F"**. The Contractor shall note that when headwalls are shown to be left in place, the Contractor shall protect same and carry out its work for the pipe replacement as noted above and dispose of any debris resulting from the work.

All unsuitable and deleterious materials from the excavation and removal of the existing bridge and enclosure culverts and drain cleaning shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any material excavated to allow for the granular approaches to the bridge, driveway transitions, or installation of new headwalls shall also be hauled away and disposed of by the Contractor with all materials handled in accordance with the excess soil requirements in **Appendix "REI-F"**.

**XI. CONCRETE FILLED JUTE BAG, PRECAST CONCRETE BLOCK OR SLOPED END PROTECTION**

Unless otherwise shown or noted, the Contractor is to provide new concrete filled jute bag headwalls, precast concrete block, or sloped quarried limestone on non-woven filter cloth end protection for the access bridges and enclosures being replaced or constructed on this drain.

The concrete filled jute bags are to be provided and laid out as is shown and detailed in the drawings provided by the Town and as noted in the Standard Specifications in **Appendix "REI-C"**. In all cases, the concrete filled jute bag headwalls shall be topped with a minimum 100mm (4") thick continuous concrete cap comprising 30MPa concrete with 6%  $\pm$ 1% air entrainment for the entire length of the headwalls. The headwalls shall be installed on an inward batter to be not less than 1 horizontal to 5 vertical, and under no circumstances shall this batter, which is measured from the top of the headwall to the projection of the end of the pipe, be less than 305mm (12"). From the midpoint of the pipe height down to the concrete footing, the wall shall be a double concrete filled jute bag installation. On the road side the walls shall be deflected as shown to provide daylighting and a better approach across the new bridge.

The installation of the concrete filled jute bag headwalls, unless otherwise specified, shall be provided in total compliance with the Items 1, 3, and 4 included in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"**. These are attached to the back of these specifications and labelled **Appendix "REI-C"**. The Contractor shall comply in all respects with

the General Conditions included in Item 4 and the **"Typical Concrete Filled Jute Bag Headwall End Protection"** detail also shown therein.

The Contractor shall install interlocking precast concrete blocks with filter cloth backing for walls on both ends of the bridges requiring same. The blocks shall be minimum 600X600X1200mm in size as available from Underground Specialties - Wolseley, Windsor, Ontario, or equal, and installed as set out in **Appendix "REI-C"**. Vertical joints shall be staggered by use of half blocks where needed and wingwall deflections when required shall employ 45-degree angled blocks. Voids between the blocks and the pipe shall be grouted with 30MPa concrete having 6%  $\pm$ 1% air entrainment and extend for the full thickness of the wall and have a smooth uniform finish on the face that blends with the precast blocks. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 3), and 4) of the "Standard Specifications for Access Bridge Construction" attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in said Appendix. The Contractor shall submit shop drawings for approval of the wall installation that includes details for a minimum 300mm thick concrete footing that extends from the pipe invert downward. The footing shall extend into the drain banks each side for the required embedment of the blocks and be constructed to ensure that the completed wall will be completely vertical or tipped slightly back towards the driveway. Where the block walls extend more than 1.8 metres in height, the supplier shall provide the Contractor with uni-axial geogrid (SG350 or equivalent) reinforcement for installation to tie the wall back into the granular backfill. The Contractor, in all cases, shall comply with these specifications and upon completion of the stacked precast concrete end protection installation shall restore the adjacent areas to their original conditions. The Contractor shall supply quarried limestone on filter cloth rock protection adjacent to the headwalls at each corner of the bridge. All rock protection shall be 1.0 metres wide and 305mm (12") thick, installed on non-woven filter cloth, and shall be installed in accordance with Item 2) of the "Standard Specifications for Access Bridge Construction". The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products through Underground Specialties - Wolseley in Windsor, Ontario or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherst Quarries, in Amherstburg, Ontario, or equal.

Where sloped end protection is specified, the top 305mm (12") of backfill material over the ends of the access pipe, from the invert of said pipe to the top of the driveway elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix "REI-C"** and shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe or enclosure. The road side approach to the entrance shall be provided with a minimum 5.0m radius at each end of the

driveway entrance. All work shall be completed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer.

The installation of the sloped quarried limestone end protection, unless otherwise specified herein, shall be provided in total compliance with Item 2), 3), and 4) of the **“STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION”**. These are attached to the back of these specifications and labelled **Appendix “REI-C”**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **“Typical Quarried Limestone End Protection Detail”** also in **Appendix “REI-C”**.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Consulting Engineer during construction. In placing the erosion protection, the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the excavator bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat fabric to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Aggregates Amherst Quarries, in Amherstburg, Ontario, or equal.

## **XII. BENCHMARKS**

Also, for use by the Contractor, we have established Benchmarks along the course of the work and especially at the locations where existing access bridges are being replaced or new bridges are being constructed.

For each of the bridge and enclosure replacements and new bridges and enclosures, the plans include details illustrating the work to be carried out. For each bridge and enclosure detail a Benchmark has been indicated and the Elevation has been shown and may be utilized by the Contractor in carrying out its work. The Contractor shall note that in each case a specific design elevation grade has been provided for the invert at each end of the pipe in the table accompanying each detail. The table also sets out the pipe size, materials, and other requirements relative to the installation of the culvert or enclosure structure. In all cases, the Contractor is to utilize the specified drain grade to set any new pipe installation. The Contractor shall ensure that it takes note of the direction of flow and sets all pipes to assure that all grades flow from high to low points to match the direction of flow within the drain. The Contractor's attention is drawn to the fact that the pipe invert grades established herein provide for the pipes

to be set at least 10% of their diameter or pipe rise below the existing drain bottom or the design grade of the drain, whichever is lower.

### **XIII. ANCILLARY WORK**

During the course of any work to the bridges and enclosures along the length of the project, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "Standard Lateral Tile Detail" included in the plans, unless otherwise noted. Connections shall be made using a manufacturer's coupling where possible. Wherever possible, tiles shall be extended to outlet beyond the end of any access culverts. When required, openings into new pipes shall be neatly bored, saw cut or burned with a torch to the satisfaction of the Town Drainage Superintendent or the Consulting Engineer. All cuts to steel pipes shall be touched up with a thick coat of zinc rich paint (Galvicon or equal) in accordance with the manufacturer's recommendations. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts and enclosures are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

Where the bridge or enclosure installation interferes with the discharge of an existing swale, the Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

All granular backfill for the bridge and enclosure installations shall be satisfactorily compacted in place to a minimum Standard Proctor Density of 98% by means of mechanical compaction equipment. All other good, clean, native fill material or topsoil to be utilized, where applicable, shall be compacted in place to a minimum Standard Proctor Density of 95%. All of the backfill material, equipment used, and method of compacting the backfill material shall be provided and performed to the full satisfaction of the Town Drainage Superintendent or Consulting Engineer.

Where the Contractor removes concrete or asphalt hard surfaces over the pipes, the Contractor shall restore the hard surfaces as previously outlined. The Contractor will be responsible to restore any damage caused to these driveways at its cost. All damaged hard surface driveway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work.

Any new corrugated aluminized steel type II or H.D.P.E. pipes for these installations are to be provided with a minimum depth of cover measured from the top of the pipe of 305mm (12") for a round pipe and 500mm for a pipe arch. If the bridge culvert pipes are placed at their proper elevations, same should be achieved. If the Contractor finds that the minimum cover is not being met, they shall notify the Town Drainage Superintendent and the Consulting Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The minimum cover requirement is **critical** and must be attained. In order for these new access bridge culverts to properly fit the channel parameters, **all of the design grade elevations must be strictly adhered to.**

As a check, all of the above access bridge and enclosure culvert design grade elevations should be confirmed before commencing to the next stage of the access bridge or enclosure installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Benchmark.

Although it is anticipated that the culvert or enclosure installation at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale or silt curtain check dam in the drain bottom immediately downstream of each culvert or enclosure site during the time of construction. The straw bale or silt curtain check dam shall be to the satisfaction of the Town Drainage Superintendent or Consulting Engineer and must be removed upon completion of the construction. The check dam materials may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale or silt curtain check dam shall be included in the cost bid for the bridge or enclosure installations or replacements.

#### **XIV. GENERAL CONDITIONS**

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Tecumseh and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Tecumseh or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Town road system, especially to the travelled portion. When excavation work is being carried out

and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its' employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etc., from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.

- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) During the course of the project the Contractor shall deal with any excess soil management from the project in accordance with Ontario Reg 406/19 pursuant to the Environmental Protection Act, R.S.O. 1990, c. E.19 and any subsequent amendments to same, and the provisions included in **Appendix "REI-F"**.
- j) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed.

In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.

- k) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Town, a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- l) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Town. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Town in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- m) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project; and shall name the Town of Tecumseh and its' officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- n) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 60 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
  - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
  - ii) proof of advertising



The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Act, 2018 and its' subsequent amendments have been adhered to by the Contractor.

- o) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee C.C.D.C.2 shall govern and be used to establish the requirements of the work.
- p) Should extra work be required by the Town Drainage Superintendent or Consulting Engineer and it is done on a time and material basis, the actual cost of the work will be paid to the Contractor with a 15% markup on the total actual cost of labour, equipment and materials needed to complete the extra work.



## APPENDIX "REI-A"



**STANDARD E.R.C.A. AND D.F.O.**  
**MITIGATION REQUIREMENTS**

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

1. As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
2. All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
3. To prevent sediment entry into the drain in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with the related Ontario Provincial Standards. It is incumbent on the proponent and Contractors to ensure that sediment and erosion control measures are functioning properly and maintained/upgraded as required.
4. Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
5. All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.
6. Any drain banks trimmed outside of the July 1st to September 15th timing window will require erosion control blankets to be installed to promote re-vegetation and to protect the slope from erosion in the interim.



# Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

**PLEASE NOTE:** This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

## Measures

- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

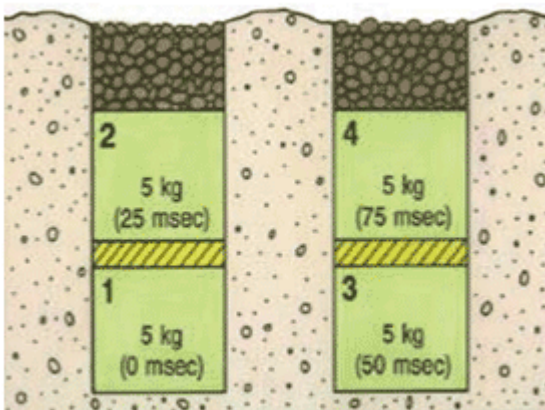
- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
  - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
  - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
  - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
  - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
  - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
  - Repairs to erosion and sediment control measures and structures if damage occurs.
  - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.



- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
  - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
    - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
    - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
    - The screen face should be oriented in the same direction as the flow.
    - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
    - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
    - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
    - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
    - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
    - Provision should be made for the removal, inspection, and cleaning of screens.
    - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
    - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
  - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

**Figure 1: Sample Blasting Arrangement**



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:  
2013-11-25



**SECTION II**  
**SPECIFICATIONS**  
**FOR FISH SALVAGE**

**GENERAL**  
**SECTION 201**

The Work shall include the capture, salvage and release of fish that are trapped or stranded as the result of the Contractor's operations, at locations identified in the Fish Salvage Plan, and in co-operation with the Essex Region Conservation Authority (E.R.C.A.).

Fish capture shall be performed prior to dewatering, and in such manner that will minimize the injury to the fish.

**MATERIALS**  
**SECTION 202**

All materials required for fish capture, salvage and release shall be supplied by the Contractor.

**CONSTRUCTION**  
**SECTION 203**

The Contractor shall not commence any fish capture, salvage and release work until the Fish Salvage Plan has been accepted by the Consultant and the Conservation Authority. All work shall be performed in accordance with the Fish Salvage Plan unless otherwise determined by the Consultant or the Conservation Authority.

The Contractor shall ensure an ice-free pool is maintained throughout all fish capture and release operations.

All fish shall be captured within the area specified and released at an acceptable location in the downstream water body. Fish shall be captured by electro fishing, netting, seining, trapping, or other method acceptable to the Consultant and/or the Conservation Authority.

**MEASUREMENT AND PAYMENT**  
**SECTION 204**

Payment for this Work will be included in the price bid for drainage work components or made at the lump sum price bid for "Fish Capture and Release". The lump sum price will be considered full compensation for all labour, materials, equipment, tools, and incidentals necessary to complete the Work to the satisfaction of the Consultant.



## APPENDIX "REI-B"





## 5.0 Location

Located along the southern shores of Lake St. Clair in Essex County and in the Essex Region Watershed, the Town of Tecumseh (Study Area) encompasses a geographic area of 9,538.60 hectares (ha) that is bordered by the City of Windsor and the Town of LaSalle on its western side and the Town of Lakeshore to the east and shown on **Figure 1** (Essex Region Conservation Authority (ERCA), 2013). There are four (4) subwatersheds (total area): Pike Creek subwatershed (8,993 ha), Canard River subwatershed (34,776 ha), Tecumseh Area Drainage subwatershed (1,150 ha), Turkey Creek subwatershed (6,112 ha), and Little River subwatershed (6,490 ha) that traverse the lands within the Town's boundaries (ERCA, 2011). Approximately 95.15% (9,079.38 ha) of the landscape consists of anthropogenic features (residential, commercial, agricultural, etc.) while the remaining 4.81% (459.22 ha) is made up of natural areas (terrestrial (4.49%) and other terrestrial (0.32%)) (ERCA, 2013).

There are one hundred and twenty (120) municipal drains measuring 221 kilometers (km) within the Town of Tecumseh (Town of Tecumseh, 2014). Through our background review we identified 3 dominant habitat types surrounding/within the drains that have potential to provide habitat for SAR. Habitats consist of:

Existing Natural Features:

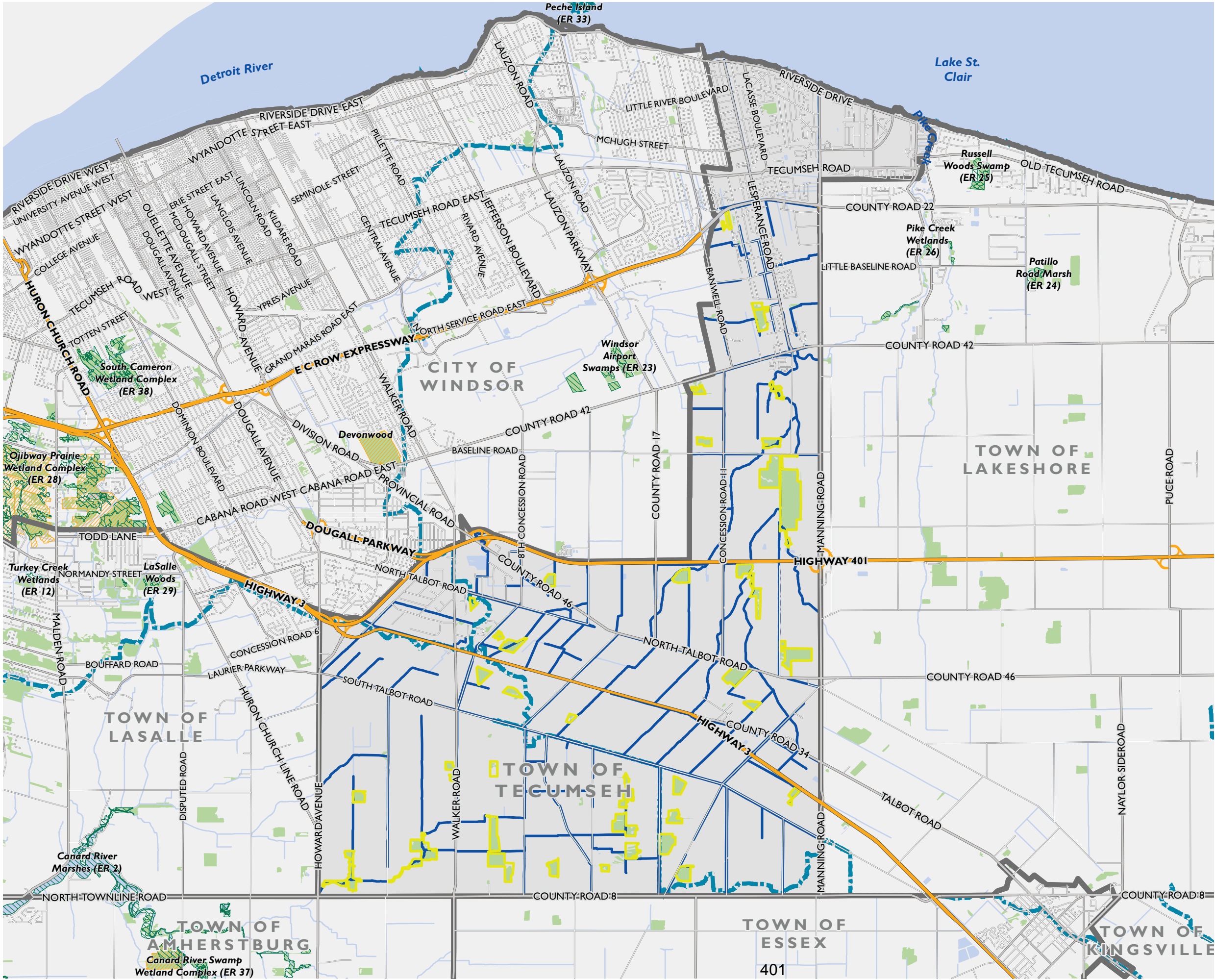
- Forest

Existing Anthropogenic Features:

- Urban (residential, commercial, recreational, right-of-ways)
- Agricultural (row crop, hayfield, old abandoned fields)

Within the Town, there are no forest patches greater than 100 ha in size with the largest being Fairplay Woods (an Environmentally Significant Area (ESA)) which spans a total area of 52.9 ha (ERCA, 2013). There are 2 forest patches that contain 200 m interior forest and 16 patches that contain 100 m interior forest (ERCA, 2013). In accordance with subparagraph i, of paragraph 2, of subsection 6 under Section 23.9 of O.Reg. 242/08, **Drainage Maps** have been prepared that show drain locations, surrounding land use types, proximity to sensitive natural features (e.g. Forest) and potential SAR habitat that exists within the Town's jurisdiction (see **Appendix B**). A list of all the drains and adjacent habitat type(s) has been provided in **Appendix B** following the Drainage Maps. In addition, a **Tecumseh Drain Database** (provided electronically) contains the drain names, adjacent habitat types, and relevant information found during our background review from the MNRF and ERCA.



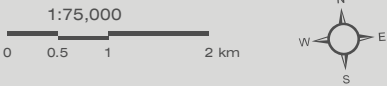


FILE LOCATION: I:\GIS\174938 - Tecumseh Drain\mxd\Figure 1 Natural Features.mxd

TOWN OF TECUMSEH

NATURAL FEATURES  
FIGURE 1

- Mainland
- Provincially Significant Wetland
- ANSI, Life Science
- Natural Heritage System
- Municipal Drain
- Quaternary Watershed
- Water Body
- Woodland



MAP DRAWING INFORMATION:  
DATA PROVIDED BY MNR, TOWN OF TECUMSEH  
  
MAP CREATED BY: GM  
MAP CHECKED BY: KM/AB  
MAP PROJECTION: NAD 1983 UTM Zone 17N



PROJECT: 174938  
STATUS: FINAL  
DATE: 2017-12-08



## 6.0 Species at Risk

A review of secondary source information, including the expired MNRF Agreement<sup>1</sup>, Natural Heritage Information Centre (NHIC) GIS Database records (i.e. 1 km squares that overlap the Study Area) were reviewed to gather a list of the SAR that have the potential to occur within the Town's boundaries. A total of sixty-six (66) species listed as either endangered or threatened on the SARO list (O.Reg. 230/08) were identified to occur within the Study Area (see **Appendix C**). One Restricted Species Record was also identified in 1988 (NHIC 1 km Square 17LG4478).

The habitat requirements for each of the sixty-six species was crossed referenced with habitats identified within the Study Area. A total of Nineteen (19) species listed as endangered or threatened were identified as having potential habitat within the Study Area drains, consisting of Turtles (2 species), Snakes (2 species), Fishes (2 species), Birds (3 species), and Plants (10 species). **Table 2** lists the SAR, preferred habitat type(s) (Forest, Agricultural, Urban or All), need for water presence (requirement for some species), and the dates during the year when the species is likely to be carrying out sensitive life processes, referred to herein as the Restricted Activity Period (RAP).

Four (4) species listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08 were identified as having the potential to occur within the Town of Tecumseh drains, these species include: Pugnose Minnow (*Opsopoeodus emiliae*) (1 fish species), False Hop Sedge (*Carex lupuliformis*), Heart-leaved Plantain (*Plantago cordata*) and Scarlet Ammannia (*Ammannia robusta*) (3 plant species). Since these species are listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08, this mitigation plan cannot be used for these species and as such, they have not been included in **Table 2** below. Permitting related to these species may be required when working in specific drains. More information on these species, their habitat preferences, known distribution within the area and steps that need to be taken to determine whether a permit is required are outlined in **Appendix D**.

**Table 2: Species at Risk with Potential to Occur within the Study Area**

Scientific Name	Common Name	ESA <sup>1</sup>	Preferred Habitat Type <sup>2</sup>	Restricted Activity Period
<b>Turtles (2 species)</b>				
<i>Emydoidea blandingii</i>	Blanding's Turtle	THR	Forest, Water is present	November 1 to April 30 <b>Important to Note: Activities that require water level reduction cannot occur in areas when and where turtles are hibernating (paragraph 6, subsection 13, under Section 23.9 of O.Reg. 242/08).</b>
<i>Apalone spinifera</i>	Spiny Softshell	THR	Forest, Water is present	

<sup>1</sup> Agreement under Section 23 of O.Reg. 242/08 made under the ESA, 2007 (File # AY-23D-010-10)



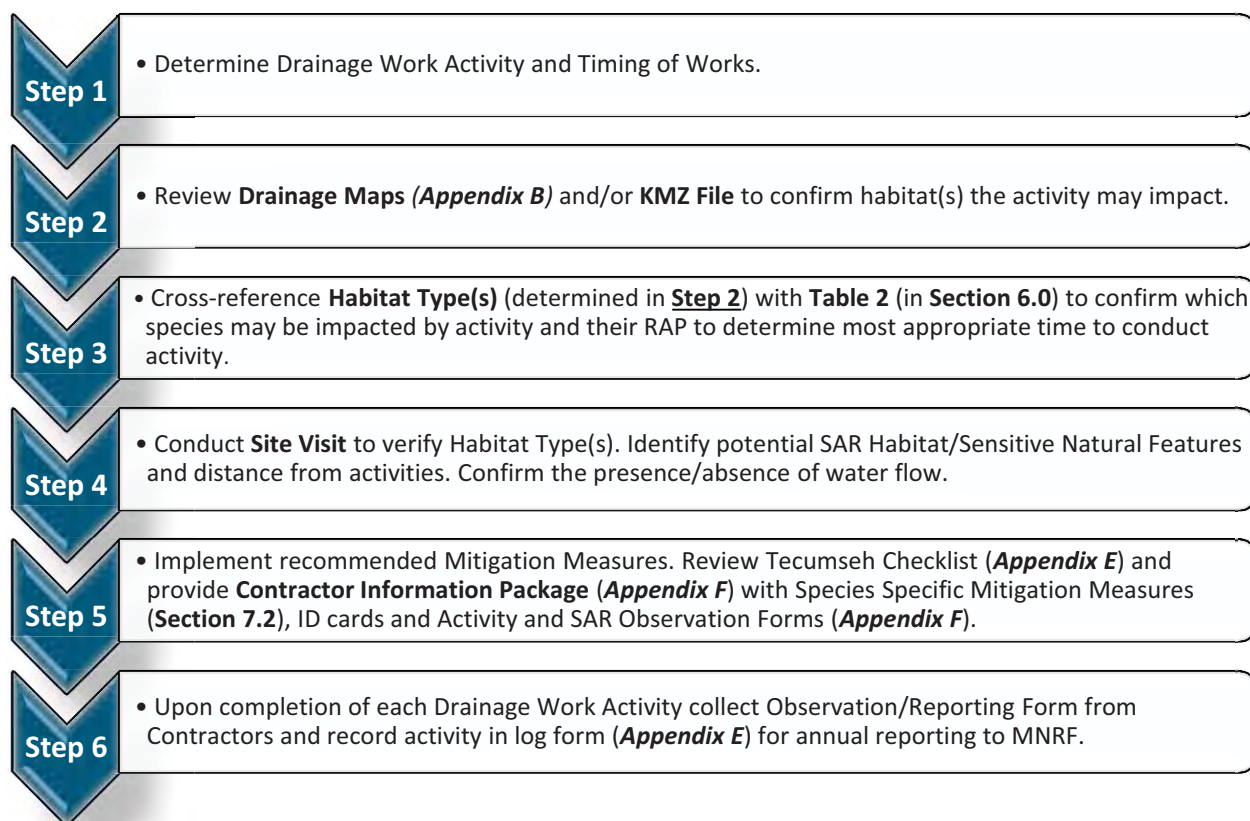
Scientific Name	Common Name	ESA <sup>1</sup>	Preferred Habitat Type <sup>2</sup>	Restricted Activity Period
Snakes (2 species)				
<i>Pantherophis gloydi</i>	Eastern Foxsnake (Carolinian population)	END	All <sup>3</sup>	September 20 to May 31
<i>Thamnophis butleri</i>	Butler's Gartersnake	END	All <sup>3</sup>	
Fishes (2 species)				
<i>Notropis anogenus</i>	Pugnose Shiner	END	Water is present	March 15 to June 30
<i>Lepisosteus oculatus</i>	Spotted Gar	THR		
Birds (3 species)				
<i>Dolichonyx oryzivorus</i>	Bobolink	THR	Agricultural	May 1 to July 15
<i>Sturnella magna</i>	Eastern Meadowlark	THR	Agricultural	
<i>Hirundo rustica</i>	Barn Swallow	THR	All <sup>3</sup>	
Vascular Plants (10 species)				
<i>Gymnocladus dioicus</i>	Kentucky Coffee-tree	THR	Forest	Not Applicable
<i>Liparis liliifolia</i>	Purple Twayblade	THR	Forest	
<i>Cornus florida</i>	Eastern Flowering Dogwood	END	Forest	
<i>Castanea dentata</i>	American Chestnut	END	Forest	
<i>Juglans cinerea</i>	Butternut	END	Forest	
<i>Morus rubra</i>	Red Mulberry	END	Forest	
<i>Aletris farinosa</i>	Colicroot	THR	Agricultural, Forest	
<i>Smilax rotundifolia</i>	Round-leaved Greenbrier (Great Lakes Plains population)	THR	Forest	
<i>Liatris spicata</i>	Dense Blazing Star	THR	Agricultural	
<i>Symphyotrichum praealtum</i>	Willowleaf Aster	THR	Forest	

<sup>1</sup>Endangered Species Act – status as defined by O.Reg. 242/08 as of April 27, 2017; <sup>2</sup>Preferred Habitat Types – The habitat types listed are areas where a SAR has the potential to occur. It should be noted that species have the potential to occur outside of these habitats; <sup>3</sup>All – Structures such as culverts and bridges may provide suitable habitat for nesting Barn Swallow. Culverts, rip rap and gabion baskets also have the potential to provide nesting and/or hibernaculum for snake species.



## 7.0 Mitigation Measures

Based on the types of drainage work activities outlined above (in Section 2.0) and the potential for SAR and SAR habitat within and adjacent to the drainage features, the following best practices and mitigation measures are recommended when conducting drainage works. Prior to starting drainage works, the following steps are recommended to help determine the appropriate mitigation/management measures:



### 7.1 General Mitigation Measures

The following mitigation measures are recommended to avoid or minimize impacts to the natural environment when conducting drainage works. Following this section species specific mitigation measures are provided.

When planning for drainage works, activities should be planned outside of sensitive timing windows for all wildlife species wherever possible. **Table 2** in Section 6.0 indicates the Restricted Activity Periods for the different SAR having the potential to occur within the Study Area. **Table 3** indicates sensitive timing windows for various types of wildlife (including SAR) based on habitat types.

This information can be used to determine what time(s) of year may be sensitive at a particular site, based on which types of habitat and wildlife are present.

Where possible, activities are recommended to be planned outside of these sensitive time(s); otherwise additional species specific mitigation measures are recommended and/or consultation with the MNRF.

**Table 3: Sensitive Timing Windows for other Wildlife Species (including SAR)**

Habitat Type	Wildlife	Sensitive Timing Windows
Agricultural (Hayfields and pastures)	Migratory Birds	March through July (breeding season for most species)
Waterbodies	Migratory Birds (including waterfowl)	March through Mid-August
	Turtles and Amphibians	March through Mid-August; and Mid-October through March (for overwintering wildlife, including turtles).
	Mammals	March through mid-August; and Mid-October through March (overwintering wildlife)
	Fish	In-water timing restriction for warmwater fishes March 15 to June 30.
Forest	Migratory Birds	March through mid-August
	Mammals	March through mid-August; and Mid-October through March (overwintering wildlife)
	Snakes	March through mid-August; and Mid-October through March (overwintering wildlife)
Urban	Snakes	March through mid-August; and October through March (overwintering wildlife)
	Mammals	October through March (overwintering wildlife)

The following list provides general measures that are recommended when conducting any drainage work activities:

- **Bats:** The work associated with drainage maintenance covered under this management plan would typically not include the removal of trees. As such, the potential for drainage work activities to impact bat SAR is low. However, if a tree that exhibits a diameter at breast height of 25 cm or greater or a tree that exhibits loose shaggy bark requires removal for drainage works, removal should be completed between November 1 and March 1, outside of the active season for bats. If the tree removal needs to occur during the active season, removal should be completed after dusk.
- Review species specific seasonal timing windows to avoid sensitive periods for species
- Where possible, abide by regulatory timing windows and setback distances and avoid regulated habitat features
- Minimize duration of in-water work (where applicable)



- Any in-stream work should be conducted during periods of low flow
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation
- Conduct wildlife sweeps prior to the commencement of drainage work activities to determine if SAR (or other wildlife) are present at the site and engaged in critical life processes (e.g. nesting, etc.)
- Following the wildlife sweep, the area of activity is to be isolated with silt fencing to keep SAR and other wildlife from entering the work space area.
- Develop and implement an erosion and sediment control plan for the site that minimizes the risk of sedimentation to the drain during all phases of an activity. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the drain of settling basin and runoff water is clear. Following the DFO's Measures to Avoid Harm (as outlined on DFO's website: <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures/measures-mesures-eng.html>), an erosion and sediment control plan, where applicable, is to include the following:
  - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the drain
  - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering the drain
  - Site isolation measures, where required, to contain suspended sediment
  - Measures for containing and stabilizing waste materials generated from activities are stored away from any water bodies and prevent materials from re-entering water bodies
  - Erosion and sediment control measures are inspected and maintained on a regular basis during drainage works
  - Any damages to erosion and control measures are to be repaired immediately
  - Removal of non-biodegradable erosion and sediment control materials once site has been stabilized
- ***Phragmites*** is a non-native perennial grass species that has been observed throughout much of the province and Tecumseh, developing tall dense stands that degrade wetlands and other features by outcompeting native vegetation and changing habitat. To further prevent the spread and introduction of this unwanted species in the province, the provincial government has regulated invasive *Phragmites* as restricted under the *Invasive Species Act*, 2015. Restricted species under the Act, prohibits i) the transport of species into any provincial park and conservation reserve and ii) the deposit or release of species in Ontario. For further information on the *Invasive Species Act*, 2015 please visit: [www.ontario.ca/invasionON](http://www.ontario.ca/invasionON). It is recommended that care be taken when working in areas with *Phragmites* and efforts be taken to prevent further spread of species through equipment transfer. Methods to prevent the spread of *Phragmites* while conducting drainage works should include:
  - Inspection of vehicles, equipment and heavy machinery thoroughly inside and out for accumulation of dirt, plant material or snow/ice, including the underside of vehicles, radiators, spare tires, foot wells and bumpers before entering onto a site. Remove any guards, covers, plates or other easy to remove external equipment;



- Inspections should be completed when: moving vehicles out of local area of operation; moving machinery between properties or sites within the same property where invasive species may be present or known to occur; and using machinery along roadsides, in ditches and along watercourses.
- Vehicles, equipment and heavy machinery should be cleaned: before moving out of local area where invasive species has been identified or known to occur; and when accumulations of dirt, plant material or snow/ice has been observed.
- Clean vehicles, equipment and heavy machinery in an area where risk of contamination is low, ideally on a mud free hard surface, at least 30 m away from any watercourse, waterbody, wetland or other natural area, if possible. Where risk of runoff is high, cleaning stations should be contained by sediment fence as per standard erosion and sediment control specifications.
- Remove large accumulations of dirt, using a compressed air device, high pressure hose or other device as necessary. Clean the vehicle starting at the top and working down, with particular attention to the undersides, wheels, wheel arches, guards, chassis, engine bays, grills and other attachments.
- Clean inside vehicles by sweeping, vacuuming or using compressed air device including floor, foot wells, pedals, seats and under the seats.

Additional details on cleaning equipment and/or managing invasive species can be found in the Clean Equipment Protocol for Industry (J. Halloran, et al., 2013) and online at the Government of Ontario's website: <https://www.ontario.ca/page/stop-spread-invasive-species>.

## 7.2 Species Specific Mitigation Plans

In the event a SAR or SAR habitat has been identified within the proposed area for drainage work activity, the following information should be clearly conveyed to the on-site staff as part of the drainage works protocol, via notes or plans and on-site briefings with construction/personnel:

- Schedule for pre-construction activities such as wildlife inspections, silt fencing installation and contractor briefing.
- Description of wildlife mitigation measures to be used during drainage work activities, including:
  - Placement and specifications of required protection measures (e.g. fencing, signage)
  - Phasing and direction of site clearing activities
  - Any recommendations regarding access routes for equipment, vehicle parking, materials, stockpiling, etc.
- Guidance on what to do in the event of a wildlife encounter, including SAR and arrangements for dealing with injured or orphaned animals (as indicated in **Table 5** and **Appendix F**). This guidance should be summarized in a handout suitable for quick reference by on-site staff.
- SAR awareness training should be provided to all on-site staff, including truck drivers.

In the Contractor Information Package (**Appendix F**) Dillon has provided SAR identification sheets for SAR with the potential to occur within the Study Area.





### 7.2.1 Species Specific Mitigation Measures for Snake Species

Snake species can be found in a variety of habitat types and most of the drainage work activities have the potential to encounter snakes. Particular attention should be given when conducting works on catch basins, culverts, rip rap and crossing structures, as snakes carry out sensitive life processes in structures such as these. **Table 4** shows the sensitive timing windows for snake species when carrying out life processes related to hibernation and staging.

**Table 4: Sensitive Timing Windows for Snake Species**

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes <sup>1</sup>	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Hibernation																																				
Staging																																				

<sup>1</sup>Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

**Table 5** below outlines the recommended mitigation measures to avoid impacts to snake species during and outside of RAP. Photographs of habitat observed within and adjacent to drains that have the potential to support SAR snakes, have been included in **Appendix G** (Photographs #1 - 4).



Table 5: Mitigation Measures for Snake Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Snakes in Study Area
Eastern Foxsnake (Carolinian population) and Butler's Gartersnake	<ul style="list-style-type: none"><li>• Preconstruction planning that includes review for potential habitat.</li><li>• During site visit, verify if attributes of regulated habitat occur and delineate where possible.</li><li>• Establish constraints for activities, where possible, that abide by timing windows and setback distances and avoid regulated habitat features</li><li>• Narrow construction footprint if possible.</li><li>• Flag or fence off environmentally sensitive areas prior to drainage work activity. Bury fencing a minimum of 10 – 20 cm and vertical height of at least 60 cm. Note, stakes should be installed on the activity side to prevent snake use of stakes to climb fence.</li><li>• Complete wildlife sweep within the exclusion area following fence installation to ensure no trapped wildlife.</li><li>• Staff/workers conducting drainage works should be trained in snake species identification and procedures if encountered (review and sign off form in Contractor Information Package)</li><li>• One staff member/worker or qualified biologist should be trained in proper snake handling procedures and protocols outlined in Section 2 of the Ontario Species at Risk Handling Manual: For Endangered Species Act Authorization Holders (Included in the Contractor Information Package). This person should be onsite at all times (when required) for the potential capture, temporary holding, transfer and release of any snakes encountered during construction. A minimum of two holding tubs and cotton sacks should be onsite at all times.</li><li>• Prior to commencement of daily drainage work activity, the area should be cleared of snakes through machinery inspections (e.g. wheels, engine compartment) each morning and after machinery is left idle for more than one (1) hour if left on site during the snake active season.</li><li>• If a nest is uncovered during drainage work activity:<ul style="list-style-type: none"><li>◦ Collect any displaced or damaged eggs and transfer them to a holding tub</li><li>◦ Capture and transfer all injured dispersing juveniles of that species into a light-coloured drawstring cotton sack</li><li>◦ Place all cotton sacks with the captured injured individuals into a holding tub out of direct sunlight</li><li>◦ Immediately contact the MNRF to seek direction and to arrange for transfer of the injured individuals</li><li>◦ Immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals</li><li>◦ Do not drive over the nest site or conduct any activities within 5 m of the nest site</li><li>◦ Do not place any dredged materials removed from drainage works on top of the nest site</li><li>◦ Mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching</li><li>◦ Where there are no collected eggs or captured individuals, contact the MNRF within 24 hours to provide information on the location of the nest</li></ul></li><li>• Any injured captured snakes should be stored outside of direct sunlight and the MNRF should immediately be contacted to seek direction and to arrange for transfer. MNRF may require transfer to the nearest MNRF authorized Wildlife Rehabilitator. Contact Information for Authorized Wildlife Rehabilitator can be found in SAR Information Sheets (<b>Appendix F</b>).</li><li>• If conducting drainage works during a species sensitive timing window and one or more individuals belonging to a snake species is encountered or active hibernacula is discovered:<ul style="list-style-type: none"><li>◦ Trained staff/worker or qualified biologist shall capture and transfer all injured and uninjured individual snakes of that species into individual light-coloured, drawstring cotton sacks</li><li>◦ Place cotton sacks into a holding tub</li><li>◦ Ensure that the holding tub with captured individuals is stored at a cool temperature to protect snakes from freezing until the individuals can be retrieved or transferred</li><li>◦ If an active hibernacula is uncovered cease all work and immediately, contact MNRF to seek advice and arrange for transfer and/or removal</li></ul></li><li>• If conducting drainage works outside of a species sensitive timing window and one or more individuals belonging to a snake species is encountered:<ul style="list-style-type: none"><li>◦ Briefly stop the activity for a reasonable period of time to allow any uninjured individual snakes of that species to leave the work area</li><li>◦ If the individuals do not leave the work area after the activity is briefly stopped, trained staff/worker or qualified biologist shall capture all uninjured individuals and release them in accordance with the methods outlined below</li><li>◦ Where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them into a holding tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with the methods outlined below</li><li>◦ Capture and transfer any individuals injured as a result of conducting drainage works into a holding tub separate from any holding tub containing uninjured individuals</li><li>◦ Store all captured injured individuals out of direct sunlight and immediately contact the MNRF to seek direction and to arrange their transfer</li></ul></li><li>• Uninjured individuals captured during drainage works, are to be released within 24 hours of capture, in an area immediately adjacent to the drainage works with natural vegetation cover within 50 m and out of harm’s way (as per subsections 2.3 and 2.4 of Handling Manual included in the Contractor Information Package; <b>Appendix F</b>).</li></ul>



Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Snakes in Study Area
	<ul style="list-style-type: none"><li>• Uninjured individuals captured during drainage works, are to be released within 24 hours of capture, in an area immediately adjacent to the drainage works with natural vegetation cover within 50 m and out of harm’s way (as per subsections 2.3 and 2.4 of Handling Manual included in the Contractor Information Package; <b>Appendix F</b>).</li><li>• Where one or more individuals belonging to a snake species is killed as a result of drainage work activity, or a person finds a deceased individual of a snake species, the following measures should be followed:<ul style="list-style-type: none"><li>◦ Collect and transfer any dead individuals into a holding tub outside of direct sunlight; and,</li><li>◦ Contact the MNRF within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.</li></ul></li><li>• If the methods of handling snakes outlined in subsection 2.3 and 2.4 of the Handling Manuals are not applicable due to a snake’s injuries, use a shovel or flat object to pick up the snake, ensuring that injured areas are supported and place in a large plastic bin or bucket with a lid with air holes. Immediately transport the turtle to an MNRF authorized veterinarian or wildlife rehabilitator and contact the MNRF. Contact Information for Authorized Wildlife Rehabilitator can be found in <b>Appendix F</b> and on SAR Information Sheets (<b>Appendix F</b>).</li><li>• Complete a SAR Encounter Reporting Form included in Contractor Information Package (<b>Appendix F</b>).</li></ul>

### 7.2.2 Species Specific Mitigation Measures for Turtle Species

Turtles can generally be found associated with large slow moving water features that have logs or stumps for basking. For nesting, turtles prefer moist well drained, loose soils for digging and on a gradual typically south facing slope. Species such as Blanding's Turtle and Spiny Softshell hibernate underwater in permanent waterbodies. Sensitive timing windows for turtle species includes the nesting period and has been provided in **Table 6**.

When conducting drainage works where there is potential for turtle species to be hibernating, water level **cannot be reduced** as per Paragraph 6 of subsection 13 of Section 23.9 of O.Reg. 242/08.

**Table 6: Restricted Activity Period for Turtle Species**

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes <sup>1</sup>	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Hibernation																																				

<sup>1</sup>Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

In **Table 7** below, the recommended mitigation measures to avoid impacts to turtle species during and outside sensitive timing windows and what to do when turtles or turtle nests are encountered is provided. Photographs of habitat observed within and adjacent to drains that have the potential to support SAR Turtles, have been included in **Appendix G** (Photographs #5 - 6).



Table 7: Mitigation Measures for Turtle Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Turtles within the Study Area
Blanding's Turtle	<ul style="list-style-type: none"><li>• Preconstruction planning that includes review for potential habitat.</li><li>• During site visit, verify if attributes of regulated habitat occur and delineate where possible.</li><li>• Establish constraints for activities, where possible, that abide by timing windows, setback distances and avoid regulated habitat features.</li><li>• Narrow construction footprint if possible.</li><li>• Flag or fence off environmentally sensitive areas prior to drainage work activity. Bury fencing a minimum of 10 – 20cm and vertical height of at least 60 cm.</li><li>• Complete wildlife sweep within the exclusion/construction area following fence installation to ensure no trapped wildlife.</li><li>• Staff/workers conducting drainage works should be trained in turtle species identification and procedures if encountered (Review and sign off form in the Contractor Information Package; <b>Appendix F</b>).</li><li>• One staff member/worker or qualified biologist should be trained in proper turtle handling procedures and protocols outlined in Section 1 of the Ontario Species at Risk Handling Manual: For Endangered Species Act Authorization Holders (provided in the Contractor Information Package; <b>Appendix F</b>). This person should be onsite at all times (when required) for the potential capture, temporary holding, transfer and release of any turtles encountered during construction. A minimum of two holding tubs and cotton sacks should be onsite at all times.</li><li>• If construction is planned to commence during the turtle nesting period, prior to site preparation a turtle nesting search should be completed to identify turtle nests. If nests are encountered, the MNRF must be consulted immediately. Nests should be relocated to an appropriate facility for incubation with MNRF approval. Contact information for MNRF Authorized Wildlife Rehabilitator can be found in SAR Information Sheets (<b>Appendix F</b>).</li><li>• Drainage work activity related to excavation of sediment or disturbance to banks should be avoided during the sensitive timing windows for turtles.</li><li>• During turtle hibernation periods, water in drains or ditches cannot be reduced.</li><li>• Prior to commencement of daily activity, the area should be cleared of turtles and turtle nests by a specially trained staff member or qualified biologist.</li></ul>
Spiny Softshell	<ul style="list-style-type: none"><li>• Do not disturb a turtle encountered laying eggs and do not conduct activities within 20 m of the turtle while it is laying eggs.</li><li>• If conducting drainage works during a species sensitive timing window and one or more individuals belonging to a turtle species is encountered:<ul style="list-style-type: none"><li>◦ Trained staff/worker or qualified biologist shall capture and transfer all injured and uninjured individuals of that species to a holding tub</li><li>◦ Capture and transfer all individuals injured as a result of the drainage work activity into a holding tub separate from any holding tub containing uninjured individuals</li><li>◦ Ensure that the holding tub with captured individuals is stored at a cool temperature until the individuals can be retrieved or transferred</li><li>◦ Contact the MNRF immediately to seek advice and arrange for transfer and/or removal</li></ul></li><li>• If a nest is uncovered during construction, immediately stop all activity near the nest. Cover the nest with soil or organic material. Do not drive within 5 m of the nest and contact the MNRF within 24 hours if no eggs or individuals were captured/collected.</li><li>• Isolate material stockpile areas with fencing.</li><li>• Any injured captured turtles should be stored outside of direct sunlight and the MNRF should immediately be contacted to seek direction and to arrange for transfer.</li><li>• Machinery should be inspected each morning (e.g. under vehicles) for presence of turtles.</li><li>• Uninjured individuals captured during drainage works, are to be released within 1 hour of capture, out of harm’s way no more than 125 m of where it was found, unless absolutely necessary. If it is not possible to relocate the turtle within 125 m of the capture location, contact the MNRF for further direction. MNRF may require transport of turtle(s) to MNRF Authorized Wildlife Rehabilitator or Veterinarian. Contact information can be found in <b>Appendix F</b>.</li><li>• If the methods of handling turtles outlined in subsection 1.3 of the Handling Protocol are not possible due to a turtle’s injuries, use a shovel or flat object to pick up the turtle, ensuring that injured areas are supported and place in a large plastic bin or bucket with a lid with air holes. Immediately transport the turtle to an MNRF Authorized Wildlife Rehabilitator or Veterinarian and contact the MNRF. Contact Information for Authorized Wildlife Rehabilitator can be found in <b>Appendix F</b> and on SAR Information Sheets (<b>Appendix F</b>). See subsection 1.7 of the Handling Manual (included in the Contractor Information Package; <b>Appendix F</b>) for more details.</li><li>• <b>Complete a SAR Encounter Reporting Form included in the Contractor Information Package (<b>Appendix F</b>).</b></li></ul>



### 7.2.3 Species Specific Mitigation Measures for Aquatic Species

Review of background information including, DFO's Aquatic SAR Mapping (Map 29 of 33), NHIC and MNRF Agreement<sup>2</sup> identified 10 fish and 10 mollusc species listed as endangered or threatened under the ESA, 2007 with occurrence records within and/or adjacent to the Study Area. Of the 20 aquatic SAR identified only two fish species have been included in the Plan based on the presence of suitable habitat within the Study Area drains.

Although suitable habitat for SAR mussel species was not identified during our background review and site visits, if at any time a mussel species (of any type) are encountered, stop work and contact DFO for direction on how to proceed. A SAR Information Sheet for mussels species found during the background review has been provided in **Appendix F**.

Watercourses and drains identified during the background review and subsequent field investigations found all features to be of warm water thermal regime and to support warm water fish species. **Table 8** below indicates the in-water timing window restriction for warm water fish species. **Table 9** provides a list of recommended measures to follow to avoid impacts to fish species. As previously mentioned, activities that affect a species listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08 still require a permit to conduct drainage works (see **Appendix D** for details). DFO's *Guidance for Maintaining and Repairing Municipal Drains in Ontario version 1.0* (2017) document should be consulted when conducting all drainage works.

**Table 8: In-water Timing Window Restriction for Warm Water Fish Species**

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes <sup>1</sup>	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
In-water Restriction																																				

<sup>1</sup>Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

<sup>2</sup> Agreement under Section 23 of O.Reg. 242/08 made under the ESA, 2007 (File # AY-23D-010-10).



Table 9: Mitigation Measures for Aquatic Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Aquatic Species within the Study Area
Pugnose Shiner	<ul style="list-style-type: none"> <li>• Consult with MNRF if in-water timing window restrictions cannot be adhered to.</li> <li>• Allow for fish salvage within the isolated work area prior to dewatering.</li> <li>• Limit duration of in-water work as much as possible.</li> <li>• Conduct in-stream work during periods of low flow to reduce the risk to fish and their habitat and to allow work in-water to be isolated from flows.</li> <li>• Schedule work to avoid wet, windy, and rainy periods that may increase erosion and sedimentation. Suspend in-stream work immediately if sedimentation is detected.</li> <li>• Implement water quality monitoring if required.</li> <li>• Ensure equipment is clean and free of leaks. Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.</li> <li>• Alter activities to reduce disturbance to species and habitat and follow current DFO Measures to Avoid Harm</li> </ul>
Spotted Gar	<ul style="list-style-type: none"> <li>• If federally listed SAR fish are encountered or have the potential to be present, contact the DFO to review next steps.</li> <li>• If SAR encountered, complete a SAR Encounter Reporting Form that will be included in the annual reporting.</li> </ul>



### 7.2.4 Species Specific Mitigation Measures for Bird Species

Environment and Climate Change Canada (ECCC) identifies general nesting periods for migratory birds in Canada. Essex County is located within nesting zone C1, **Table 10** provides the RAPs for two habitat types: open field habitat and forest habitat. The RAPs provided are based on 61-100% of the migratory bird species predicted to be nesting during the identified time period (as indicated on the ECCC C1 nesting zone table).

**Table 10: Restricted Activity Period for Bird Species**

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes <sup>1</sup>	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Open																																				
Forest																																				

<sup>1</sup>Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNR Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).





Based on our review of potential SAR birds to occur within the Study Area, the following mitigation measures are recommended while conducting drainage work activities:

**Table 11: Mitigation Measures for Bird Species**

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Birds within the Study Area
Bobolink	<ul style="list-style-type: none"> <li>• Planning activities should include review of area for potential habitat (including box culverts and bridges for Barn Swallow nests).</li> <li>• Limit construction footprint where possible.</li> <li>• Conduct work outside of the RAP for birds where possible.</li> </ul>
Eastern Meadowlark	<ul style="list-style-type: none"> <li>• Pre-construction activities should include bird nest sweeps if activities occur during migratory bird sensitive timing window identified in <b>Table 10</b>, above.</li> <li>• Protect active nests by flagging or fencing off an appropriate setback distance.</li> <li>• Suspend activity if active habitat is discovered that cannot be adequately setback from.</li> </ul>
Barn Swallow	<ul style="list-style-type: none"> <li>• Maintain habitat connections where possible during activities.</li> <li>• Implement measures to restore lost habitat/ habitat connections.</li> <li>• If sensitive habitat is on site, a qualified biologist should be on site daily.</li> <li>• If SAR encountered, complete a SAR Encounter Reporting Form that will be included in the annual submission to the MNRF.</li> </ul>



### 7.2.5 Species Specific Mitigation Measures for Vegetation Communities

Potential impacts to plant SAR may include trampling by personnel or equipment, alteration of growing conditions (e.g. soil compaction, sunlight availability, and moisture regime), disturbance to localized seed bank and introduction of invasive species. Mitigation measures that will be incorporated during drainage work activities to minimize the impacts to adjacent forest communities and SAR vegetation include:

- Planning activities should include review of area for identification of potential SAR vegetation.
- Limit construction footprint where possible to minimize the disturbance to plant species.
- Installing temporary erosion and sediment control measures prior to activity, and maintaining them throughout activity, including routinely inspecting and repairing them, as required. Enhanced sediment and erosion control measures will be implemented for sensitive areas where SAR habitat has been identified within and abutting the work site.
- Vegetation that does not require removal for the purposes of construction will be protected through the installation and maintenance of temporary vegetation protection fencing (e.g. snow fencing or erosion sediment control fencing). This includes protection of any SAR trees identified.
- Equipment, materials and other construction activities will not be permitted in zones delineated for protection.
- If drainage work activity cannot be undertaken without disturbing a SAR plant(s), the Town should contact the MNRF for additional site-specific measures.
- Operational procedures and Best Management Practices for handling material and excess material, and spill prevention will be implemented. Vehicular and equipment maintenance and refuelling will be carried out in a controlled manner, and where applicable, at designated maintenance areas. Refuelling will not be permitted within 30 m of any forest, or watercourse.
- Stabilize and re-vegetate exposed soil surfaces as soon as possible following activities, using native groundcover seed mixes and plantings.



## **SCHEDULE C**

### **MITIGATION PLAN**

The Municipality shall undertake measures to minimize adverse effects on species at risk in accordance with the general conditions described in Part B and taxa-specific conditions described in Part C, and the monitoring and reporting requirements described in Part D of this Mitigation Plan.

#### **PART A. DEFINITIONS**

##### **1. Definitions:**

1.1. In this Schedule, the following words shall have the following meanings:

"DFO" means Fisheries and Oceans Canada;

"MNR" means the Aylmer District Office of the Ministry of Natural Resources;

"Contact" means to contact the MNR in accordance with the notification/contact schedule provided to the Municipality by the MNR Designated Representative from time to time;

"Holding Tub" means a large, light-coloured container fitted with a non-airtight latchable lid approved by the MNR for the temporary storage of captured snakes, turtles, amphibians, birds or eggs;

"Interagency Notification Form" means the form issued by DFO, available at [www.dfo-mpo.gc.ca](http://www.dfo-mpo.gc.ca), which is required to be completed when a drain is being maintained or constructed;

"Monitoring and Reporting Form" means the document that must be completed by the Municipality in accordance with Part D to this Schedule and will be provided to the Municipality;

"Ontario Operational Statement" means one of the documents issued by DFO, available at [www.dfo-mpo.gc.ca](http://www.dfo-mpo.gc.ca), that sets out the conditions and measures to be incorporated into a project in order to avoid negative impacts to fish and fish habitat in Ontario, as modified from time to time;

"Process Charts" means the charts attached as Part E to this Schedule which describe the steps set out in this Mitigation Plan;

"Seasonal Timing Windows Chart" means the chart attached as Part G to this schedule which describes the Sensitive Periods applicable to each Taxonomic Group;

"Sensitive Area" means a geographic area in the Municipality where additional mitigation measures are required to be undertaken for one or more Taxonomic Groups;

"Sensitive Areas Map" means any one of the maps attached as Part F to this schedule which sets out the applicable Sensitive Areas;

"Sensitive Period" means a time of year set out in the Seasonal Timing Windows Chart during which taxa-specific mitigation measures are required to be undertaken for a Taxonomic Group because of ambient air/water temperatures, water-levels or important life-history stages;

"Taxonomic Group" means the distinct group comprising one or more Species based on their taxonomic relationship and common approaches to mitigating adverse effects (i.e., fish, mussels, turtles, snakes, amphibians, birds or plants); and

"Work Zone" means the geographic area in the Municipality where an Activity in respect of one of the Drainage Works is being conducted.

- 1.2. For greater certainty, any defined terms that are not defined in section 1.1 have the same meanings as in the Agreement.

## **PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS**

### **2. Process Charts**

- 2.1. The general steps set out in this Part B are visually described in the Process Charts (Part E).

### **3. Review of Documentation**

- 3.1. Prior to conducting any Activities in respect of the Drainage Works the Municipality shall determine if conditions apply to the place, time or manner in which the Municipality wishes to pursue them by reviewing:
  - (a) the Sensitive Areas Maps (Part F) to determine if the Work Zone for the proposed Activities will occur within a Sensitive Area;
  - (b) the DFO Reference Guide for Fish and Mussel Species at Risk Distribution Maps: A Referral Review Tool for Projects Affecting Aquatic Species at Risk;
  - (c) the Seasonal Timing Windows Chart (Part G) to determine if the proposed Activities will occur during a Sensitive Period for one or more of the Taxonomic Groups; and
  - (d) the Process Charts to determine if prior notification is required;
  - (e) the mitigation measures for each applicable Taxonomic Group in Part C to determine what additional site-specific mitigation measures, if any, are required.
- 3.2. The Municipality shall document the results of the review undertaken in accordance with section 3.1 using the Monitoring and Reporting Form.

### **4. Sensitive Areas Maps**

- 4.1. The Sensitive Areas Maps contain sensitive information about the distribution of species at risk, are provided for the sole purpose of informing this Agreement and are not to be copied or distributed for any other purposes or to any other party without the prior written authorization of the MNR Designated Representative.

### **5. Prior Notification to Seek Direction**

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:
  - (a) in a place;
  - (b) at a time; or
  - (c) in a manner,that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation

measures to minimize adverse effects on the Species and, if applicable, to identify such measures.

- 5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:
- (a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*, or
  - (b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.
- 5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

## **6. General Mitigation Measures**

- 6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:
- (a) undertake the mitigation measures for sediment control and for erosion control and bank stabilization set out in The Drain Primer (Cliff Evanitski 2008) published by DFO (ISBN 978-0-662-48027-3), unless otherwise authorized in writing by the MNR Designated Representative;
  - (b) use net free, 100% biodegradable erosion control blanket for all erosion control or bank stabilization done in conjunction with their Activities or, if authorized in writing by the MNR Designated Representative, alternative erosion control blankets that provide equal or greater protection to individual Species; and
  - (c) where applicable, follow the guidelines set out in the following Ontario Operational Statements:
    - (i) Beaver Dam Removal;
    - (ii) Bridge Maintenance;
    - (iii) Culvert Maintenance;
    - (iv) Isolated Pond Construction;
    - (v) Maintenance of Riparian Vegetation in Existing Right of Ways; and
    - (vi) Temporary Stream Crossing.

## **PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS**

### **ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES**

#### **7. Activities undertaken in Sensitive Areas for Fish**

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a fish Species, the Municipality shall Contact the MNR to seek further direction.
- 7.2. Section 7.1 does not apply where the applicable Drainage Works are:
  - (a) in a naturally dry condition;
  - (b) classified as a Class F drain under DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
  - (c) a closed drain.

### **ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES**

#### **8. Activities undertaken in Sensitive Areas for Mussels**

- 8.1. Subject to section 8.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.
- 8.2. Section 8.1 does not apply where the applicable Drainage Works are:
  - (a) in a naturally dry condition;
  - (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
  - (c) a closed drain.

### **ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES**

#### **9. Training and Required On Site Materials for Turtles**

- 9.1. The Municipality will ensure any person:
  - (a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and
  - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

#### **10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles**

- 10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:
  - (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
  - (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
  - (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and

- (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

- (a) in a naturally dry condition;
- (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
- (c) a closed drain.

#### **11. Measures for Encounters with Turtles During a Sensitive Period**

- 11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
  - (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
  - (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
  - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

#### **12. Measures for Encounters with Turtles Laying Eggs or Nest Sites**

- 12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:
- (a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;
  - (b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;
  - (c) store all captured injured individuals and collected eggs out of direct sunlight;
  - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;
  - (e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
  - (f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
  - (g) not place any dredged materials removed from the Drainage Works on top of the nest site;
  - (h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and
  - (i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.

### **13. Measures for Encounters with Turtles Outside of a Sensitive Period**

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
  - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
  - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
  - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
  - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

### **14. Release of Captured Individuals Outside of a Sensitive Period**

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

### **15. Measures for Dead Turtles**

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
  - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

## **ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES**

### **16. Training and Required On Site Materials for Snakes**

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
  - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.



## **17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes**

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
  - (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
  - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
  - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

## **18. Measures for Encounters with Snakes During a Sensitive Period**

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
  - (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
  - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
  - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
  - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
  - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

## **19. Measures for Encounters with Snake Nests**

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
  - (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
  - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
  - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;

- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

## **20. Measures for Encounters with Snakes Outside of a Sensitive Period**

- 20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) follow the requirements in section 16;
  - (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
  - (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
  - (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
  - (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
  - (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

## **21. Release of Captured Individuals Outside of a Sensitive Period**

- 21.1. Where uninjured individuals are captured under section 20.1, they shall be released:
- (a) within 24 hours of capture;
  - (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
  - (c) in an area that will not be further impacted by the undertaking of any Activity; and
  - (d) not more than 250 metres from the capture site.

- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

## **22. Measures for Dead Snakes**

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
  - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

## **ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS**

### **23. Activities Undertaken in Sensitive Areas for Herbaceous Plants**

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
  - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
  - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
  - (d) not use any broad spectrum herbicides in Sensitive Areas; and
  - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

## **ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES**

### **24. Additional Measures for Butternut**

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
  - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
  - (c) conduct Activities by:
    - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
    - (ii) working around trees,

- (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
- (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals, and
- (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

## **25. Measures for Other Trees**

- 25.1. Where Kentucky Coffee-tree may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark all individual Kentucky Coffee-tree within the Work Zone during work planning site visits;
  - (b) avoid disturbance to all individuals identified under (a) above, unless otherwise authorized in writing by the MNR Designated Representative;
  - (c) conduct Activities by:
    - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance where any of the individuals occur,
    - (ii) working around trees,
    - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and
    - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
  - (d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

## **PART D. MONITORING AND REPORTING REQUIREMENTS**

### **26. Compliance Monitoring.**

- 26.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.
- 26.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

### **27. Reporting**

- 27.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 26.1 and 26.2 during the previous twelve months to the MNR Designated Representative.

## **28. Review**

- 28.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.



## APPENDIX "REI-C"





## **STANDARD SPECIFICATIONS** **FOR ACCESS BRIDGE CONSTRUCTION**

### **1. PRECAST CONCRETE BLOCK & CONCRETE FILLED JUTE BAG HEADWALLS**

After the Contractor has set the endwall foundations and the new pipe in place, it shall completely backfill same and install new precast concrete blocks or concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. All concrete used for headwalls shall be a minimum of 30 mPa at 28 days and include 6% +/- 1% air entrainment.

Precast concrete blocks shall be interlocking and have a minimum size of 600mmX600mmX1200mm. Half blocks shall be used to offset vertical joints. Cap blocks shall be a minimum of 300mm thick. A foundation comprising minimum 300mm thick poured concrete or precast blocks the depth of the wall and the full bottom width of the drain plus 450mm embedment into each drain bank shall be provided and placed on a firm foundation as noted below. The Contractor shall provide a levelling course comprising a minimum thickness of 150mm Granular "A" compacted to 100% Standard Proctor Density or 20mm clear stone, or a lean concrete as the base for the foundation. The base shall be constructed level and flat to improve the speed of installation. Equipment shall be provided as required and recommended by the block supplier for placing the blocks such as a swift lift device for the blocks and a 75mm eye bolt to place the concrete caps,. The headwall shall extend a minimum of 150mm below the invert of the access bridge culvert with the top of the headwall set to match the finished driveway grade, unless a 150mm high curb is specified at the edge of the driveway. To achieve the required top elevation, the bottom course of blocks and footing may require additional embedment into the drain bottom. The Contractor shall provide shop drawings of the proposed wall for approval by the Drainage Superintendent or Engineer prior to construction.

Blocks shall be placed so that all vertical joints are staggered. Excavation voids on the ends of each block course shall be backfilled with 20mm clear stone to support the next course of blocks above. Walls that are more than 3 courses in height shall be battered a minimum of 1 unit horizontal for every 5 units of vertical height. The batter shall be achieved by careful grading of the footing and foundation base, or use of pre-battered base course blocks. Filter cloth as specified below shall be placed behind the blocks to prevent the migration of any fill material through the joints. Backfill material shall be granular as specified below. Where the wall height exceeds 1.8 metres in height, a uni-axial geogrid SG350 or equivalent shall be used to tie back the walls and be installed in accordance with the manufacturer's recommendations. The wall face shall not extend beyond the end of the access bridge pipe. Non-shrink grout shall be used to fill any gaps between the blocks and the access bridge pipe for the full depth of the wall. The grout face shall be finished to match the precast concrete block walls as closely as possible.

When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, and extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 30 mPa at 28 days and shall include 6% ± 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in

the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 450mm (18") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Drainage Superintendent and the Engineer.

## **2. QUARRIED LIMESTONE ENDWALLS**

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

## **3. BRIDGE BACKFILL**

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Drainage Superintendent and Engineer.

## **4. GENERAL**

Prior to the work commencing, the Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Drainage Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, or the Municipality, the Engineer, and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

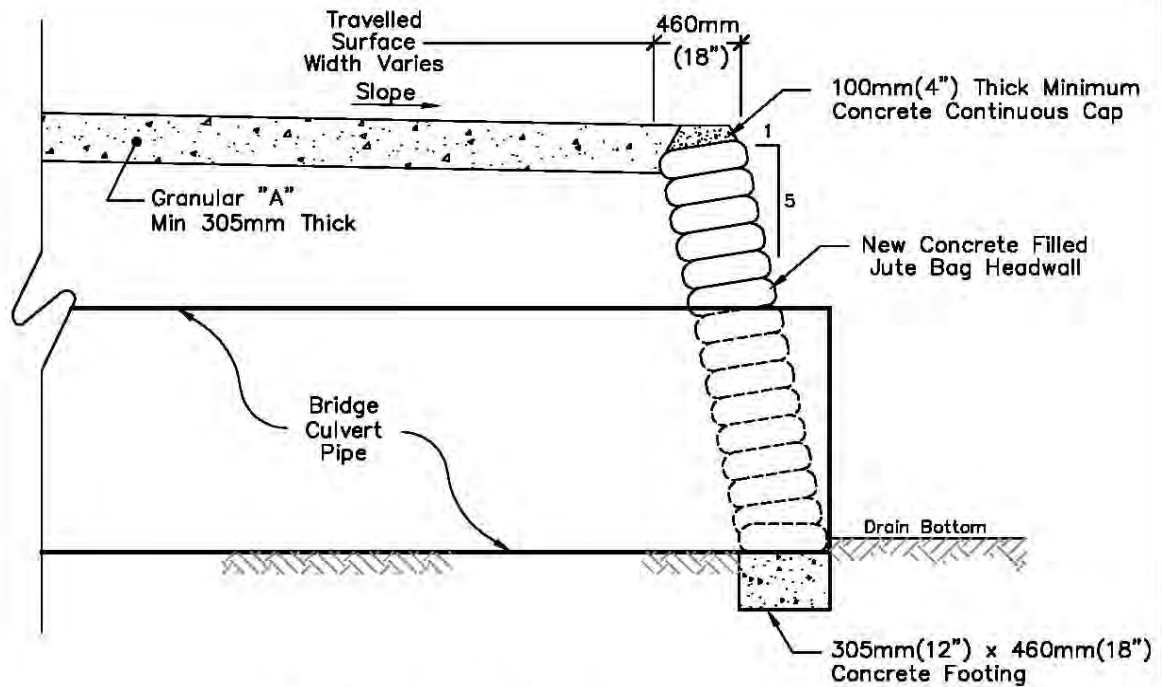
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations and Ontario Traffic Manual Book 7.

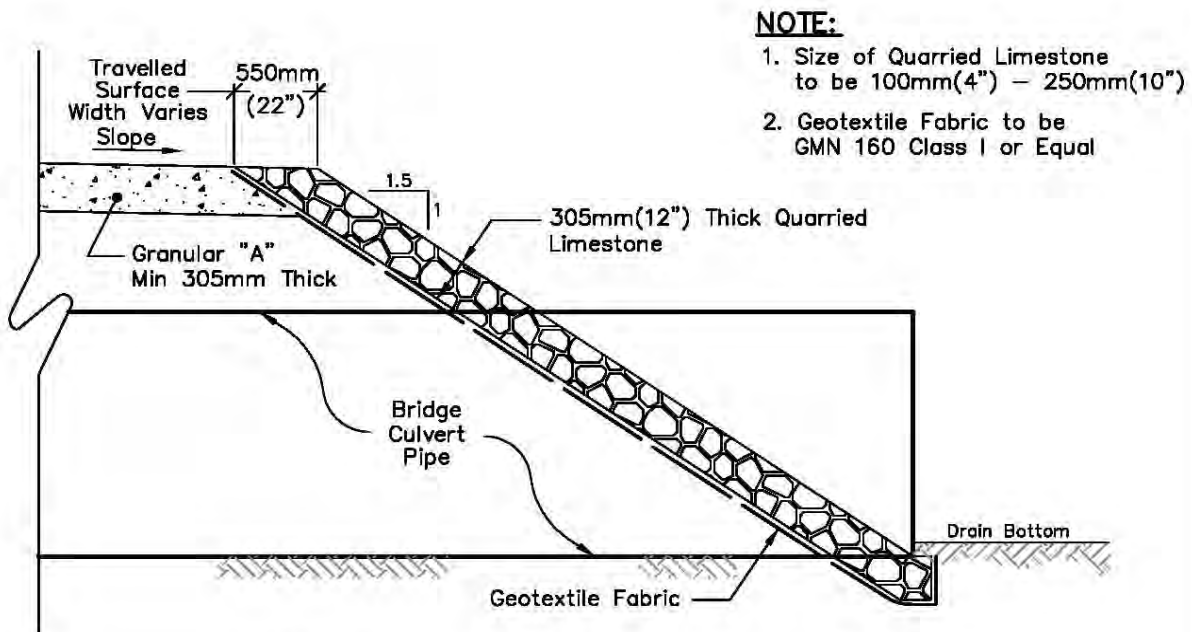
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Drainage Superintendent and Engineer.



Typical Jute Bag Headwall

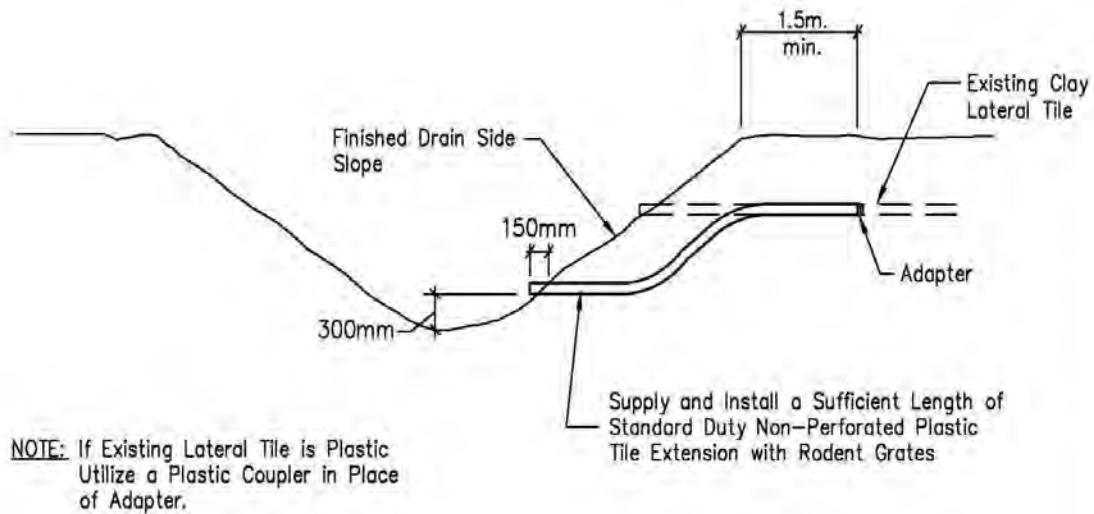


**NOTE:**

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal

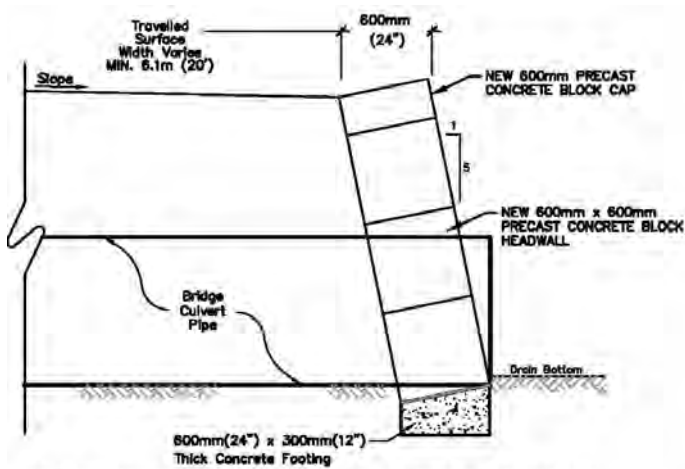
Typical Quarried Limestone End Protection

***Rood Engineering Inc.***  
**Consulting Engineers**  
 9 Nelson Street  
 Leamington, Ontario N8H 1G6  
 519-322-1621



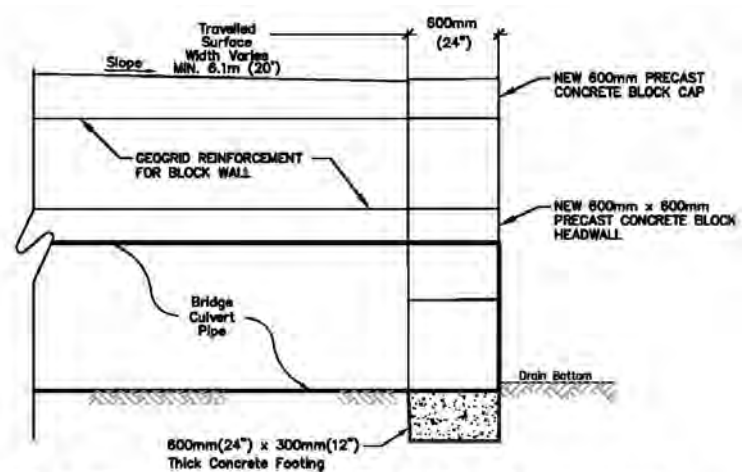
## STANDARD LATERAL TILE DETAIL

N.T.S.



**TYPICAL PRECAST CONCRETE BLOCK END PROTECTION**

Scale = N.T.S.



**TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION**

Scale = N.T.S.

### **Block Headwall Installation Instructions for Culverts**

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with ¾" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.

## APPENDIX "REI-D"





THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2007-51

Being a by-law to amend By-law No. 2007-41 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

**WHEREAS** Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

**AND WHEREAS** Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass by-laws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

**AND WHEREAS** in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

**AND WHEREAS** Section 444 of the *Municipal Act* 2001, c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh enacted By-law No. 2007-41 on the 26<sup>th</sup> day of June, 2007 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh is desirous of amending By-law No. 2007-41;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

1. **That** paragraph 4.9 be deleted and replaced with the following paragraph:
  - 4.9 Permitted fires, except those described in Section 4.4, shall,
    - a) be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height; and,
    - b) in residentially zoned areas, be completely extinguished by 2:00 a.m.
2. **That** paragraph 5.2 be deleted and replaced with the following paragraph:
  - 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services.

3. **That** paragraph 5.3 be deleted and replaced with the following paragraph:

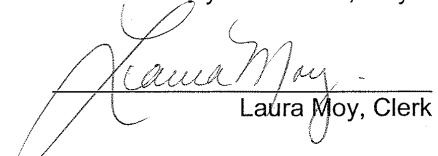
5.3 An application must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services. Approved permits must be retained and presented to an attending fire official in the event that there is a need for a fire official to attend at the burn location due to complaint.

4. **That** this by-law shall take full force and effect on the third and final reading.

**READ** a first, second, third time and finally passed this 11<sup>th</sup> day of September, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

## THE CORPORATION OF THE TOWN OF TECUMSEH

### BY-LAW NUMBER 2007-41

A by-law to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

**WHEREAS** Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing on the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

**AND WHEREAS** Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass bylaws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

**AND WHEREAS** in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

**AND WHEREAS** Section 444 of the *Municipal Act* 2001 c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

**AND WHEREAS** Section 446(1) of the *Municipal Act* 2001 c.25 states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may:

- provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;
- enter upon land at any reasonable time;
- recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and
- that costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs;
- the costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

**AND WHEREAS** Section 390 of the *Municipal Act* 2001 c.25 provides that a "person" includes a municipality and a local board and the Crown;

**AND WHEREAS** Section 426 of the *Municipal Act* 2001 c. 25 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person exercising a power or performing a duty under this Act or a by-law under this Act and that any person who contravenes subsection (1) is guilty of an offence;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

**1. DEFINITIONS**

In this By-law:

- 1.1 "Burning Appliance" means any device designed or engineered to have a fire set within a contained area and totally enclosed by various means of screening and/or other methods.
- 1.2 "By-law Enforcement Officer" means the municipal person appointed by the Town of Tecumseh who shall be responsible for the enforcement of the provisions of this by-law.
- 1.3 "Chief Fire Official" means the Fire Chief of the Tecumseh Fire/ Rescue Services or designate.
- 1.4 "Competent Adult" means any person (18 years of age or older) who, in the opinion of those charged with enforcement of this By-Law, is capable of exercising the required judgement and capable of performing the necessary actions to control and prevent its unwanted spread.
- 1.5 "Farmer" means the owner or operator of an agricultural operation within an area zoned for agricultural pursuant to the *Farming & Food Protection Act*, 1998.
- 1.6 "Farmlands" means land designated "agricultural".
- 1.7 "Firefighter" means any person or any rank of person employed in, or appointed to the Tecumseh Fire/Rescue Services and assigned to undertake fire protection or fire prevention services.
- 1.8 "Full Cost Recovery Basis" has the meaning as described in Schedule "A" attached hereto.
- 1.9 "Open Air" means any open place, yard, field, lot, part lot or construction area which is not enclosed by a building or structure.
- 1.10 "Open Air Burning" means any fire set in the Open Air.
- 1.11 "Owner" means the registered owner or any person, firm or corporation having control over, or possession, of any portion of the building or property under consideration and includes the persons in the building or on the property.
- 1.12 "Permit" means a permit issued by the Chief Fire Official to set a fire in the Open Air for a specified date and period of time.
- 1.13 "Person" means an individual, business, a partnership or a corporation.
- 1.14 "Pit" means an area dug into the ground and/or surrounded by materials designed to contain the fire and prevent its spread to areas beyond the Pit.
- 1.15 "Police Officer" means any member of the Ontario Provincial Police.
- 1.16 "Tenant" means the occupant having possession or Person having control of a property or premises.
- 1.17 "Town" means The Corporation of the Town of Tecumseh.

**2. ADMINISTRATION AND ENFORCEMENT**

- 2.1 The Chief Fire Official shall be responsible for the administration of this by-law.
- 2.2 Enforcement of this by-law is the responsibility of the Chief Fire Official, any Fire-fighter, any Police Officer or any By-law Enforcement Officer.
- 2.3 The Chief Fire Official may refuse to issue a Permit or revoke any or all issued Permits.
- 2.4 The Fire Chief, Firefighters or Police Officers may, at all times enter and inspect any property or premises in order to ascertain whether the provisions of this by-law are complied with and to enforce or carry into effect the by-law.
- 2.5 Any person who fails to comply with the provisions of this by-law or fails to extinguish a fire once notification to do so has been given to him by the Chief Fire Official, a Police Officer or a Firefighter shall, in addition to any penalty provided herein, be liable to the municipality for all expenses incurred for the purposes of controlling and extinguishing of any fire so set or left to burn and such expenses may be recovered by court action or in a like manner as municipal taxes.

**3. ENVIRONMENT**

- 3.1 All Open Air Burning shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990. c. E19.
- 3.2 No Open Air Burning shall be permitted when a smog alert has been issued for the region of Essex County, which includes the Town.
- 3.3 No Open Fire shall be started or maintained when wind condition is in such direction or intensity so as to cause any or all of the following:
  - (a) decrease in visibility on any highway or roadway;
  - (b) threaten a rapid spread of fire through a grass or brush area;
  - (c) smoke which causes annoyance or irritation to adjacent persons, properties or premises.

**4. GENERAL PROVISIONS**

- 4.1 No Person being the Owner or Tenant in possession of lands within the Town shall allow a fire to be set or burn on such lands unless a Permit has been obtained.
- 4.2 No Person shall allow a fire to be set or burned exceeding the requirements of Sections 4.8 and 4.9.
- 4.3 Notwithstanding any provisions herein, no Person shall set or maintain a fire,
  - (a) in contravention of the *Ontario Fire Code*, the *Environmental Protection Act* or any other statutory requirements of the Province of Ontario or the Government of Canada;
  - (b) where the consumption of material or size and area of the fire will exceed the limits set by the Chief Fire Official and/or listed within this by-law in Sections 4.8 and 4.9.

- 4.4 (a) No Permit shall be required for domestic barbeques or permanent outdoor fireplaces used solely for the cooking of food on a grill and extinguished immediately upon completion of the cooking process or any Burning Appliance, or a Pit or open area where the requirements of Sections 4.8 and 4.9 are not exceeded;
- (b) installation and location of Burning Appliances must meet the manufacturer's specifications.
- 4.5 (a) A farmer who intends to set or maintain a fire in the Open Air on a specified day for disposal of vegetable matter or vegetation on Farmlands which is normal and incidental for farming purposes shall obtain a Permit to cover the period of the proposed Open Air fire, and will be required to notify the Tecumseh Fire/Rescue Services for each day that the proposed Open Air fire will take place;
- (b) an Open Air fire shall be supervised by a Competent Adult equipped with sufficient equipment to control and contain the Open Air fire to prevent the spread of the Open Air fire that would endanger or put at risk other properties or premises;
- (c) an Open Air fire shall be restricted to daylight hours only;
- (d) an Open Air fire shall be surrounded by a tilled area wide enough to prevent an Open Air fire from jumping across the tilled area and to maintain the area of the burn to be no greater than one (1) hectare in size;
- (e) the leading edge of the flame of an Open Air fire shall not exceed thirty (30) metres in length.
- 4.6 No Person shall set any fire in the Open Air to burn asphalt products, tires, treated wood, construction materials or rubble, kitchen garbage or any garbage or trash, rubber plastics and like items.
- 4.7 No Person shall set any fire in the Open Air except where permitted and only in the presence of a Competent Adult. The Competent Adult shall not leave the burning operation until such time as the fire has been completely extinguished and there is no threat of re-ignition or spreading of the fire.
- 4.8 Every Person that starts a fire in the Open Air shall ensure that there are adequate tools and/or water on hand to contain or extinguish the fire.
- 4.9 Permitted fires, except those described in Section 4.4, shall be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height.
- 4.10 Every Person who sets an Open Air fire in the Town of Tecumseh shall be:
- (a) responsible and liable for any damage to property or injury to person occasioned by said fire;
- (b) liable for all costs incurred by the Town of Tecumseh, including but not limited to, the Fire/Rescue Services, including personnel and other agencies called to control and extinguish said fire on a Full Cost Recovery Basis. All fees and charges to be paid under this subsection shall be payable in the manner and subject any interest and penalties set forth in paragraph 5 and 6 of the Administrative Fees and Charges By-law 2007-12, as may be amended or repealed from time to time;

- (c) the fees and charges under this section shall not be payable by that class of persons which have obtained a permit for an Open Air fire and complied with the terms of such permit.

- 4.11 Notwithstanding the aforementioned sections listed herein, the Fire Chief may issue a Permit upon application and approve the setting of any fire subject to the fire being adequately supervised and controlled through special conditions addressed by the Chief Fire Official.
- 4.12 No fire shall be set to dispose of commercial, industrial or construction waste or other like materials in areas zoned for commercial or industrial occupancies and such aforementioned materials shall not be transported to residential or agricultural areas for burning purposes.
- 4.13 No fires shall be set at construction and/or demolition sites for the purpose of disposing of waste, building material or rubble.

## 5. FIRES REQUIRING PERMITS

- 5.1 Except as provided in section 4.3 of this by-law, no Person shall set, maintain or cause to be set or maintained, a fire in the Open Air unless a Permit has been issued by the Chief Fire Official.
- 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services. Such forms are available to fill out by telephone call to Tecumseh Fire Station No. 1, Monday to Friday from 08:30 hr to 16:30 hr.
- 5.3 Each completed application for a Permit must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services, at the administration offices located at 985 Lesperance Road, Tecumseh, Ontario.
- 5.4 In issuing a Permit under this part for Open Air Burning, the Chief Fire Official may impose any additional requirements or conditions as may be deemed necessary.

## 6. OFFENCES

- 6.1 (a) Any person who contravenes any of the provisions of this by-law is guilty of an Offence;
- (b) any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an Offence.

## 7. FINES

- 7.1 Every Person who is convicted of an Offence is liable to a Fine of not more than Five Thousand (\$5,000.00) Dollars as provided for in the *Provincial Offences Act*, R. S.O. 1990, Chap. P.33.

## 8. SEVERABILITY

- 8.1 If any section or sections of this by-law or parts thereof are found in any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed severable and all other sections or parts of this by-law shall be deemed separate and independent there from and enacted as such.

9. **SHORT TITLE**

- 9.1 The short title of this by-law shall be TECUMSEH OPEN AIR BURNING BY-LAW.

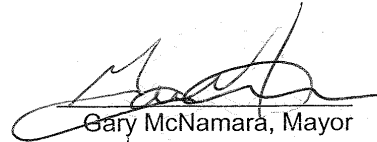
10. **EFFECTIVE DATE**

- 10.1 This by-law shall come into full force and take effect on the 1<sup>st</sup> day of July, 2007.

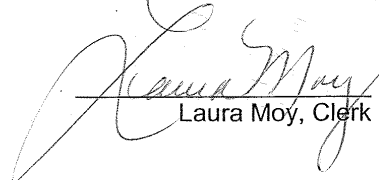
11. **REPEAL**

- 11.1 By-law No. 2005-57 is hereby repealed.

**READ** a first, second, third time and finally passed this 26<sup>th</sup> day of June, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk



SCHEDULE "A"  
By-law Number 2007-41

**THE CORPORATION OF THE TOWN OF TECUMSEH  
TECUMSEH FIRE/RESCUE SERVICES EQUIPMENT SERVICES RATES**

**"Full Cost Recovery Basis"** includes any and all charges and costs howsoever incurred by the Town directly or indirectly in controlling and extinguishing the Open Air fire and shall include without limitations:

**Emergency Services Rendered:**

- (a) \$350.00 first hour or part thereof per piece of equipment;
- (b) \$175.00 each additional half-hour or part thereof per piece of equipment;
- (c) \$42.00 first hour or part thereof per firefighter who responds to the call;
- (d) \$27.50 for each additional hour or part thereof per firefighter until all equipment is cleaned, checked and returned to service;
- (e) the cost of all extinguishing agents required to extinguish the fire.

**No Emergency Services Rendered:**

- (a) \$350.00 flat rate per piece of equipment where services are not required nor provided;
- (b) \$42.00 flat rate per firefighter who responds to the call for service.



## APPENDIX "REI-E"



WATERSHED PLAN  
OF THE  
**SHUTTLEWORTH DRAIN**  
New & Replacement Bridges, Enclosures & Maintenance  
IN THE  
(Geographic Township of Sandwich South)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

*Gerard Rood*  
GERARD ROOD, P.ENG.  
**ROOD  
ENGINEERING  
INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

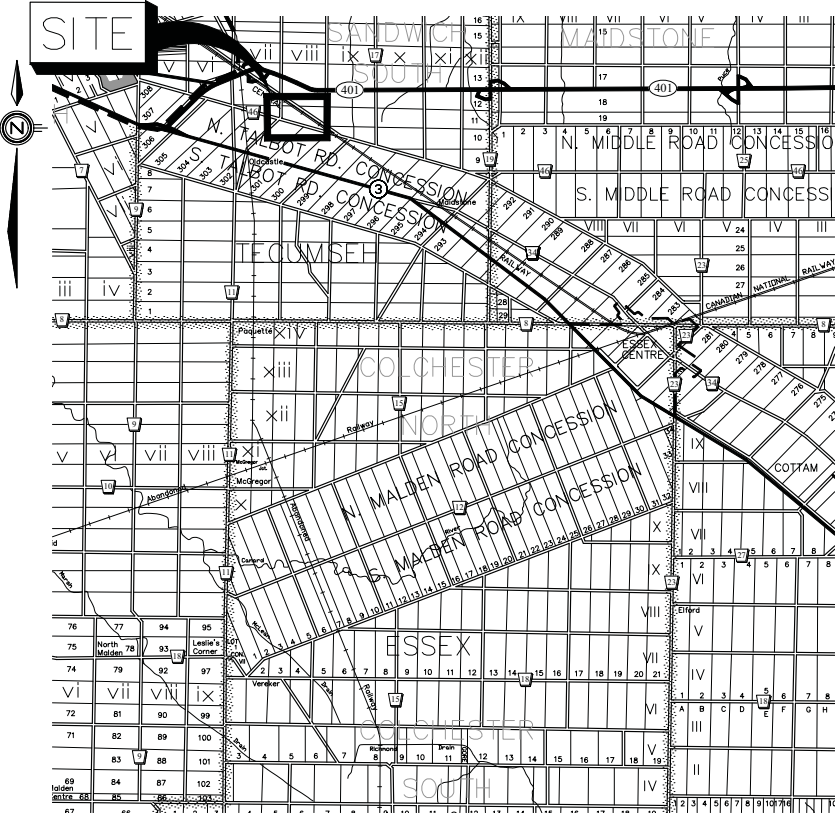


DATE: Reconsidered August 21st, 2023

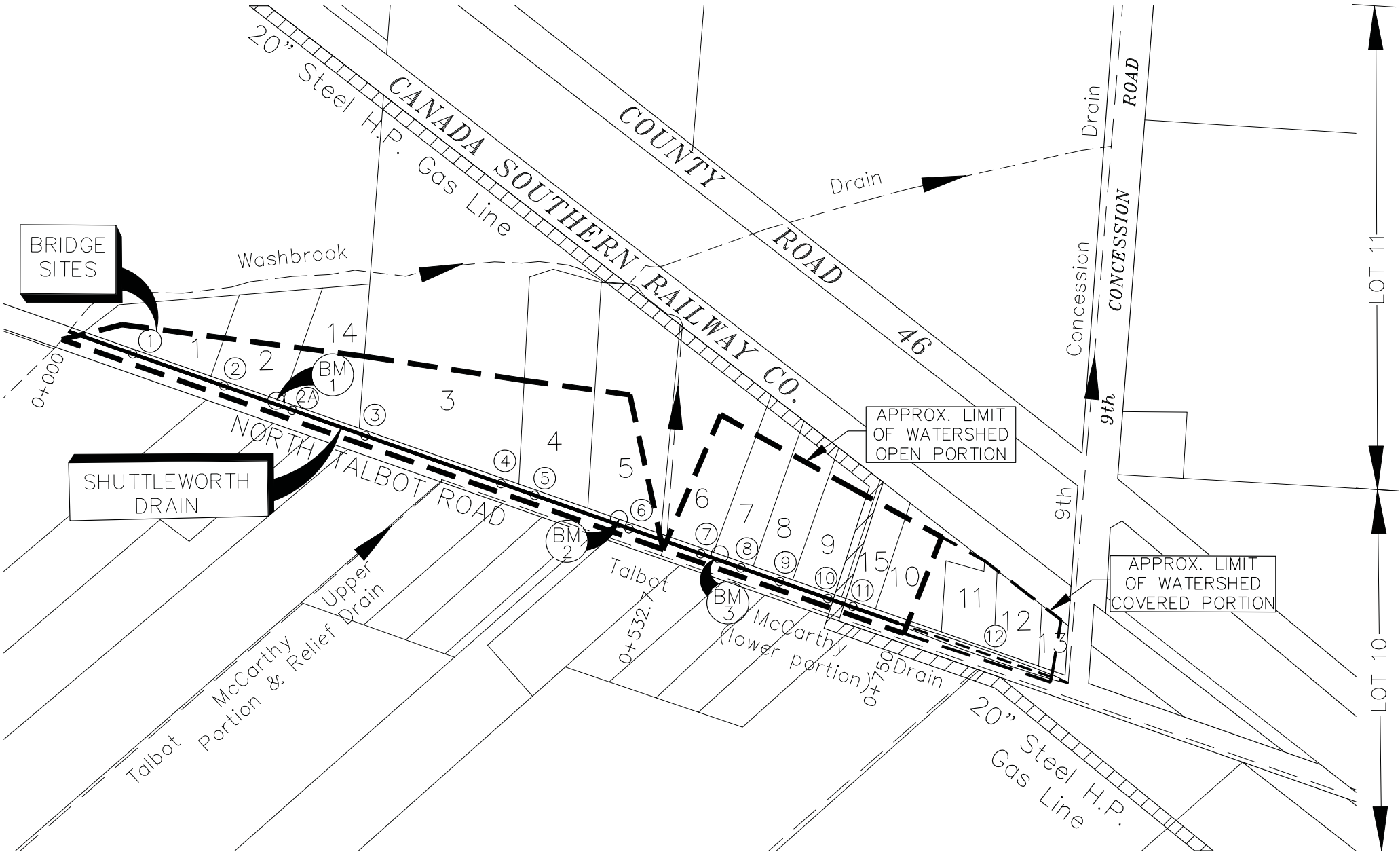
TOWN OF TECUMSEH  
MAYOR: Gary McNamara  
CLERK: Laura Moy  
DRAINAGE  
SUPERINTENDENT: Alessia Mussio

**BENCHMARKS:**

- 1) TOP NUT OF HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
ELEV: 188.722m
- 2) TOP NUT OF FH ON NORTH SIDE OF NORTH TALBOT ROAD DIRECTLY IN FRONT OF MN.5410  
ELEV: 188.632m
- 3) TOP NUT OF FH ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MN.5475 AND IN FRONT OF MN.5480  
ELEV: 188.673m



**KEY PLAN**  
Scale = 1:100,000



**SHUTTLEWORTH DRAIN WATERSHED PLAN**  
Scale = 1:2,000

- |   |   |   |  |
|---|---|---|--|
| 1. Fabio Pace & Giselle Rossi<br>(540-00800), MN 4976 | 5. Robert & Peggy Weston<br>(540-00500), MN 5410  | 9. Adam & Vittoria Fortier<br>(540-00320), MN 5520    | 13. Mark Shafer<br>(540-00100), MN 5790                              |
| 2. Gary & Linda Deneau<br>(540-00701), MN 5074        | 6. Amelia Conciatori<br>(540-00400), MN 5466      | 10. John White<br>(540-00301), MN 5648                | 14. Linda Deneau<br>(540-00703), MN 5078                             |
| 3. Town of Tecumseh<br>(540-00700), MN 5284           | 7. Emile & Marisa Nabbout<br>(540-00360), MN 5480 | 11. Ian Bristow<br>(540-00300), MN 5700               | 15. Timothy Kuhn & Sandra Vasquez<br>(540-00303 Severance), MN 56360 |
| 4. Theresa Gates<br>(540-00600), MN 5330              | 8. Ronnie & Rosa Dowhan<br>(540-00340), MN 5500   | 12. Thomas & Debra McGuinness<br>(540-00200), MN 5760 |  |

**NOTE:**  
PIPE 12 IS AN ENCLOSURE THAT INCLUDES PRIMARY ACCESSES TO THE ADJUTING PARCELS  
PARCEL 6 BRIDGE 7 WILL HAVE REPLACEMENT ENCLOSURE AND CATCH BASIN

THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: K.D.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2017D020.DWG  
FILE No.: REI2017D020  
SHEET No.: 1 OF 9

PROFILE AND SECTIONS

OF THE

SHUTTLEWORTH DRAIN

New & Replacement Bridges, Enclosures & Maintenance  
(Geographic Township of Sandwich South)

IN THE

TOWN OF TECUMSEH

IN THE

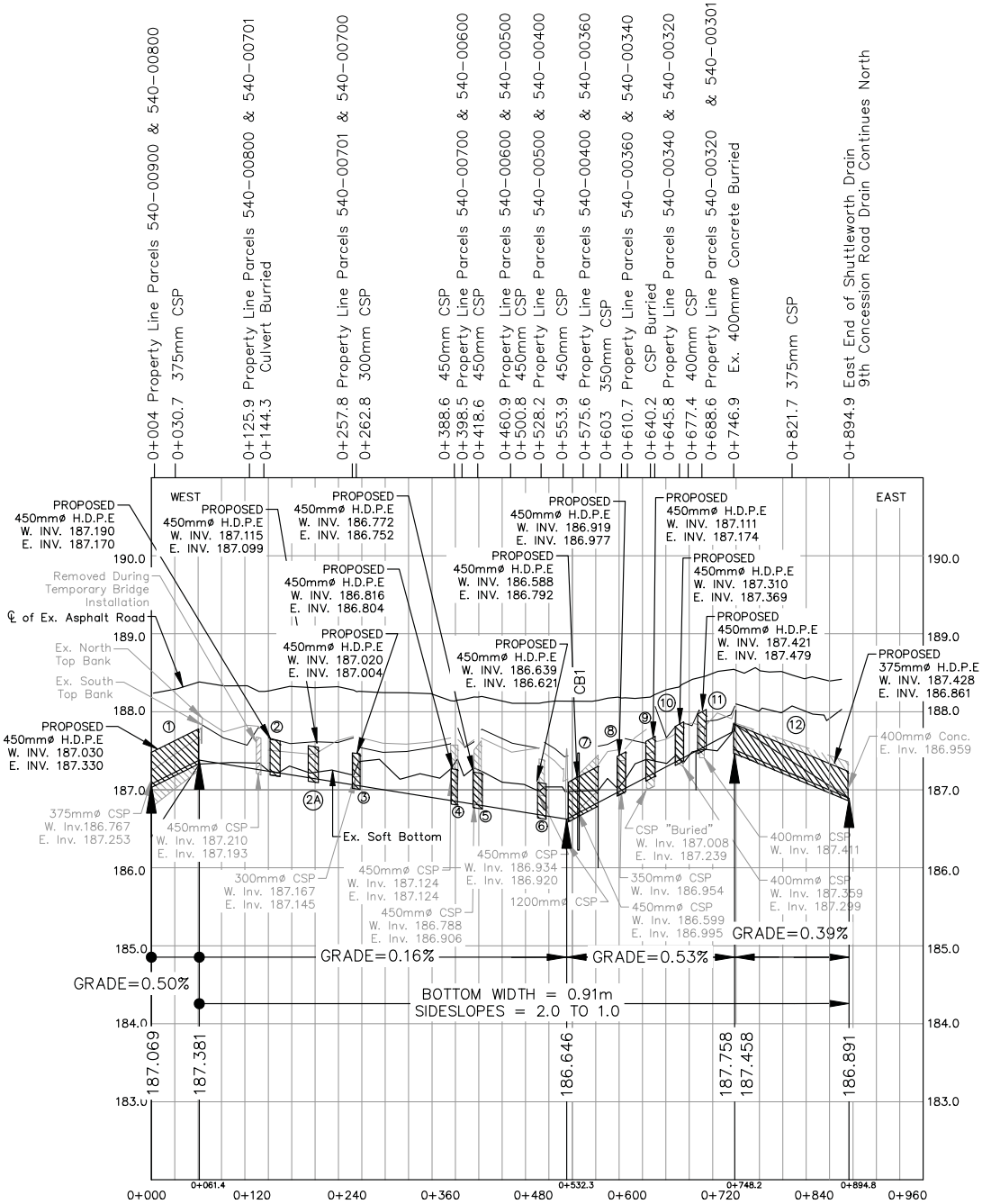
COUNTY OF ESSEX • ONTARIO

BENCHMARKS:

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ELEV: 188.722m

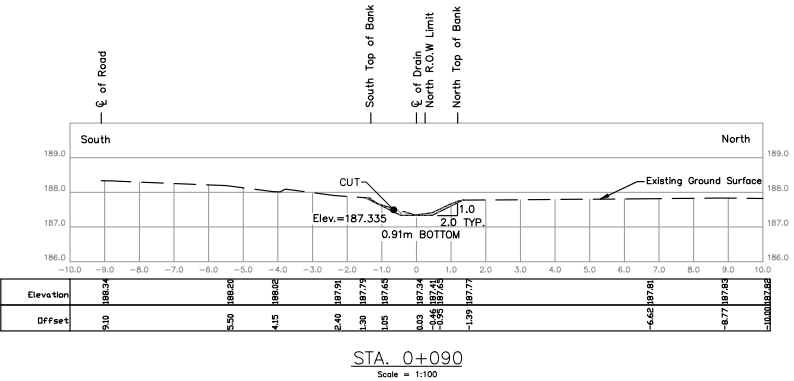
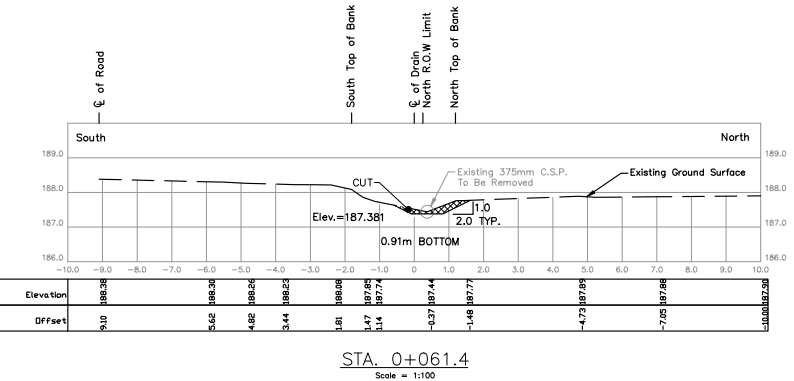
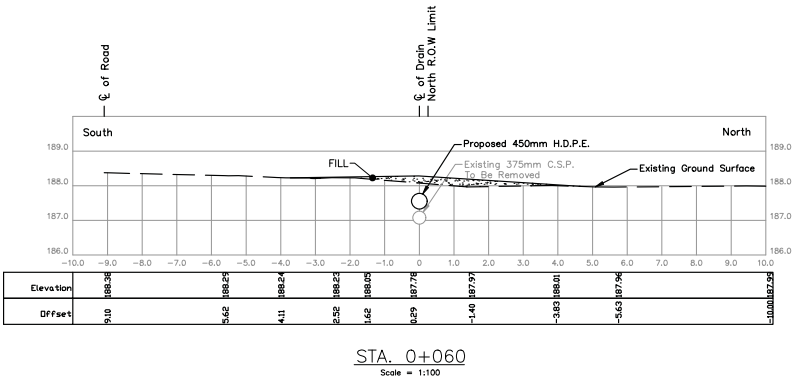
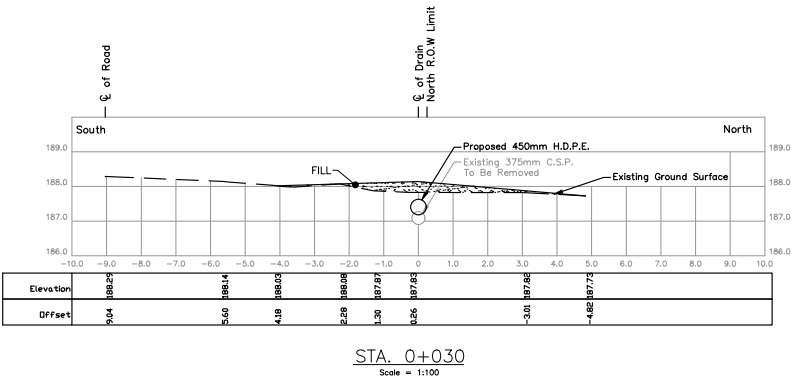
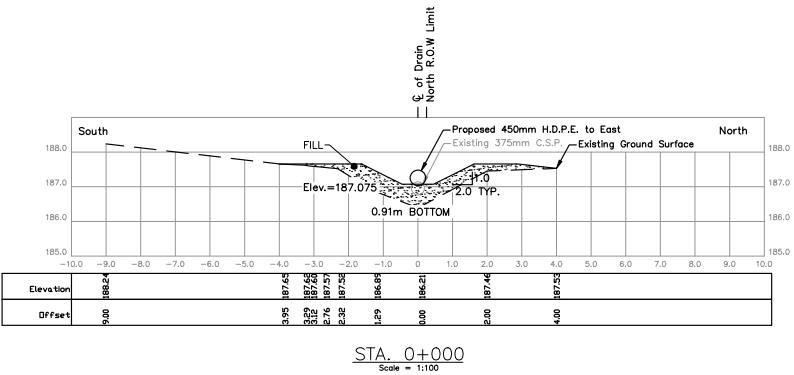
2) TOP NUT OF FH ON NORTH SIDE OF NORTH TALBOT ROAD DIRECTLY IN FRONT OF MN.5410  
ELEV: 188.632m

3) TOP NUT OF FH ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MN.5475 AND IN FRONT OF MN.5480  
ELEV: 188.673m



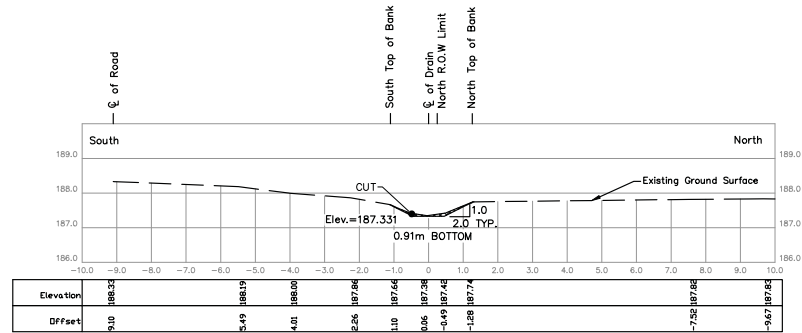
PROFILE - SHUTTLEWORTH DRAIN

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1:50 vert.

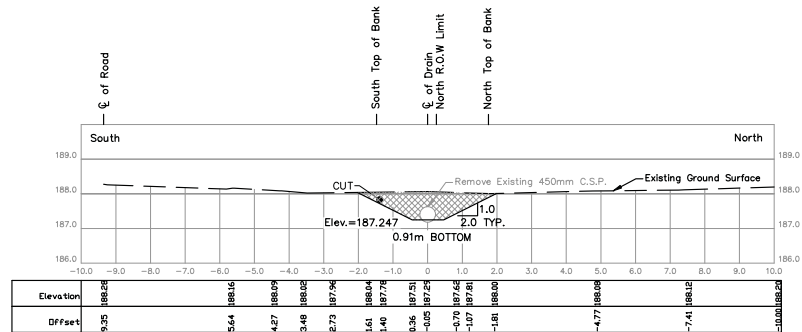


THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

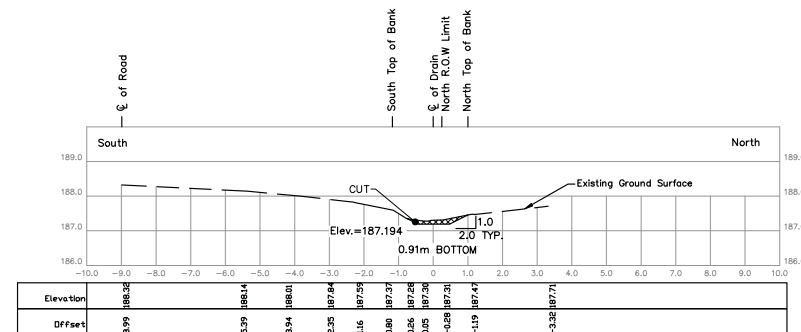
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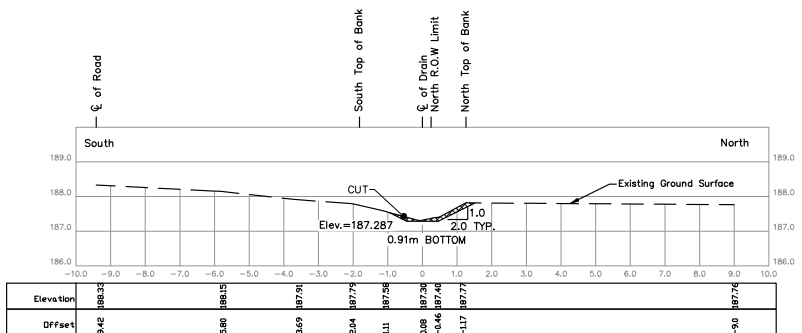
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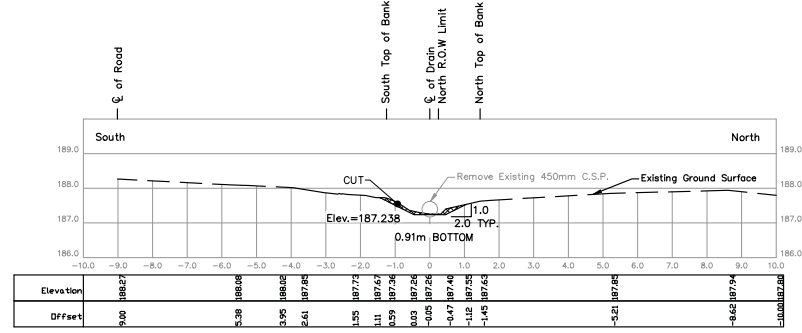
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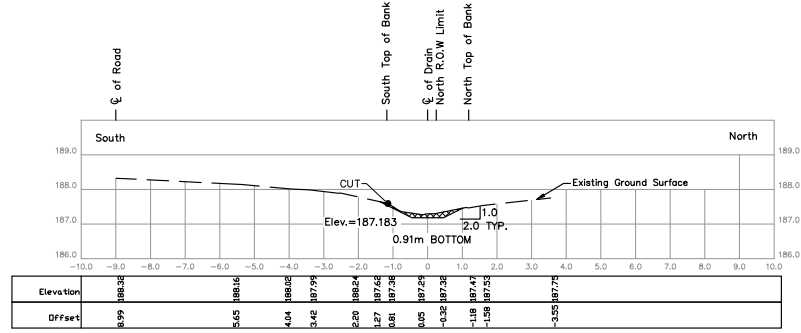
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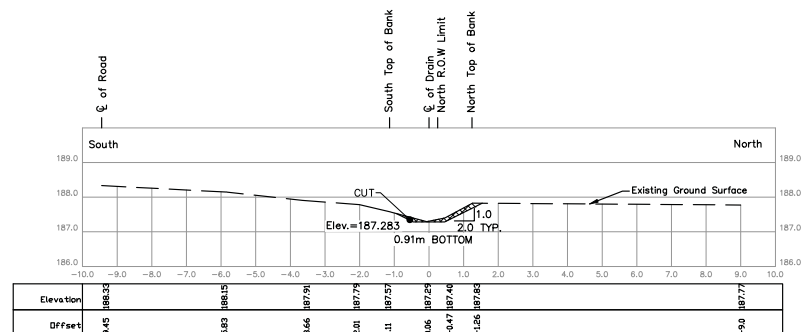
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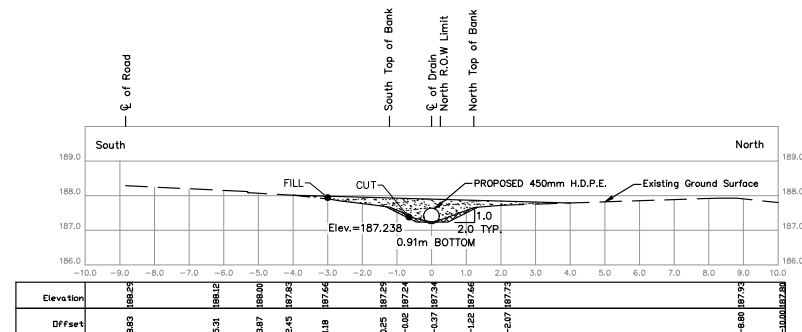
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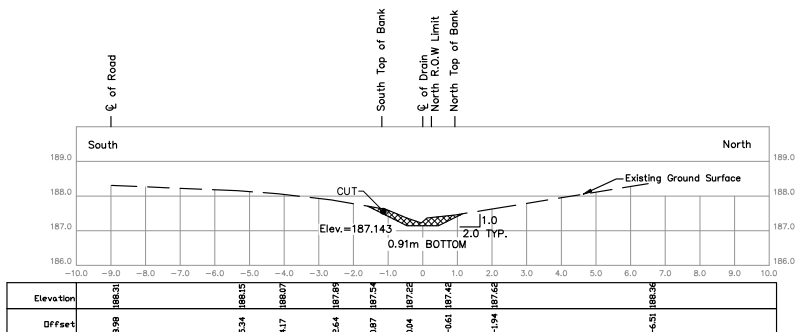
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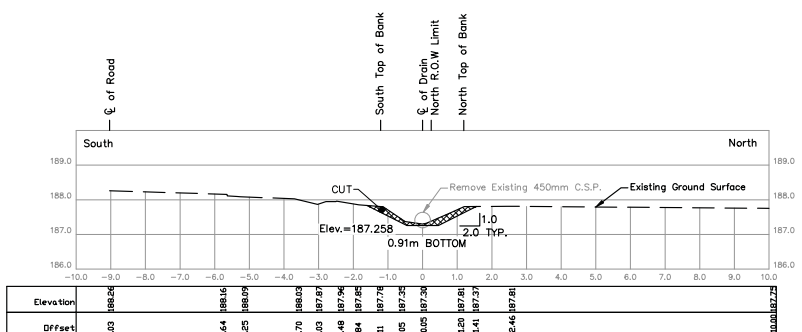
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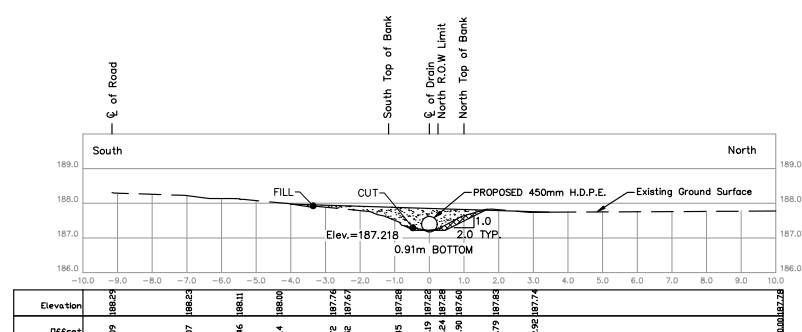
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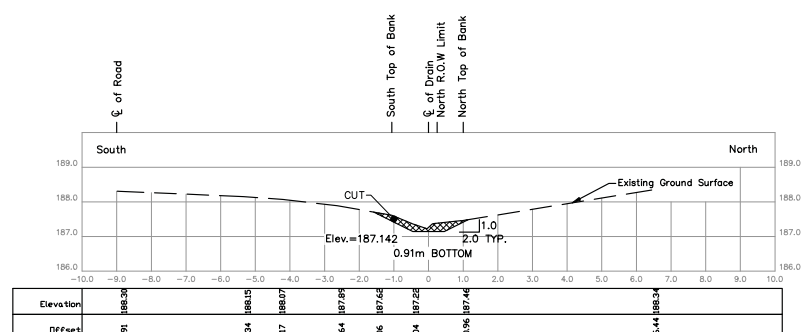
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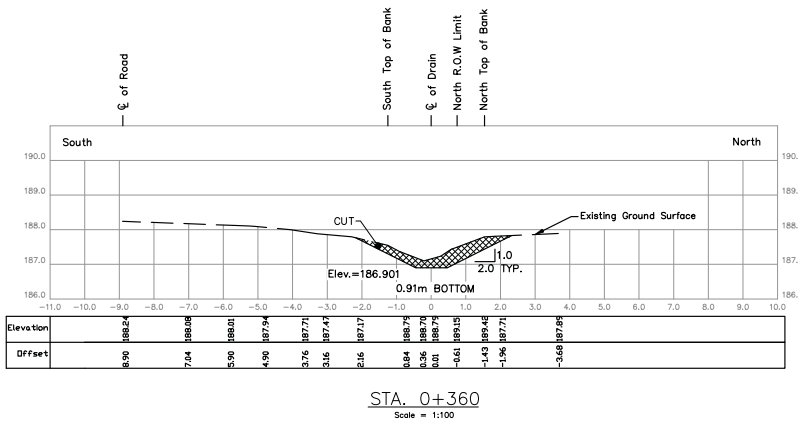
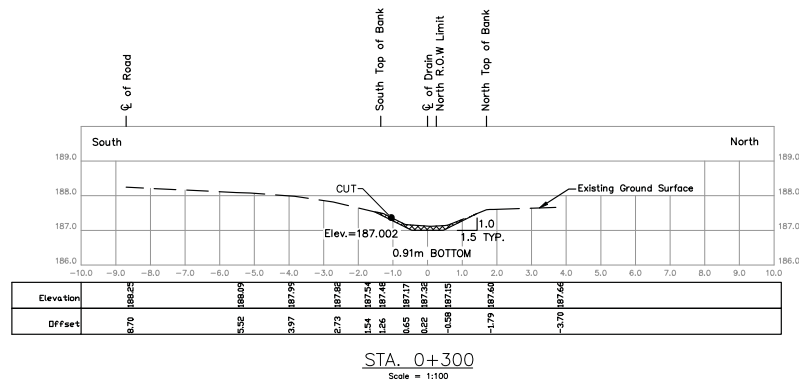
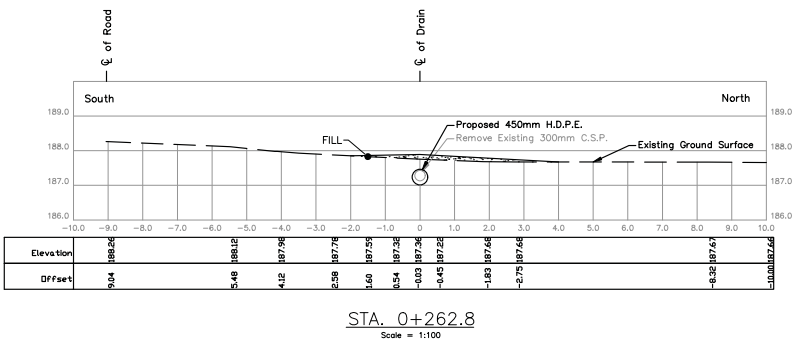
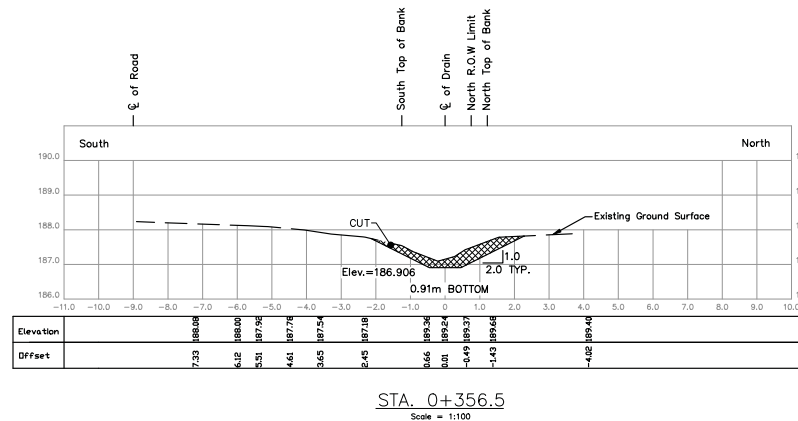
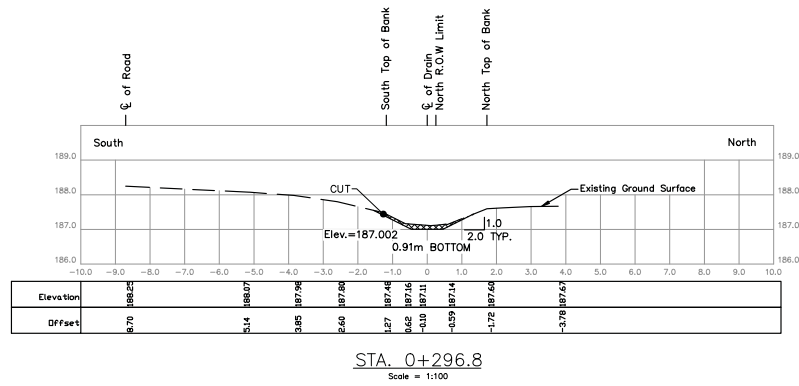
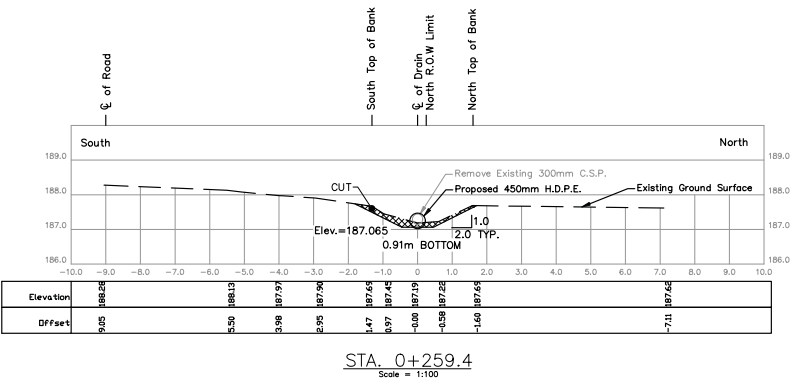
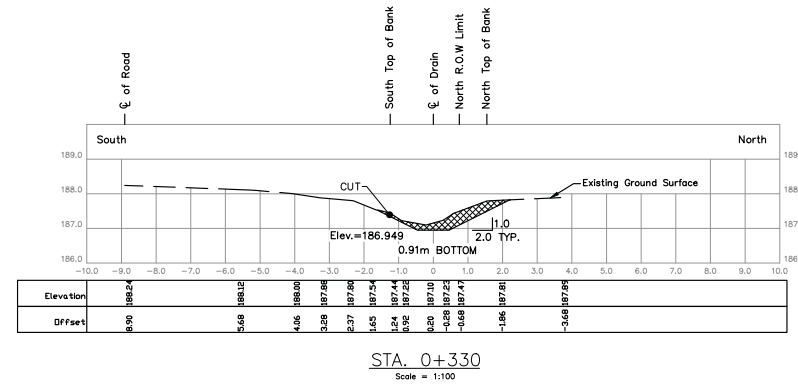
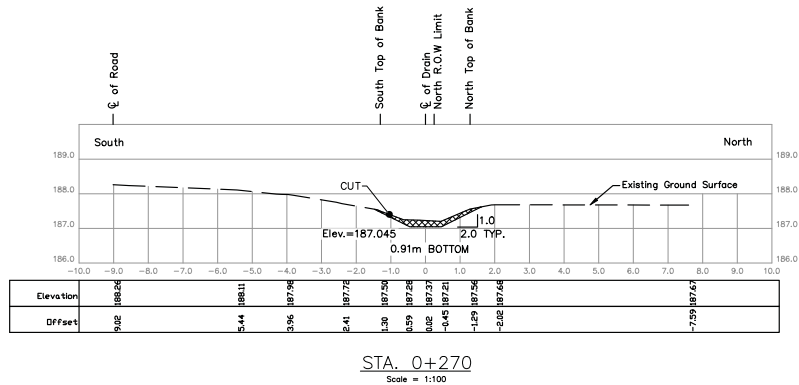
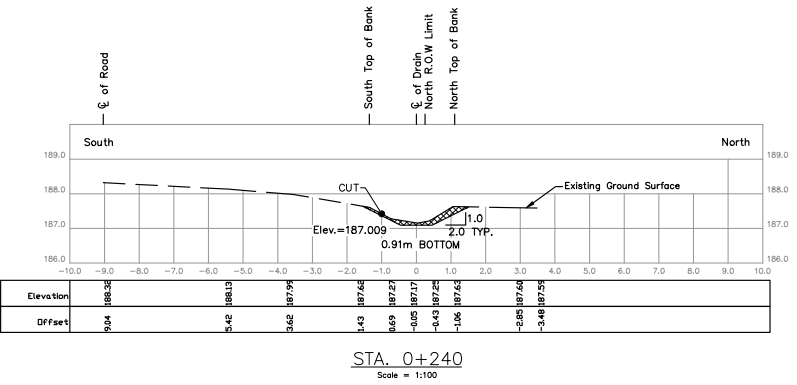
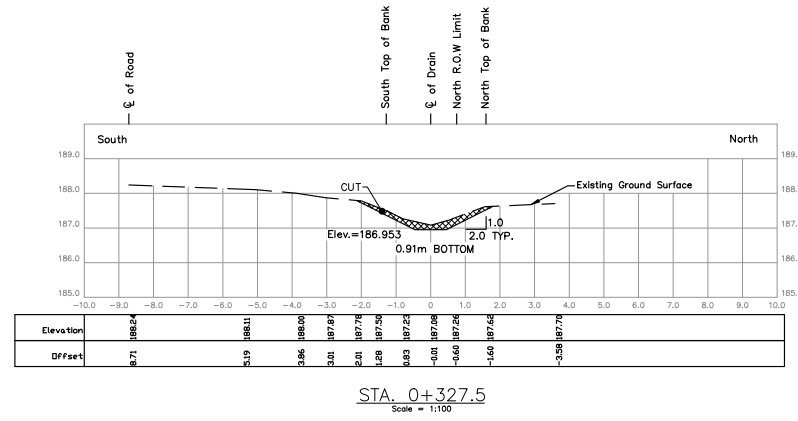
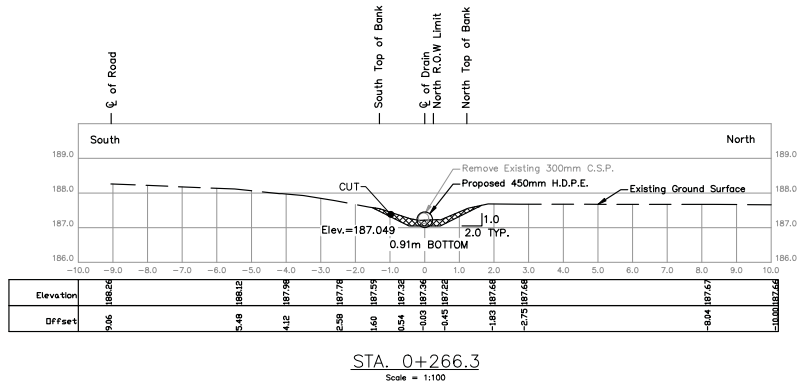
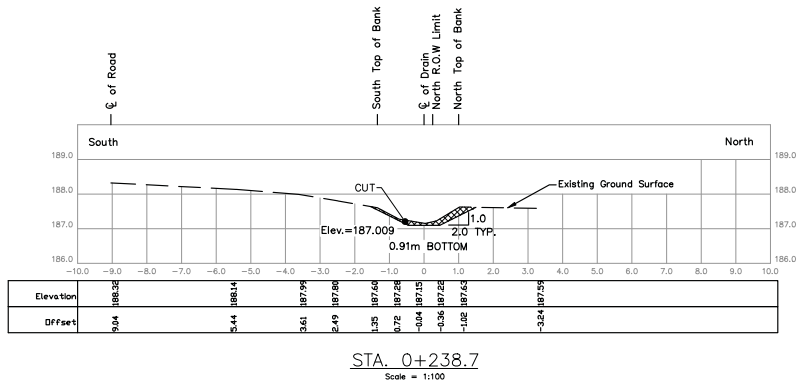
STA. 0+162.8  
Scale = 1:100



STA. 0+210  
Scale = 1:100

THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

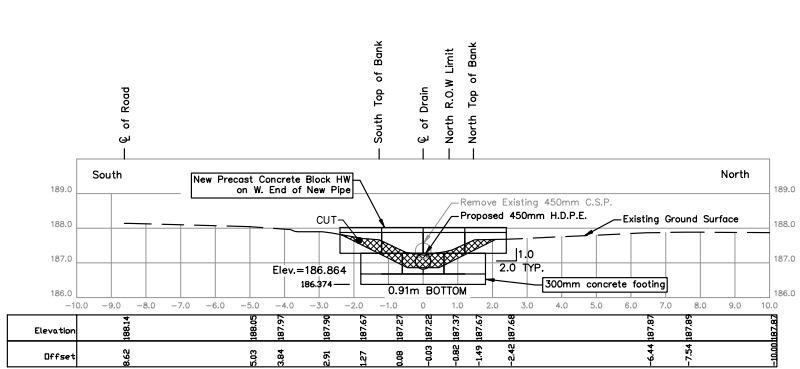
DRAWN BY: L.V. & K.D.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2017D020.DWG  
FILE No.: REI2017D020  
SHEET No.: 3 OF 9



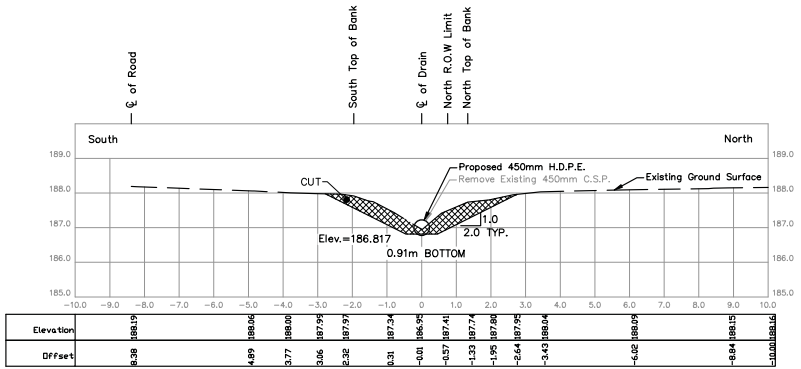
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: L.V. & K.D.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2017D020.DWG  
FILE No.: REI2017D020  
SHEET No.: 4 OF 9

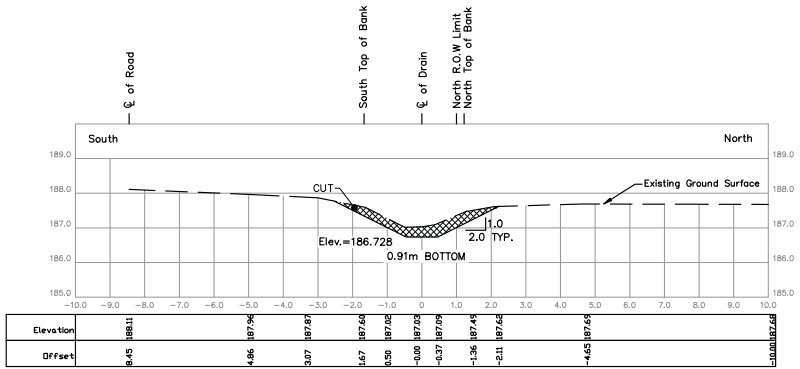




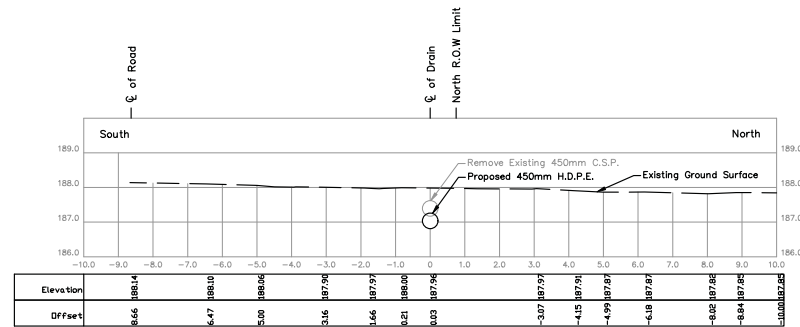
STA. 0+383.9  
Scale = 1:100



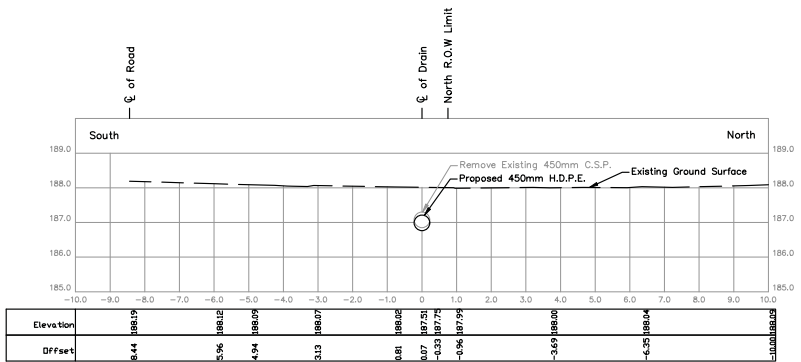
STA. 0+413.9  
Scale = 1:100



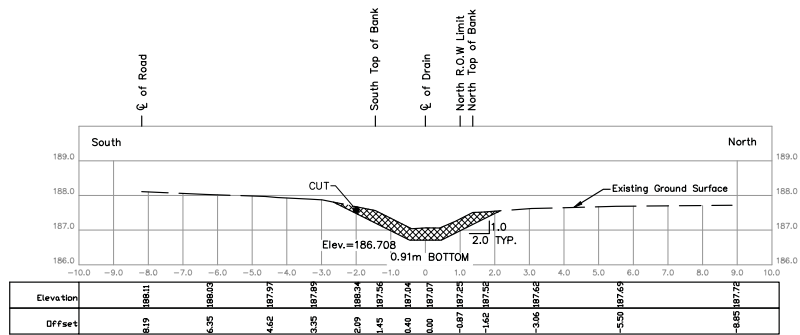
STA. 0+462.3  
Scale = 1:100



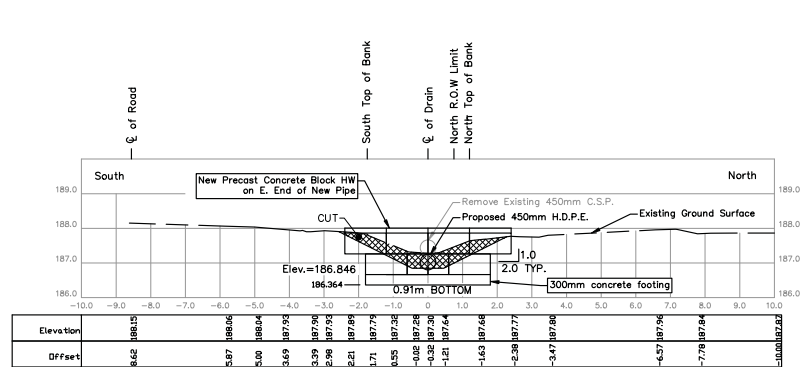
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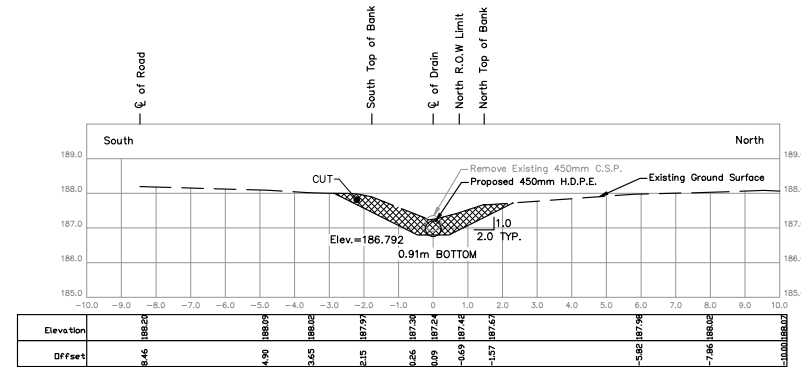
STA. 0+420  
Scale = 1:100



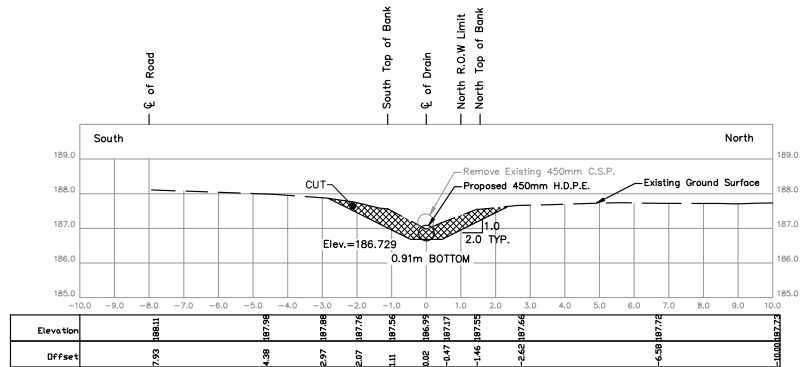
STA. 0+480  
Scale = 1:100



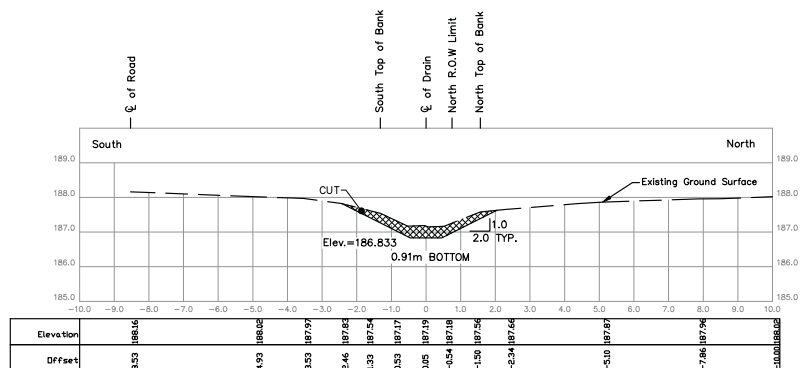
STA. 0+393.2  
Scale = 1:100



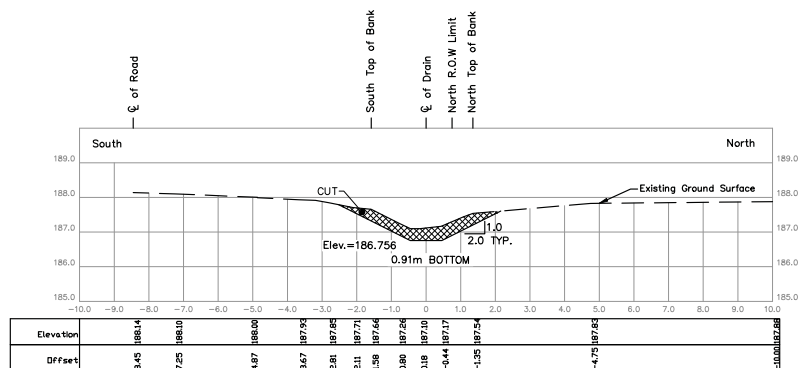
STA. 0+423.3  
Scale = 1:100



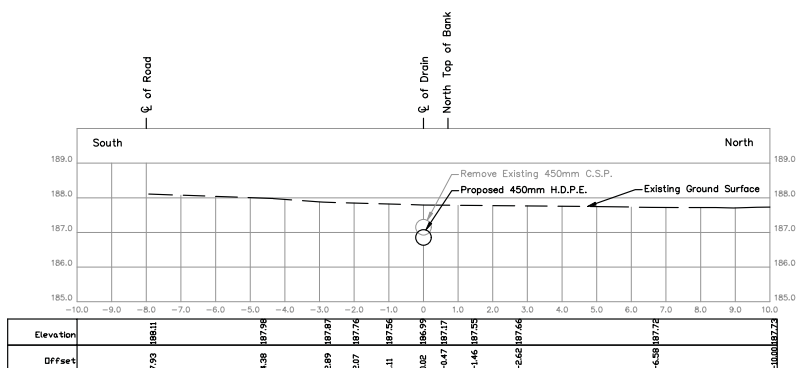
STA. 0+497.4  
Scale = 1:100



STA. 0+402.1  
Scale = 1:100



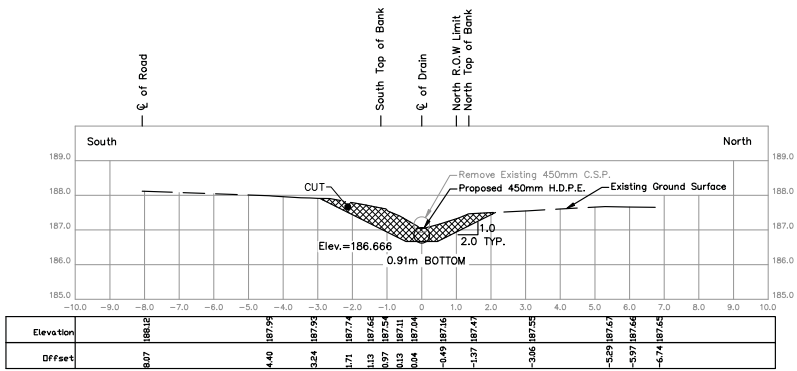
STA. 0+450  
Scale = 1:100



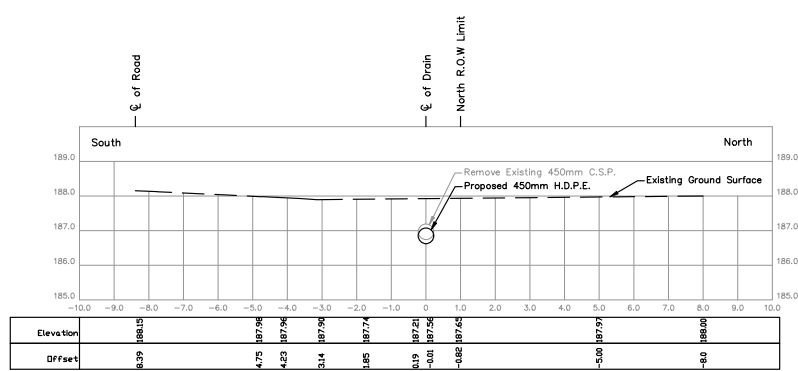
STA. 0+500.8  
Scale = 1:100

THESE PLANS HAVE BEEN REDUCED  
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FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

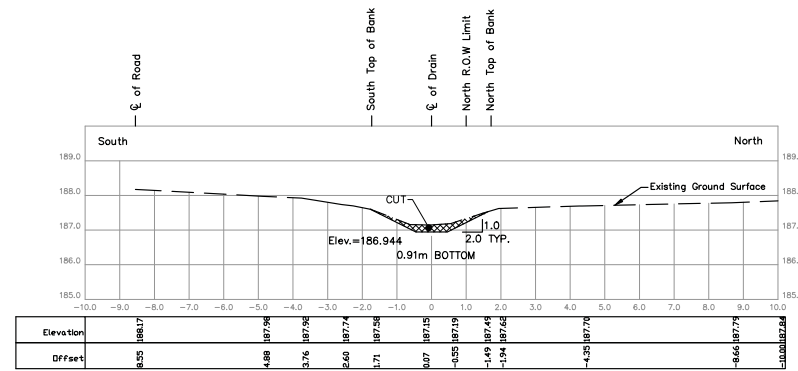
DRAWN BY: L.V. & K.D.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2017D020.DWG  
FILE No.: REI2017D020  
SHEET No.: 5 OF 9



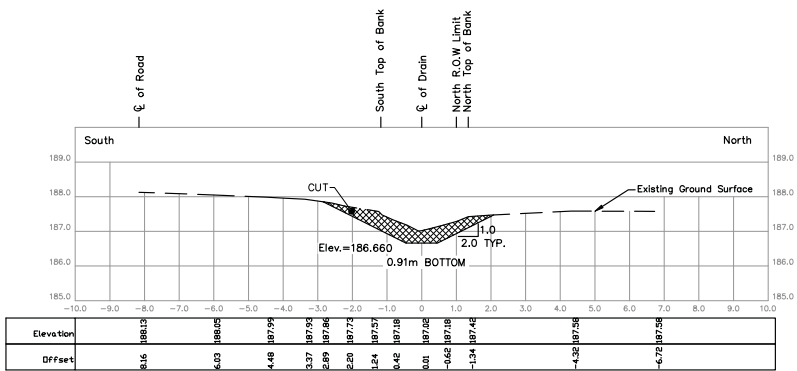
STA. 0+504.2  
Scale = 1:100



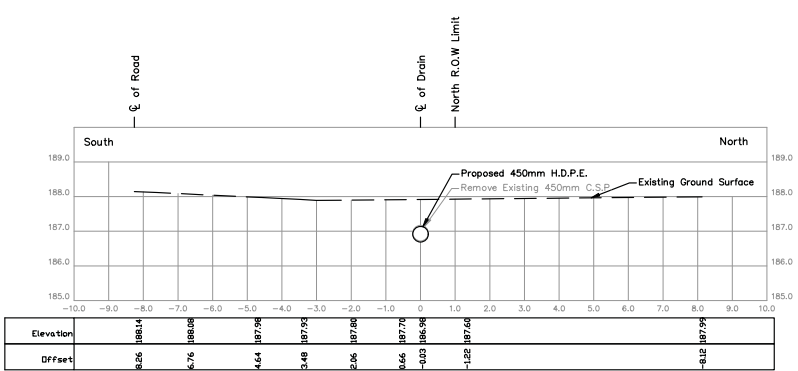
STA. 0+540  
Scale = 1:100



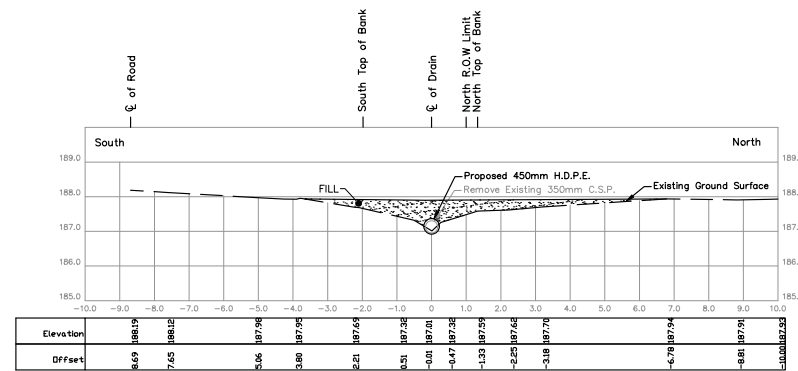
STA. 0+585.2  
Scale = 1:100



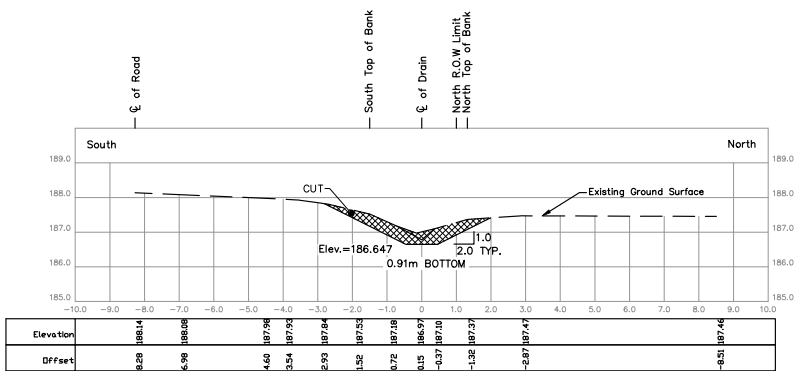
STA. 0+510  
Scale = 1:100



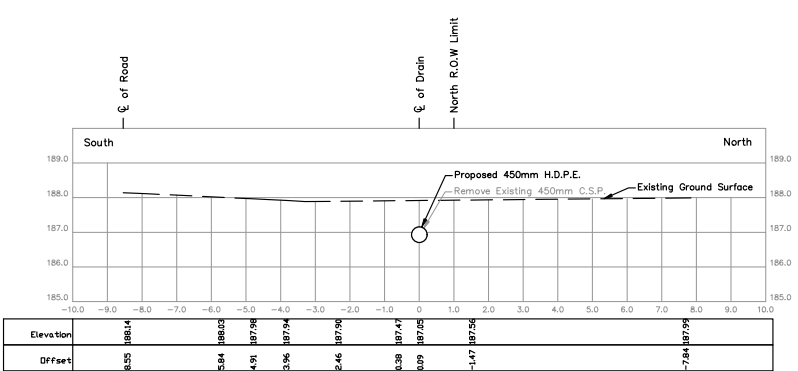
STA. 0+549.1  
Scale = 1:100



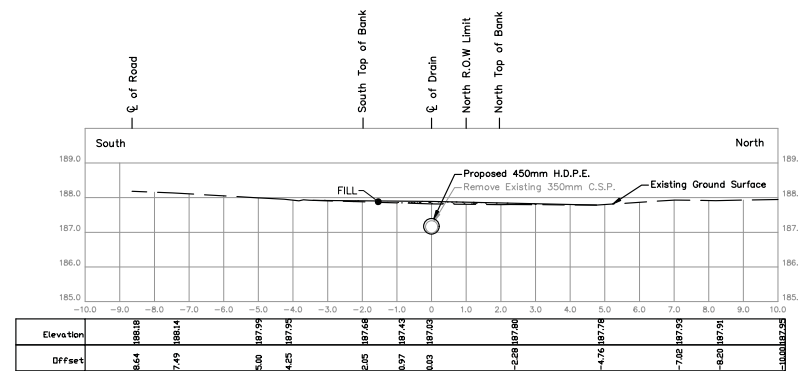
STA. 0+598.3  
Scale = 1:100



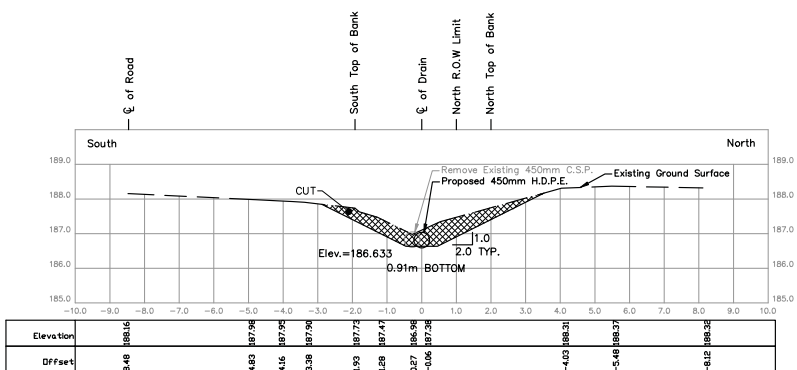
STA. 0+517.6  
Scale = 1:100



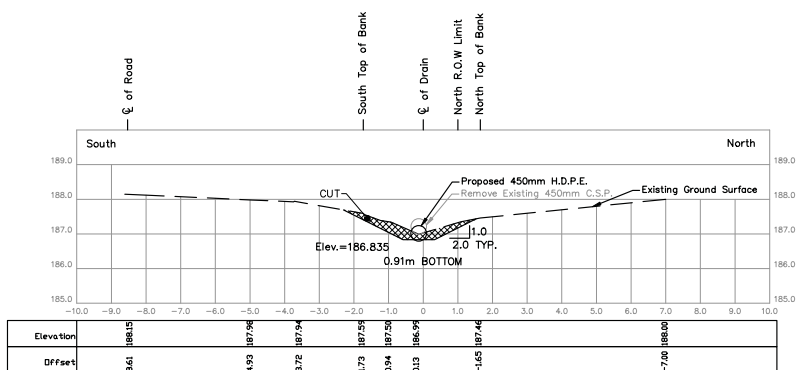
STA. 0+570  
Scale = 1:100



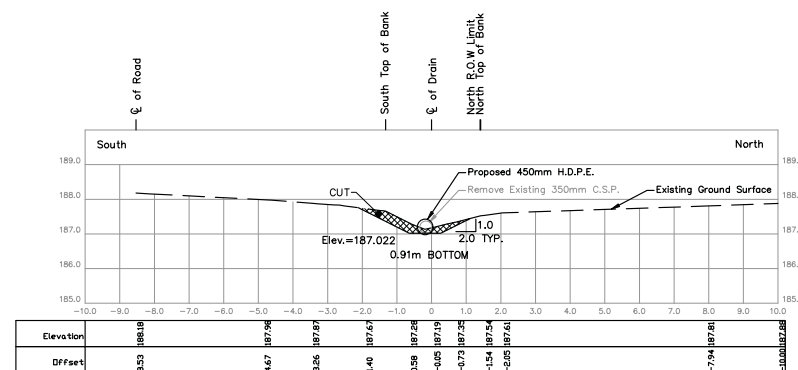
STA. 0+600  
Scale = 1:100



STA. 0+533.6  
Scale = 1:100

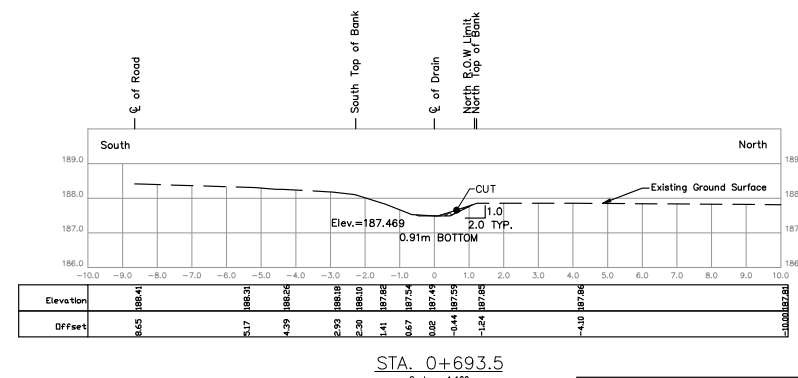
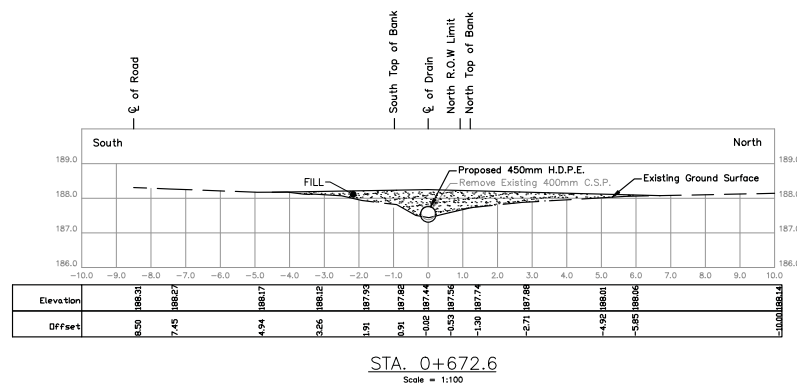
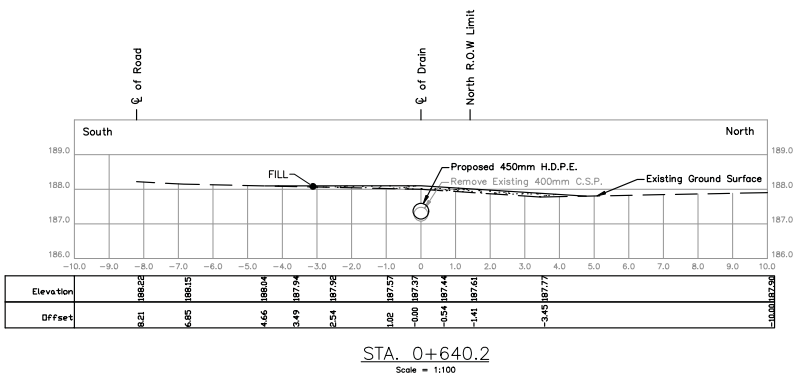
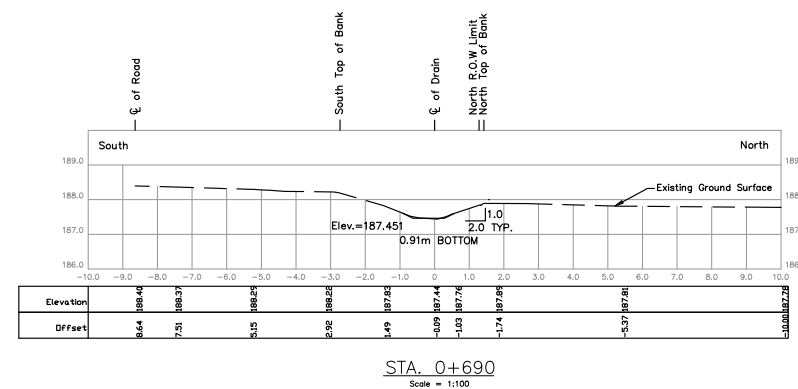
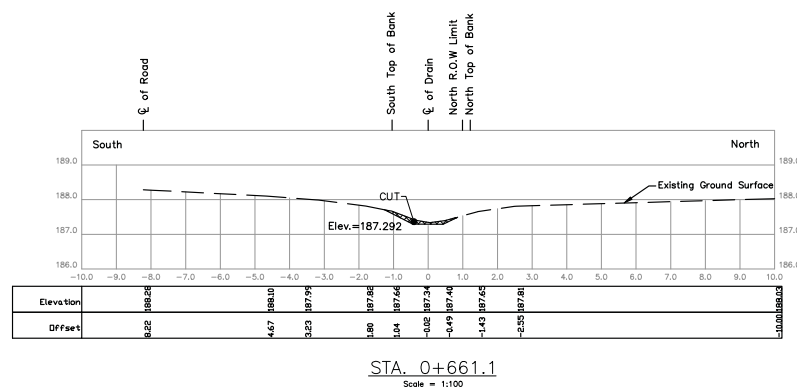
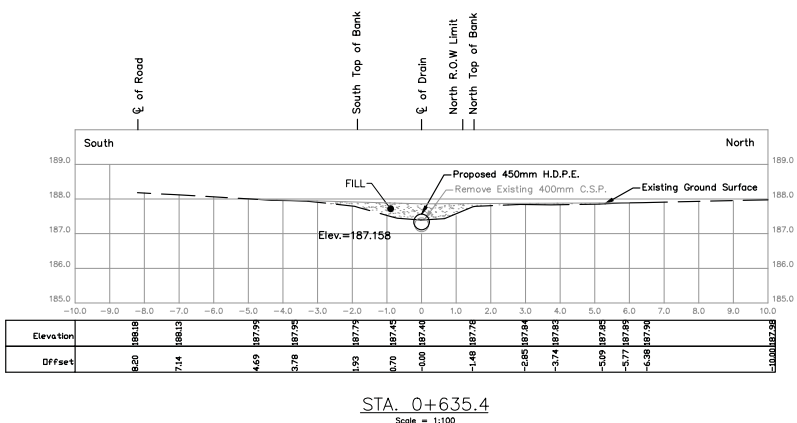
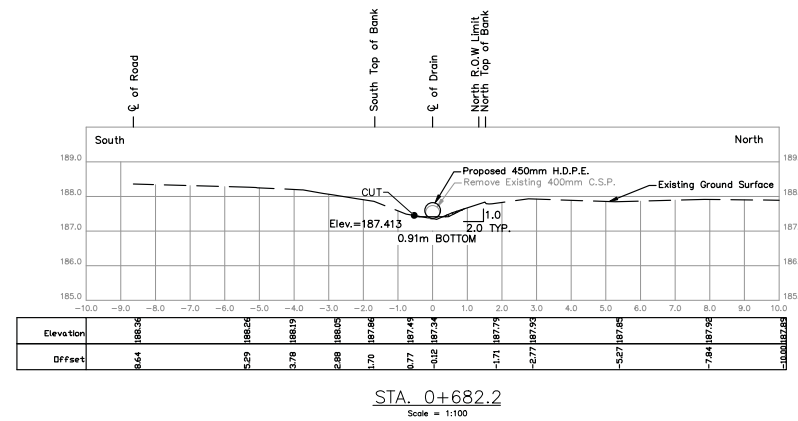
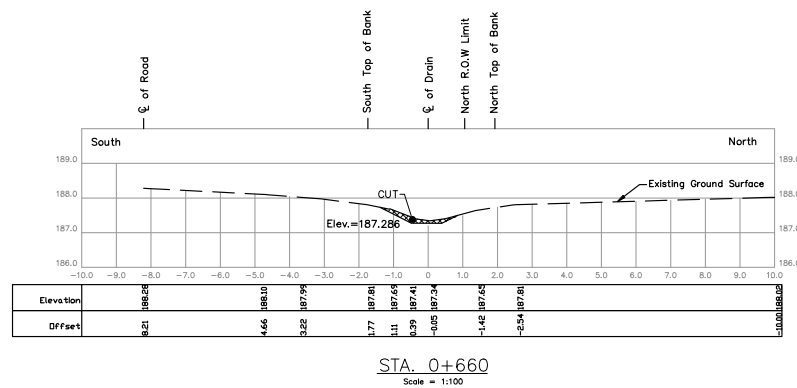
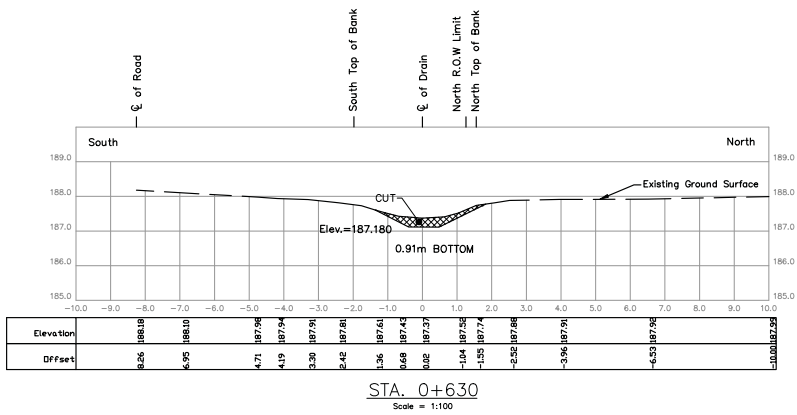
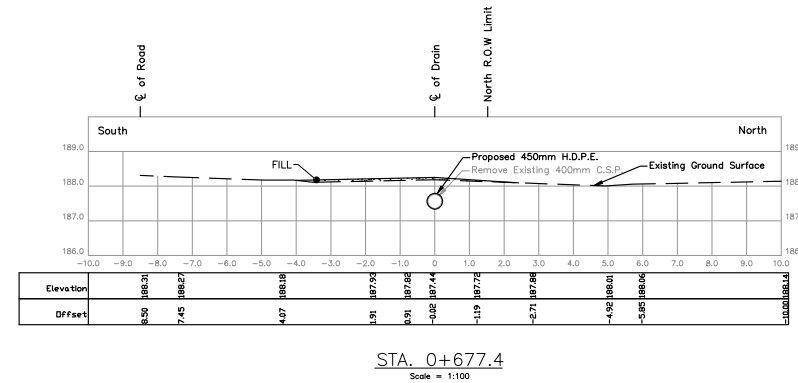
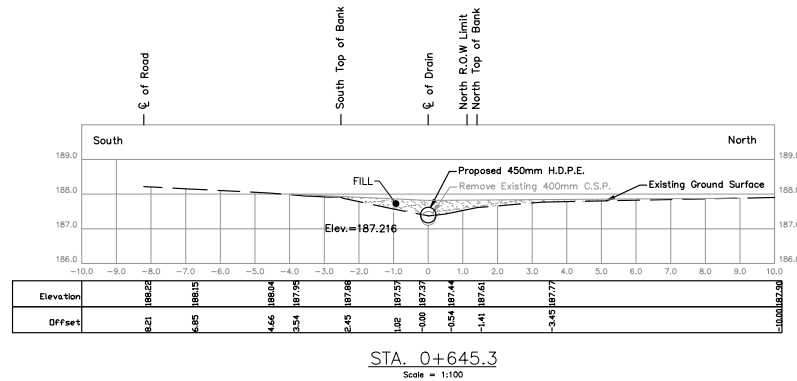
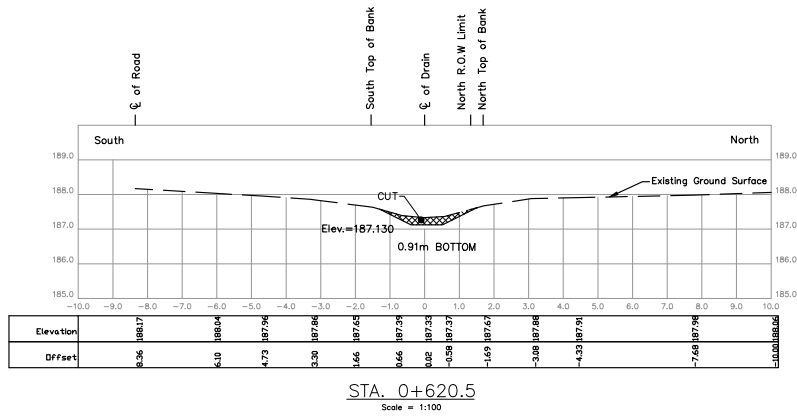


STA. 0+573.3  
Scale = 1:100

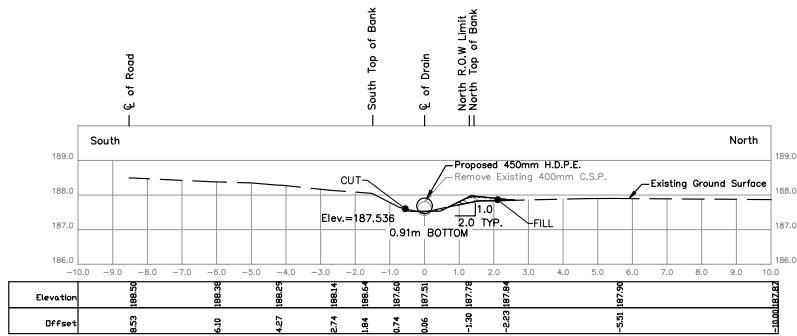


STA. 0+607.7  
Scale = 1:100

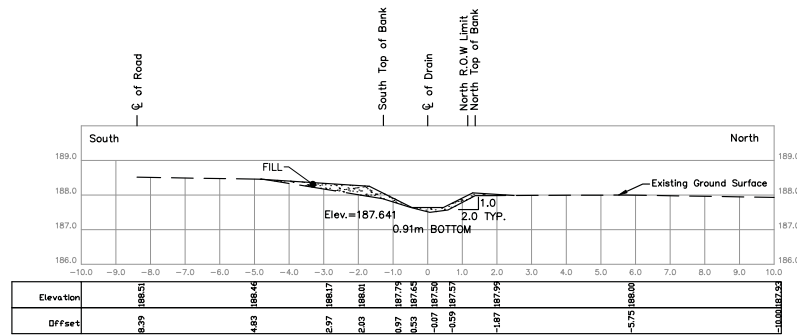
THESE PLANS HAVE BEEN REDUCED  
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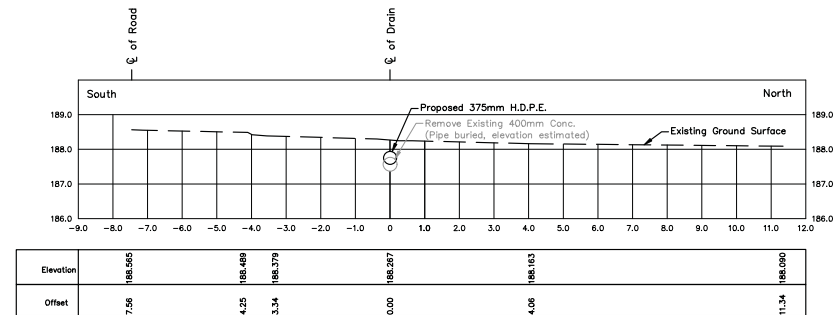
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
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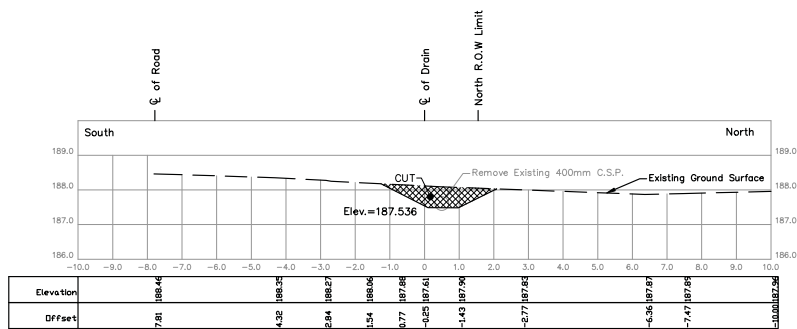
STA. 0+703.2  
Scale = 1:100



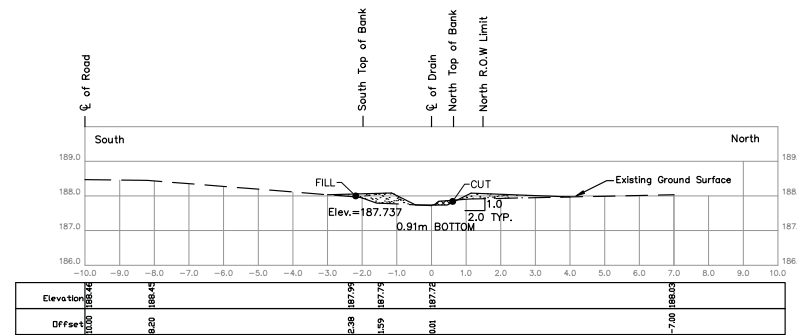
STA. 0+726.1  
Scale = 1:100



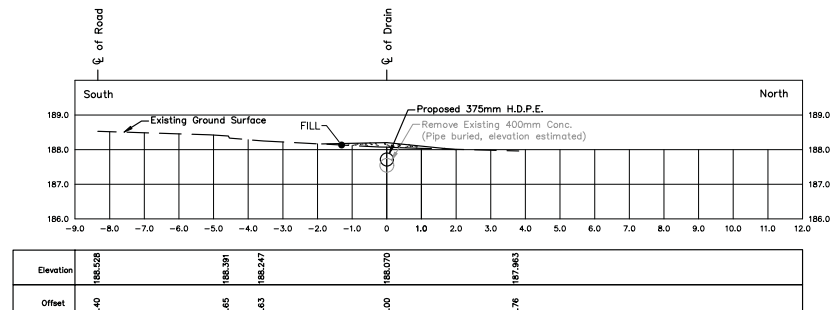
STA. 0+774.3  
Scale = 1:100



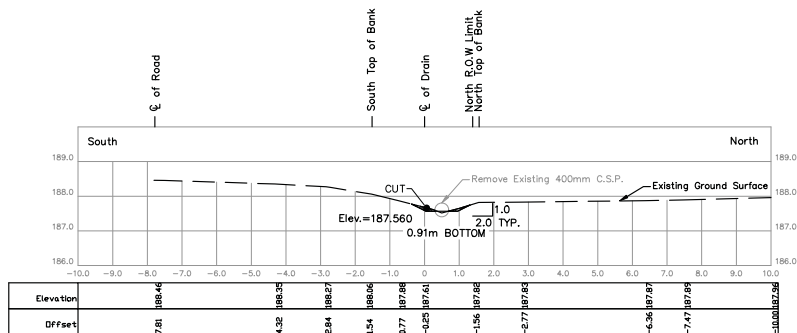
STA. 0+706.2  
Scale = 1:100



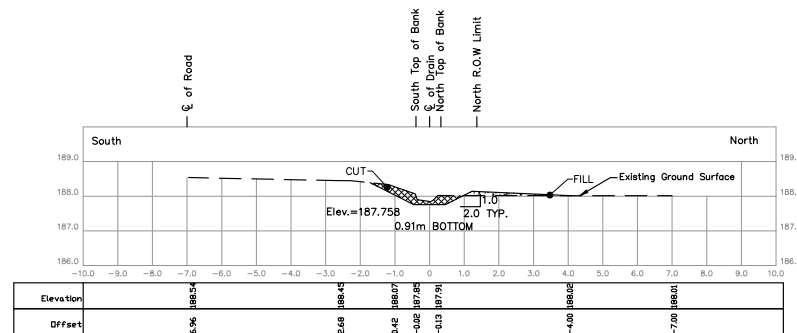
STA. 0+744.4  
Scale = 1:100



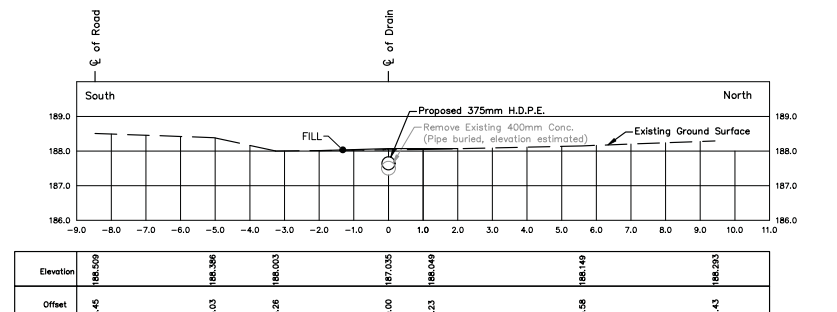
STA. 0+780.8  
Scale = 1:100



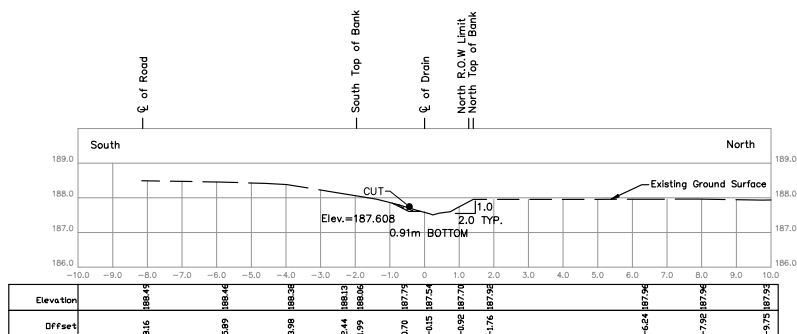
STA. 0+710.9  
Scale = 1:100



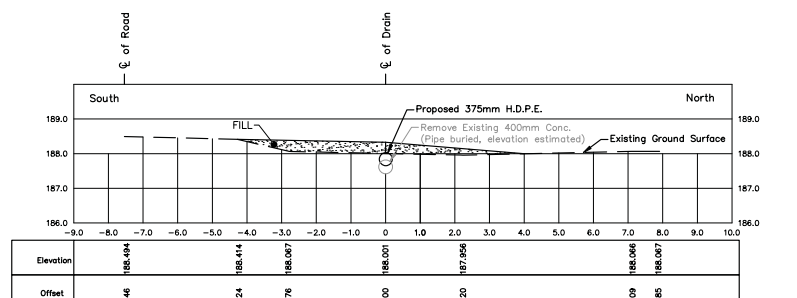
STA. 0+748.5  
Scale = 1:100



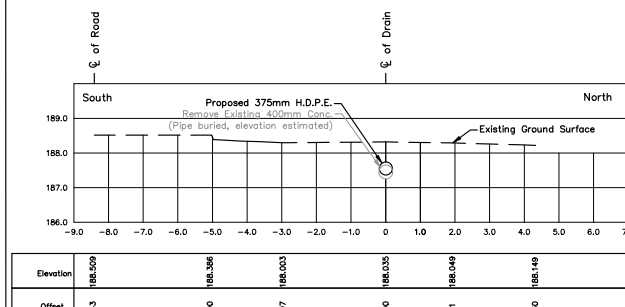
STA. 0+792.6  
Scale = 1:100



STA. 0+720  
Scale = 1:100

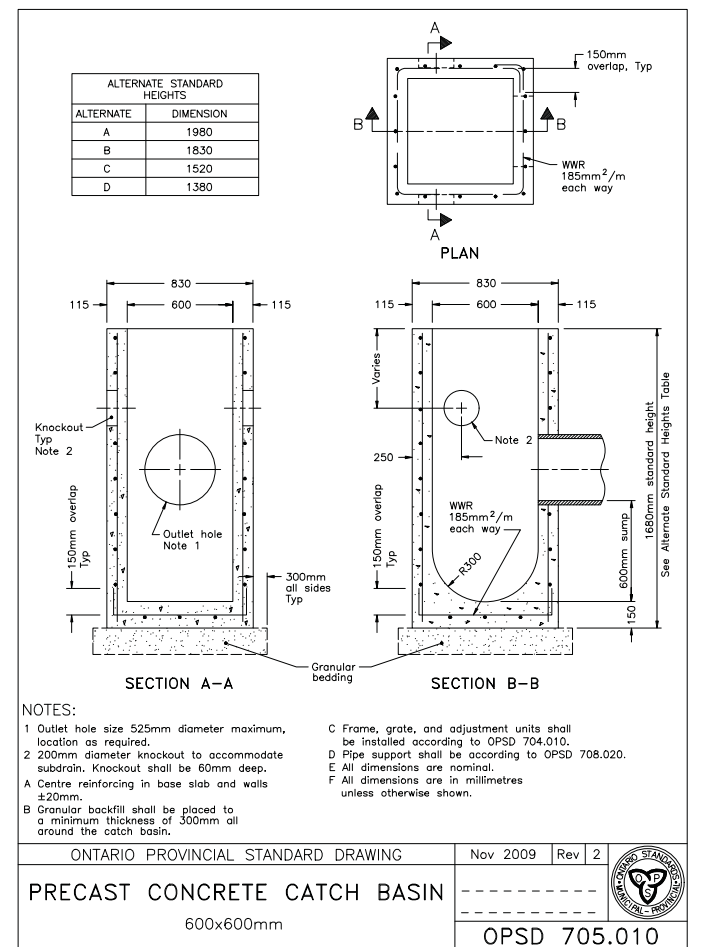
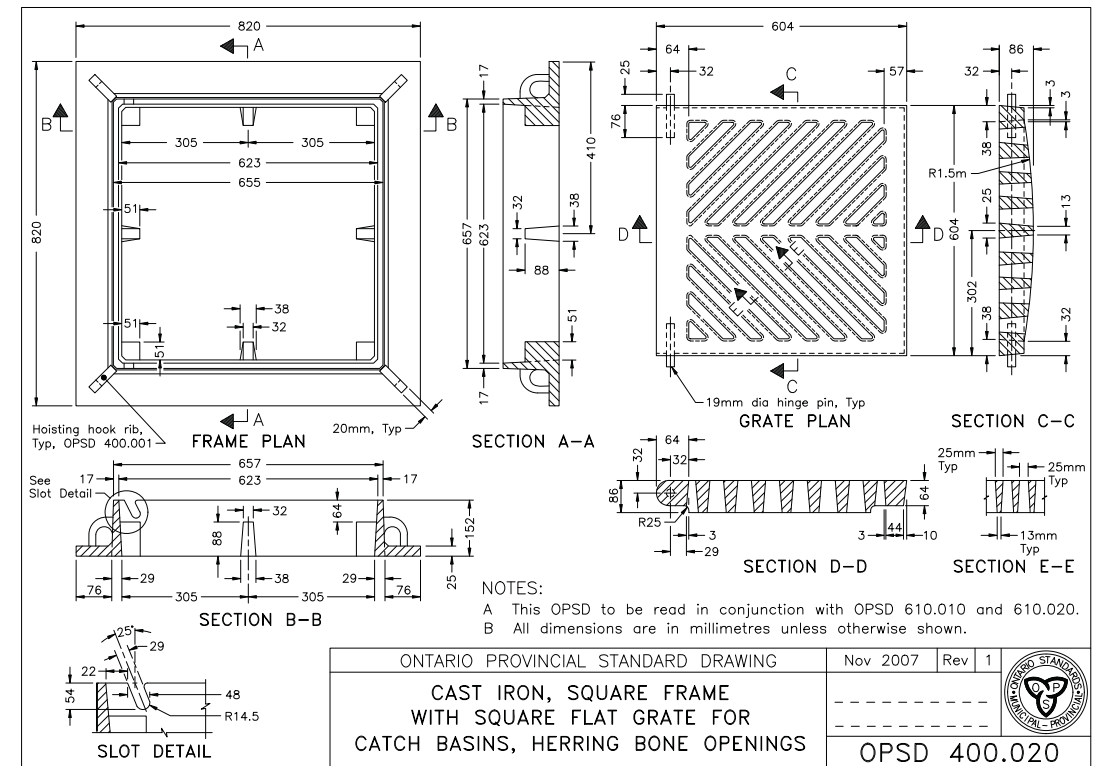
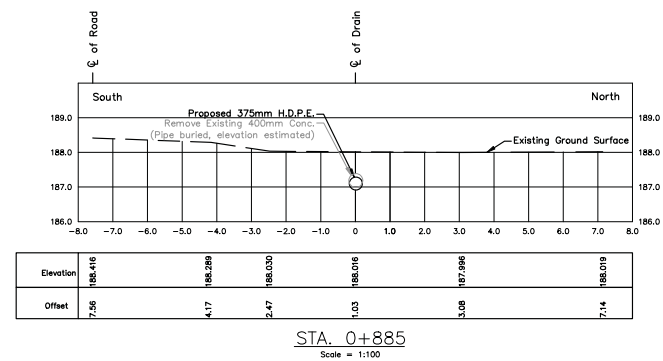
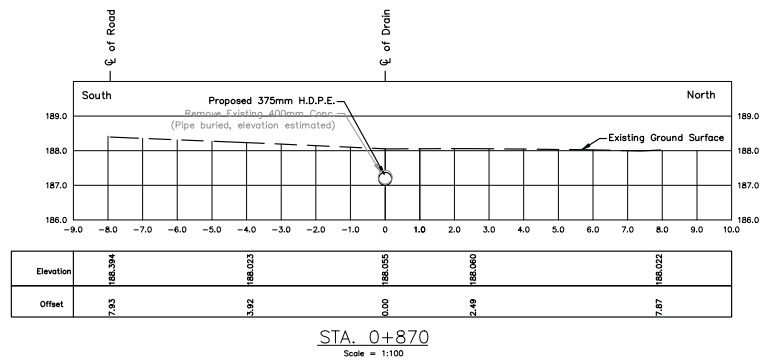
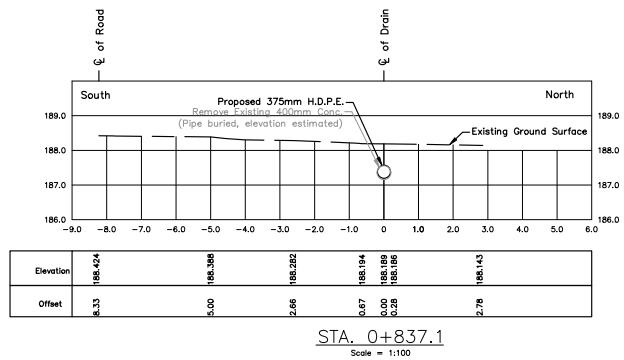
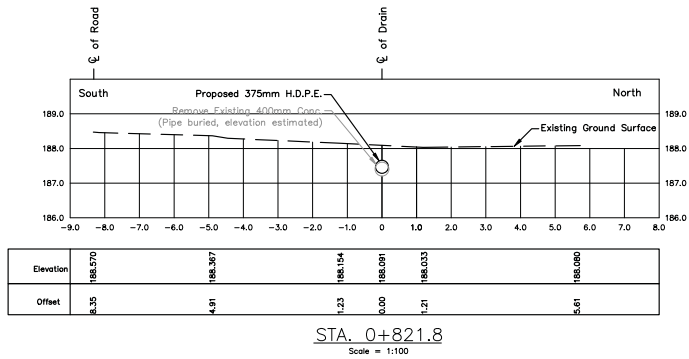


STA. 0+759.8  
Scale = 1:100



STA. 0+808.1  
Scale = 1:100

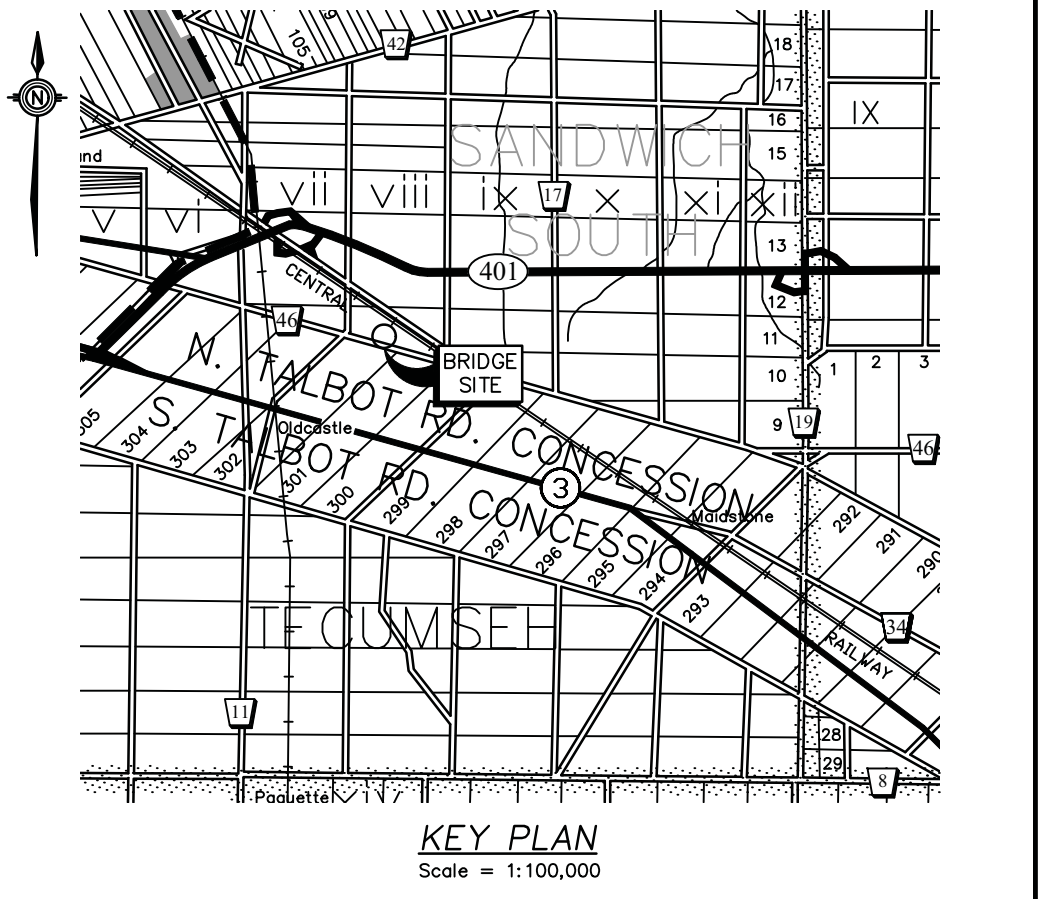
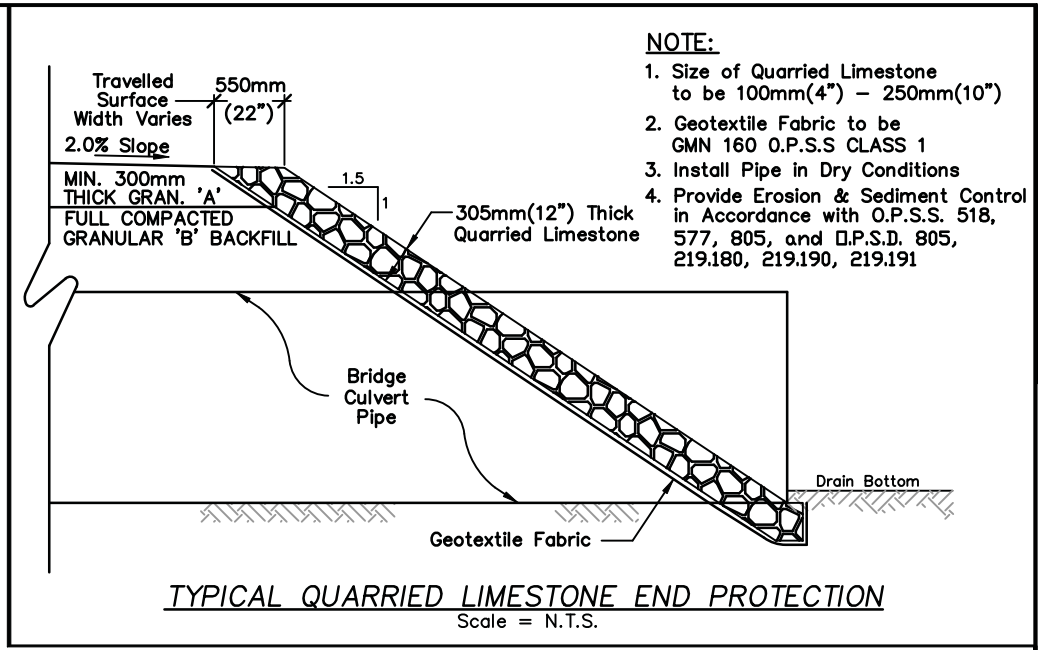
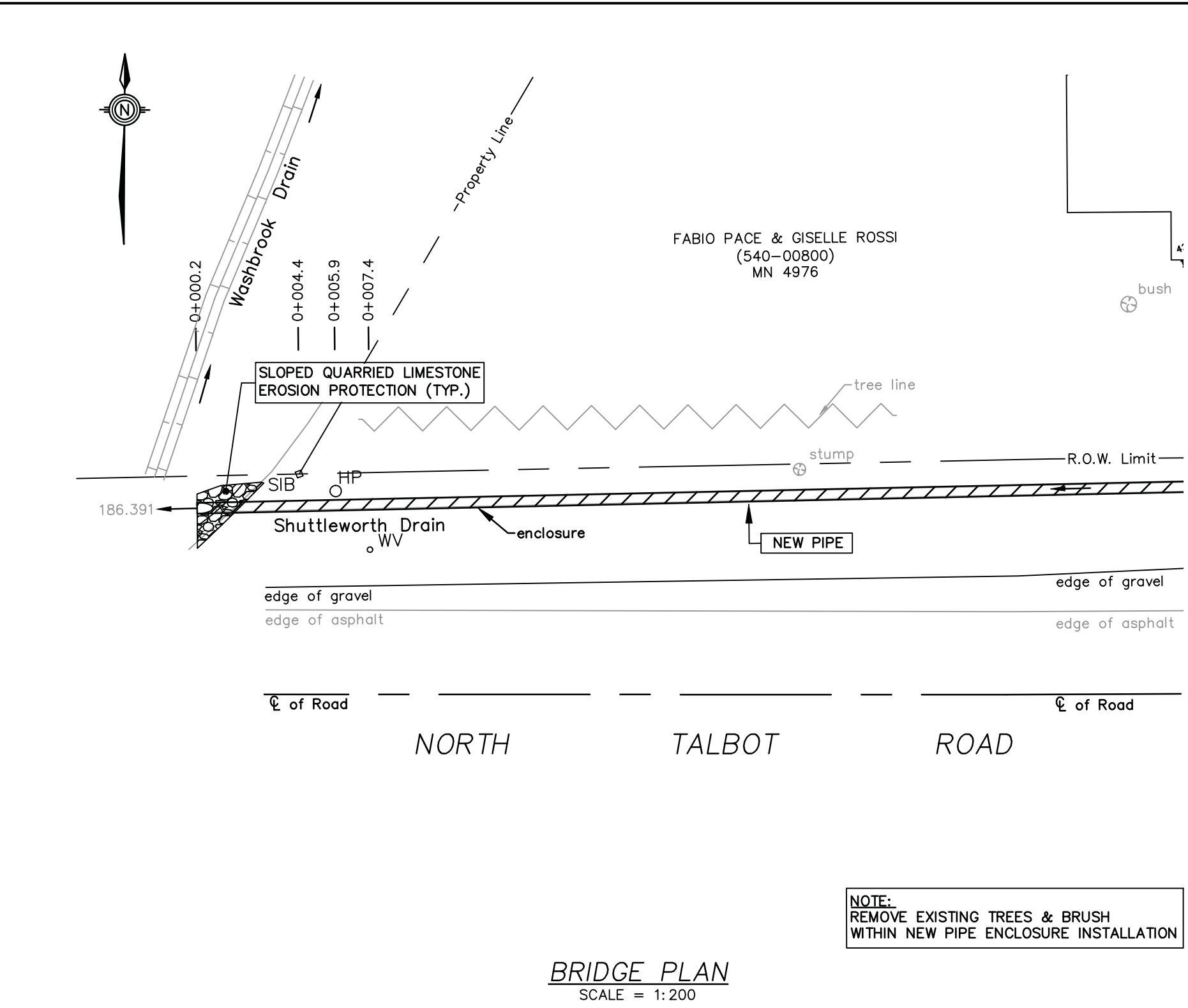
THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.



THESE PLANS HAVE BEEN REDUCED  
AND THE SCALE THEREFORE VARIES.  
FULL SCALE PLANS MAY BE VIEWED  
AT THE MUNICIPAL OFFICE.

DRAWN BY: L.V. & K.D.  
PLOT CODE: 1:1  
COMPUTER FILE: REI2017D020.DWG  
FILE No.: REI2017D020  
SHEET No.: 9 OF 9





**NOTE:**  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW PIPE ENCLOSURE INSTALLATION

**BRIDGE PLAN**  
SCALE = 1:200

**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
**ELEV. = 188.722m**

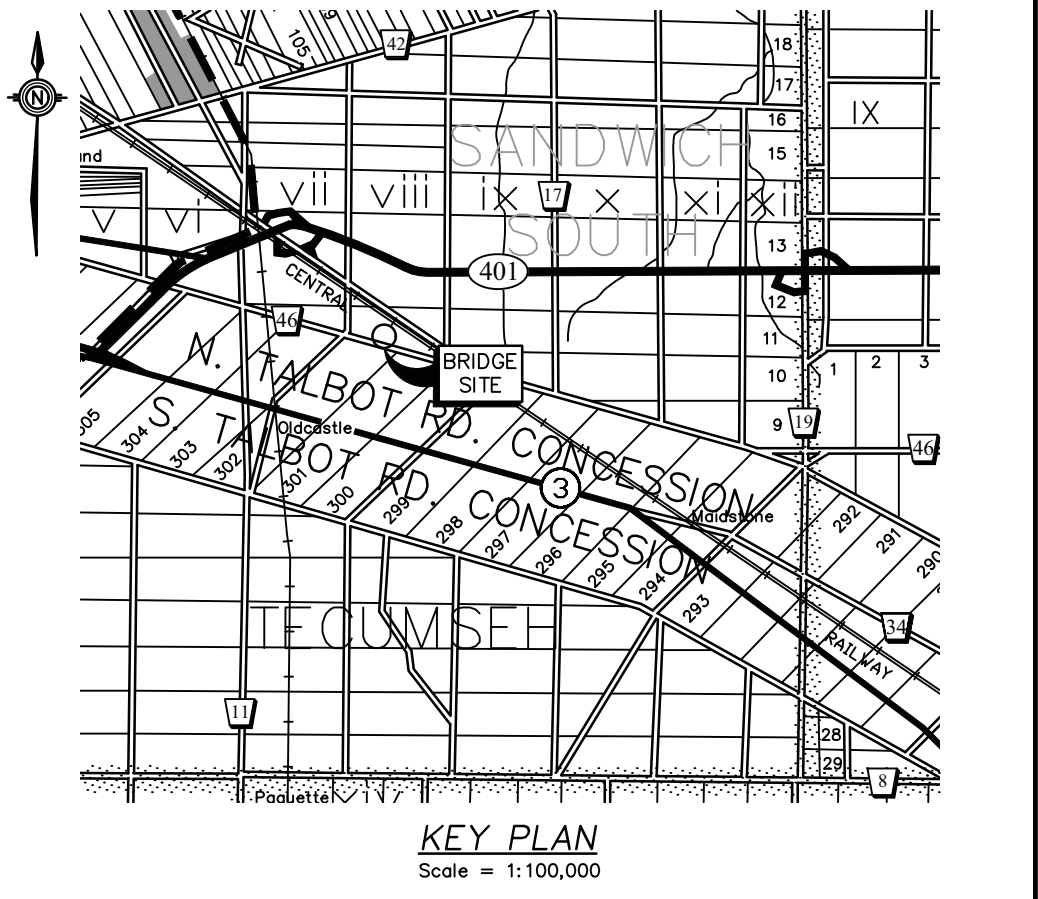
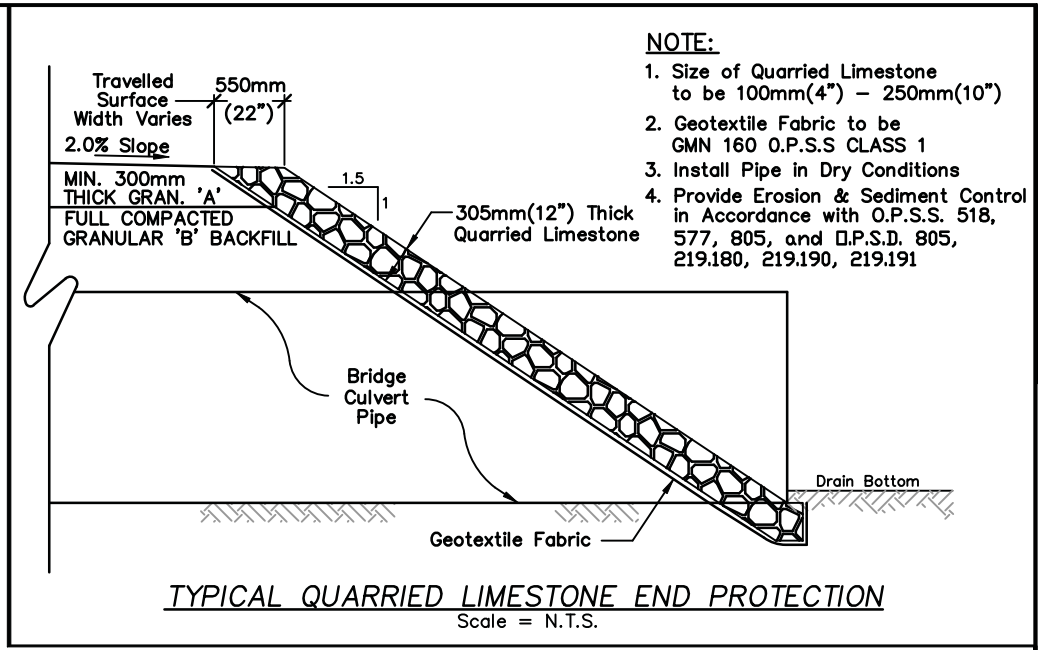
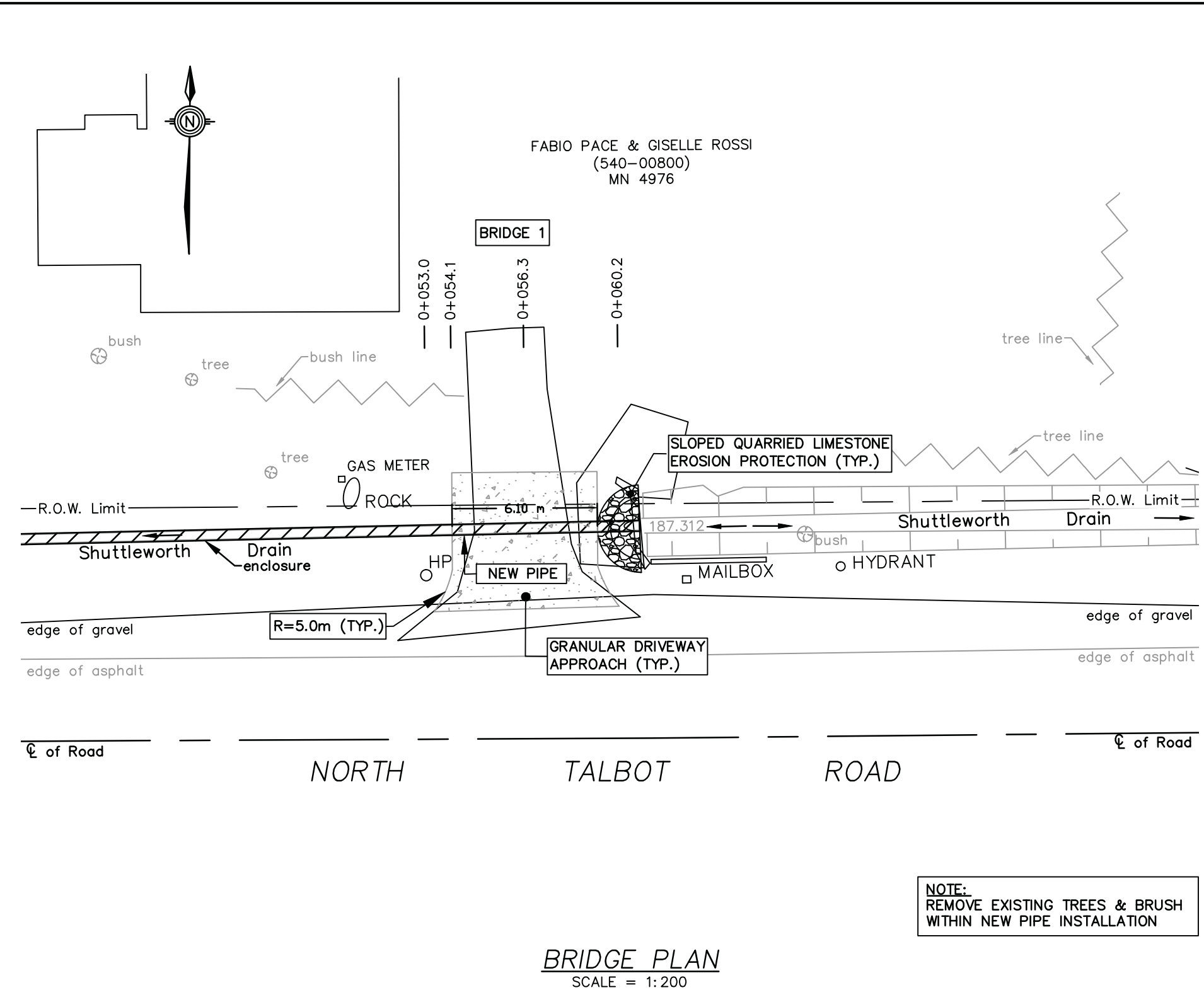
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	60.0m (196.85 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 187.330m DOWNSTREAM INV. (W) = 187.030m ℄ TOP OF DRIVEWAY = 188.144m DRAIN GRADE = 0.50%

**SHUTTLEWORTH DRAIN**  
BRIDGE WEST PORTION FOR FABIO PACE & GISELLE ROSSI (540-00800)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**Rood Engineering Inc.**  
*CONSULTING ENGINEERS*  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 1 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
**ELEV. = 188.722m**

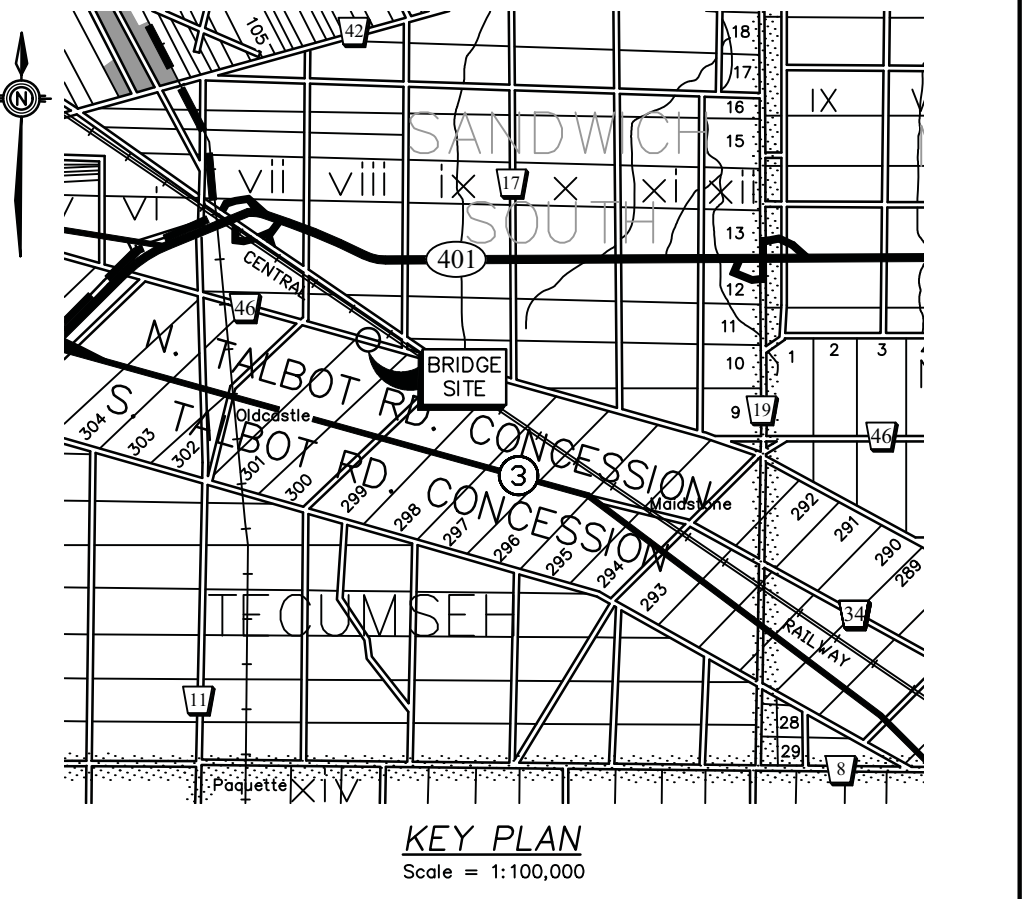
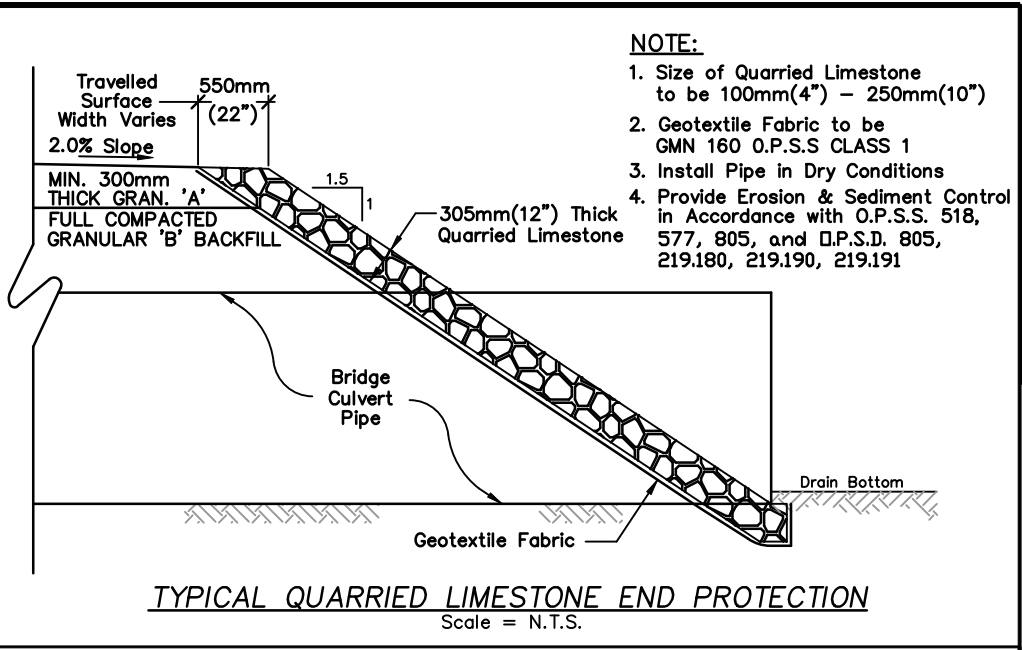
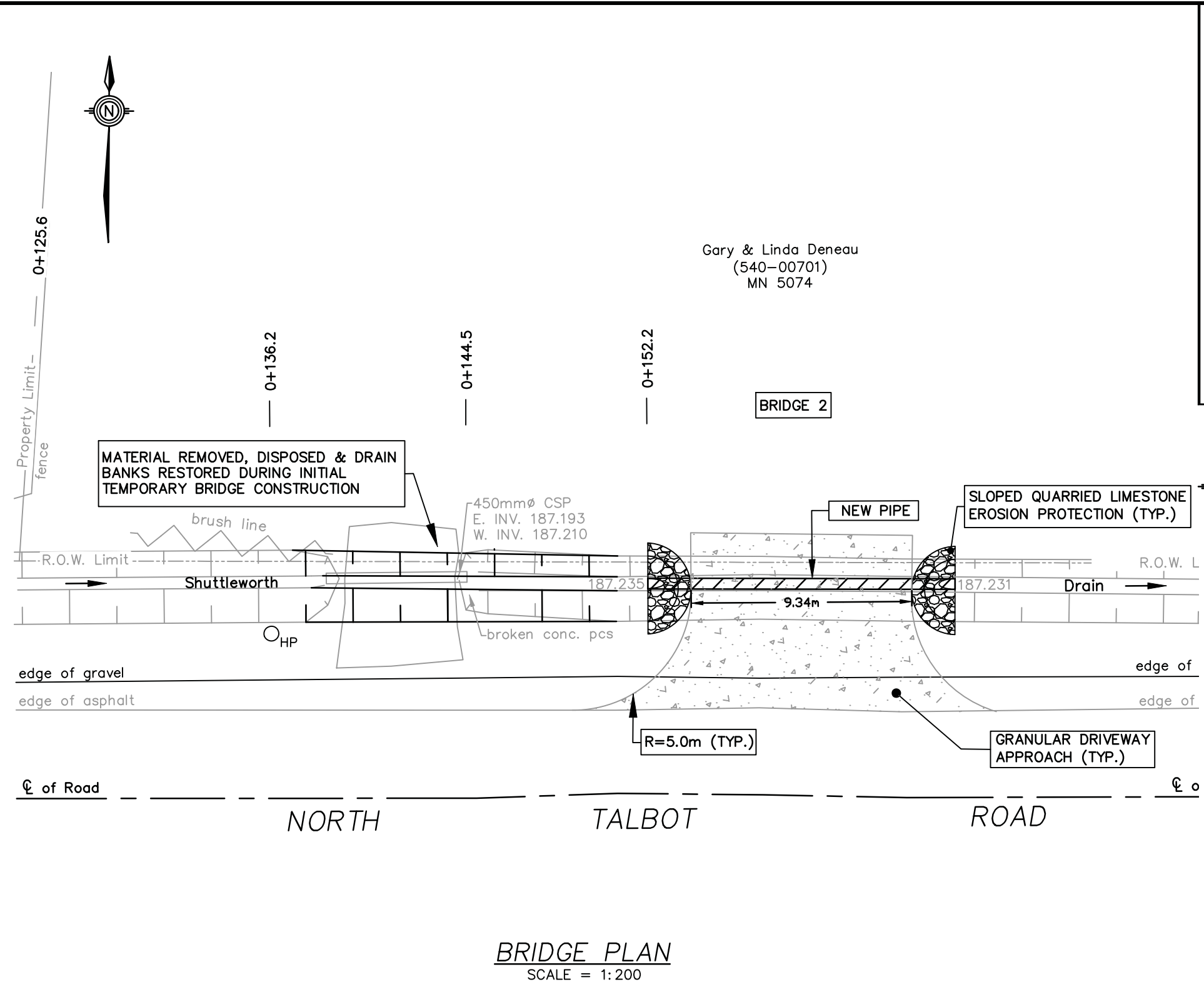
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	60.0m (196.85 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 187.330m DOWNSTREAM INV. (W) = 187.030m ℄ TOP OF DRIVEWAY = 188.144m DRAIN GRADE = 0.50%

**SHUTTLEWORTH DRAIN**  
BRIDGE EAST PORTION FOR FABIO PACE & GISELLE ROSSI (540-00800)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**Rood Engineering Inc.**  
*CONSULTING ENGINEERS*  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 2 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
**ELEV. = 188.722m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	13.0m (42.65 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.190m DOWNSTREAM INV. (E) = 187.170m ℄ TOP OF DRIVEWAY = 188.020m DRAIN GRADE = 0.16%

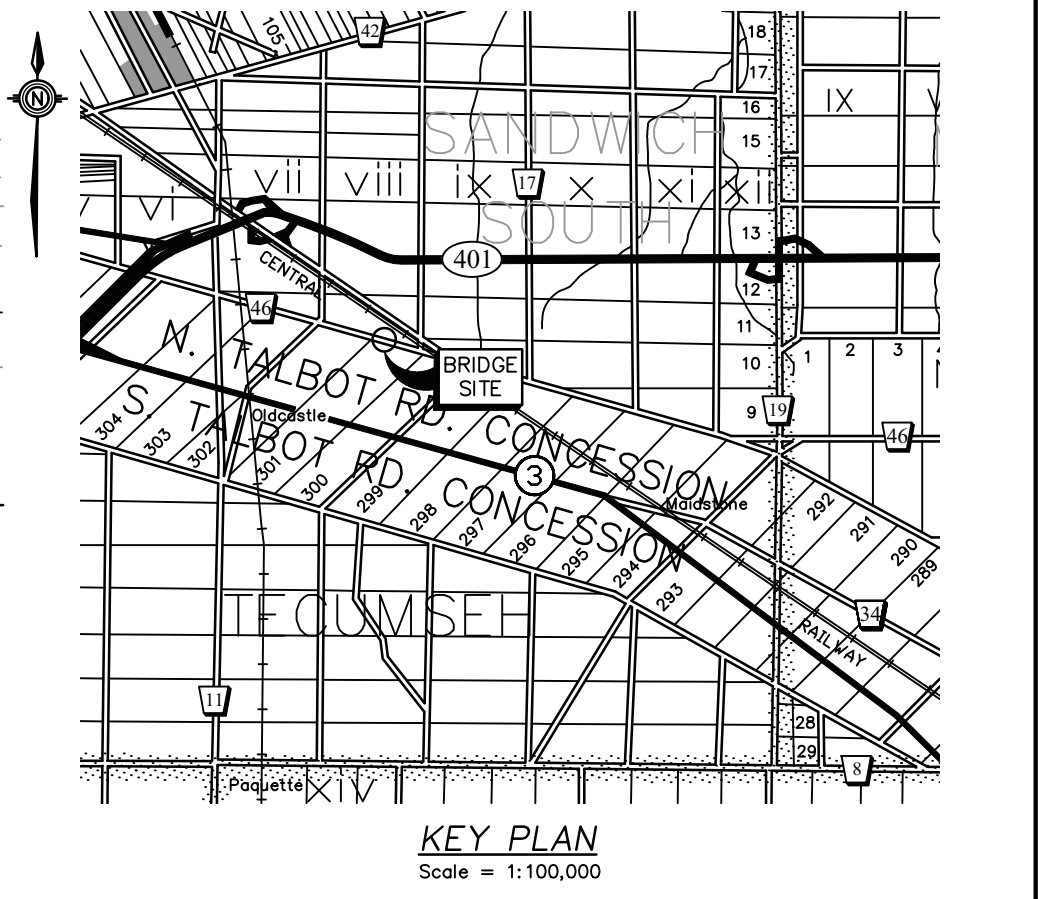
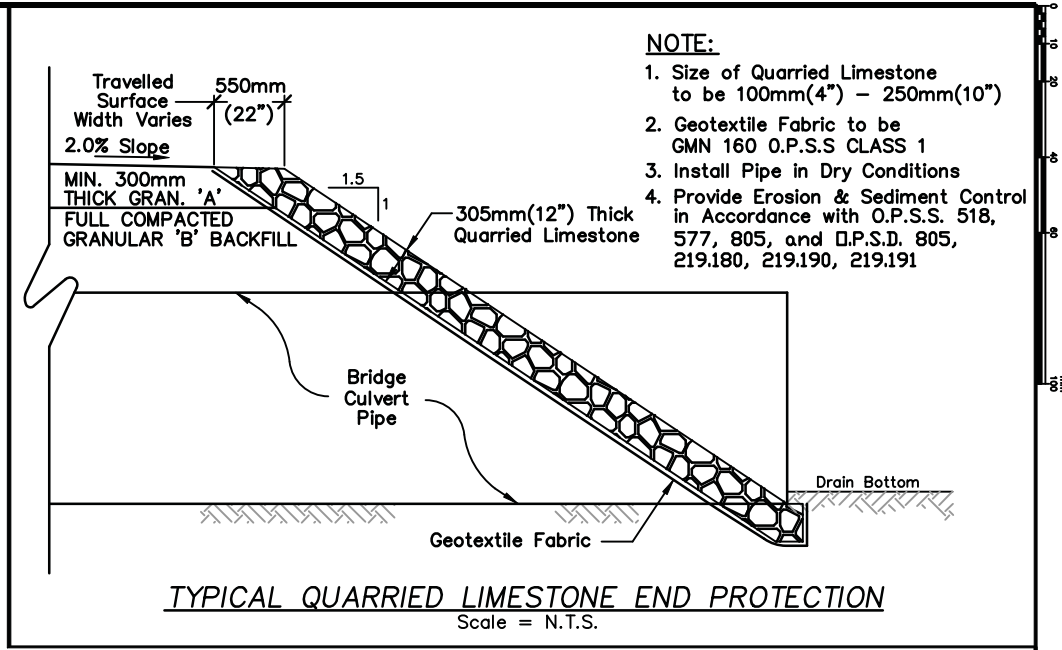
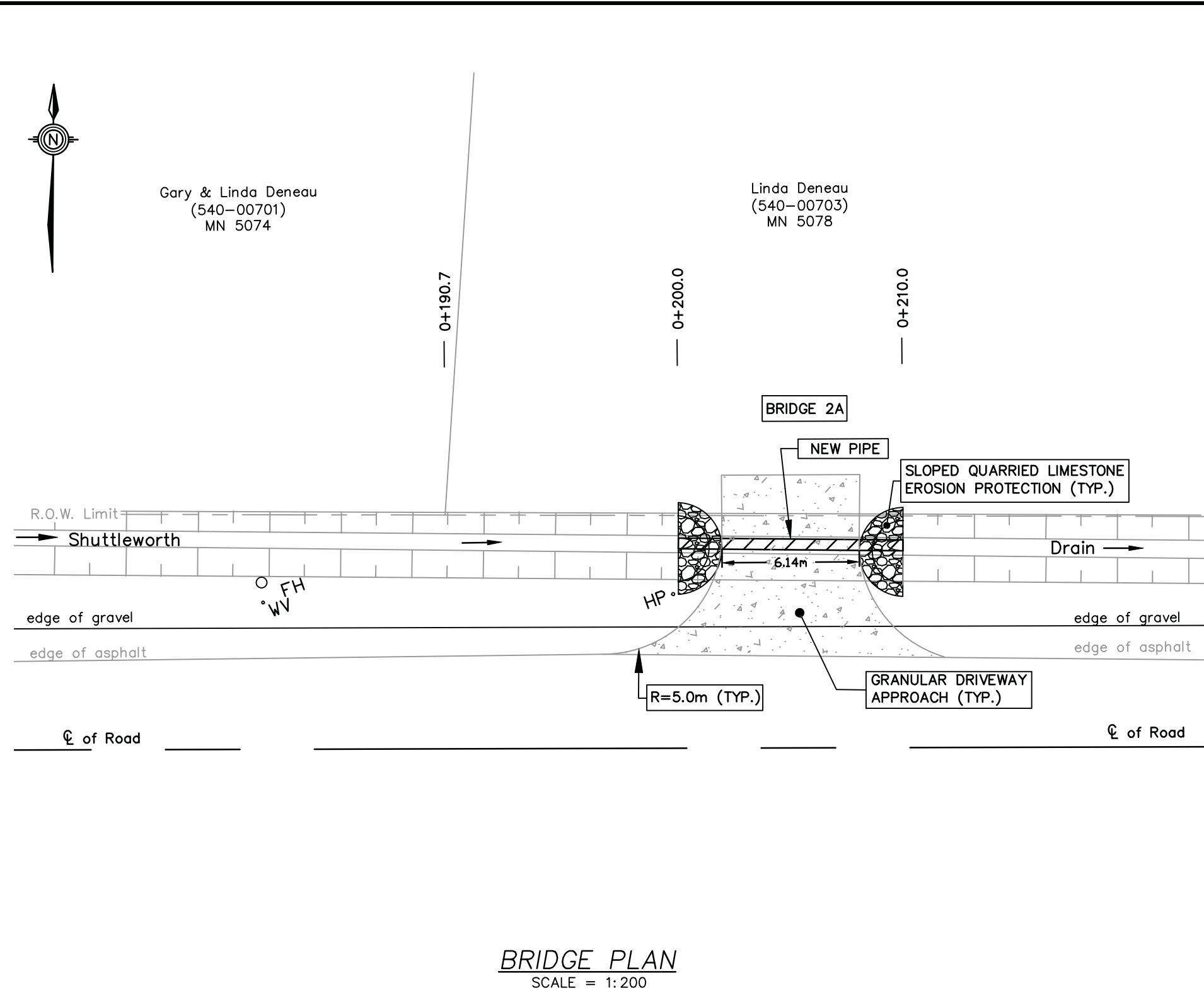
**SHUTTLEWORTH DRAIN**  
BRIDGE FOR GARY & LINDA DENEAU (540-00701)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**ROOD ENGINEERING INC.**  
*CONSULTING ENGINEERS*  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.S. PLOT CODE: 1:1 FILE: REI2017D020.DWG	<b>APPENDIX 'E'</b> 3 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
**ELEV. = 188.722m**

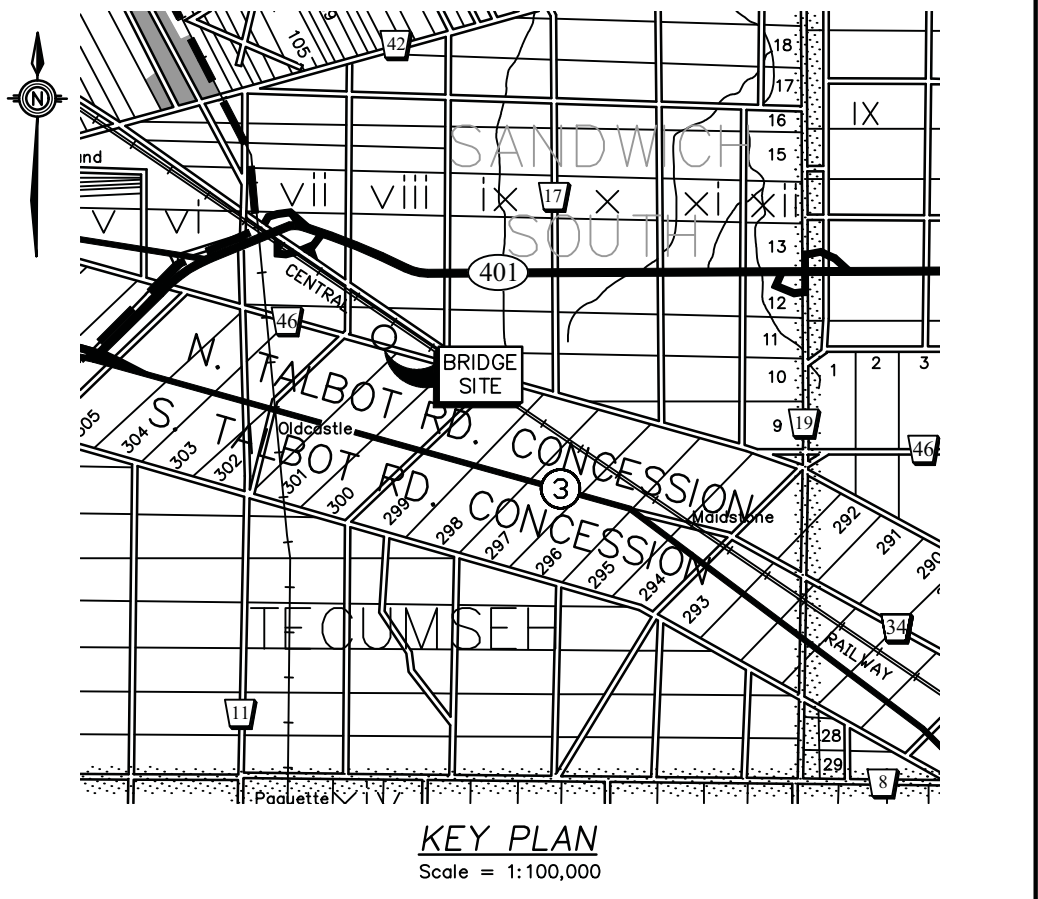
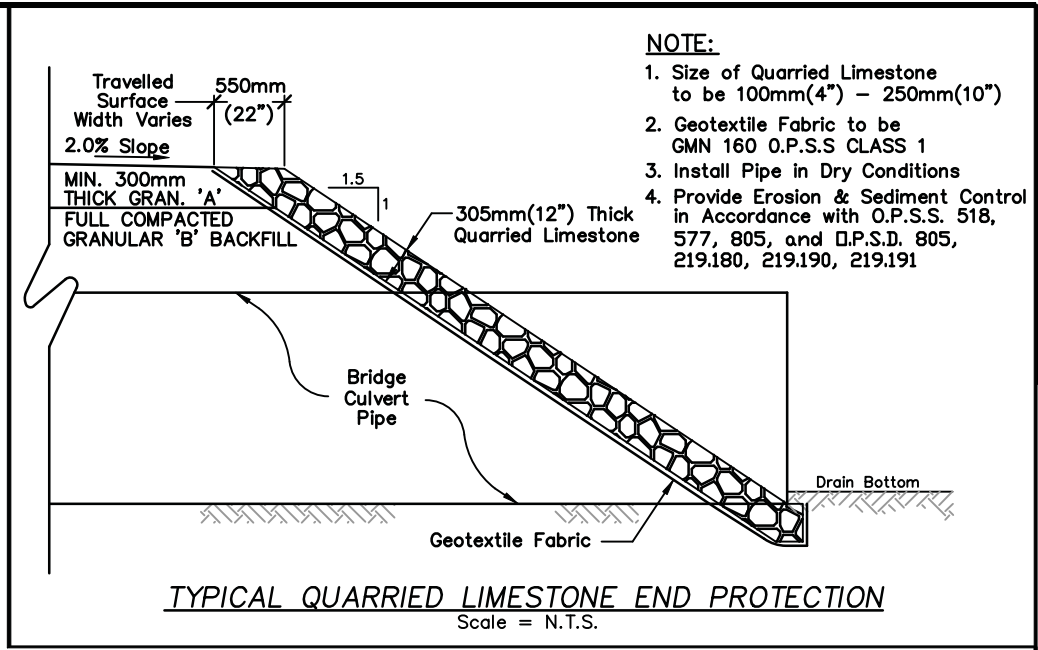
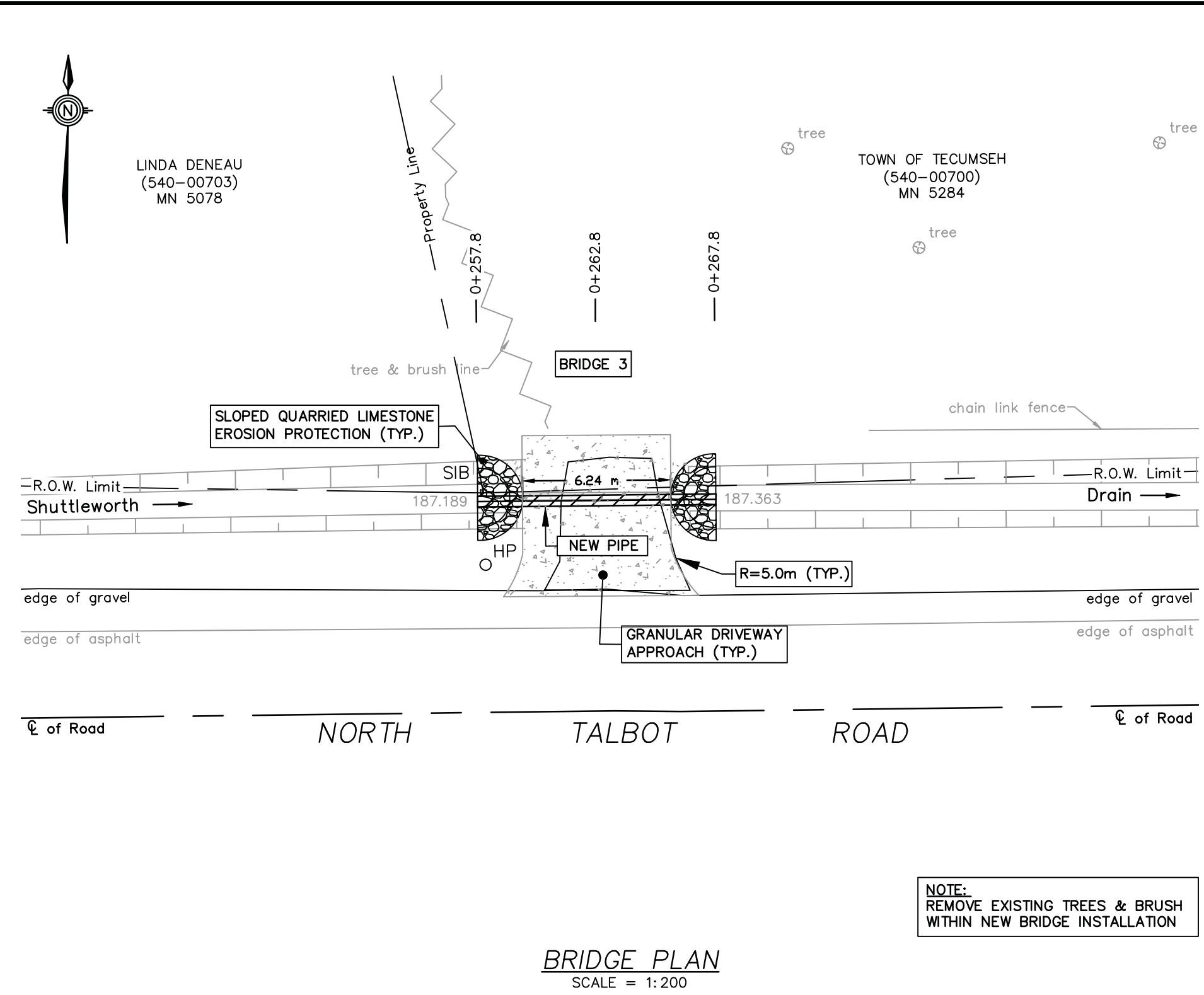
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	10.0m (32.8 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.115m DOWNSTREAM INV. (E) = 187.099m CL TOP OF DRIVEWAY = 188.020m DRAIN GRADE = 0.16%

**SHUTTLEWORTH DRAIN**  
BRIDGE FOR LINDA DENEAU (540-00703)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**ROOD ENGINEERING INC.**  
*CONSULTING ENGINEERS*  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.S. & G.R. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 4 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
**ELEV. = 188.722m**

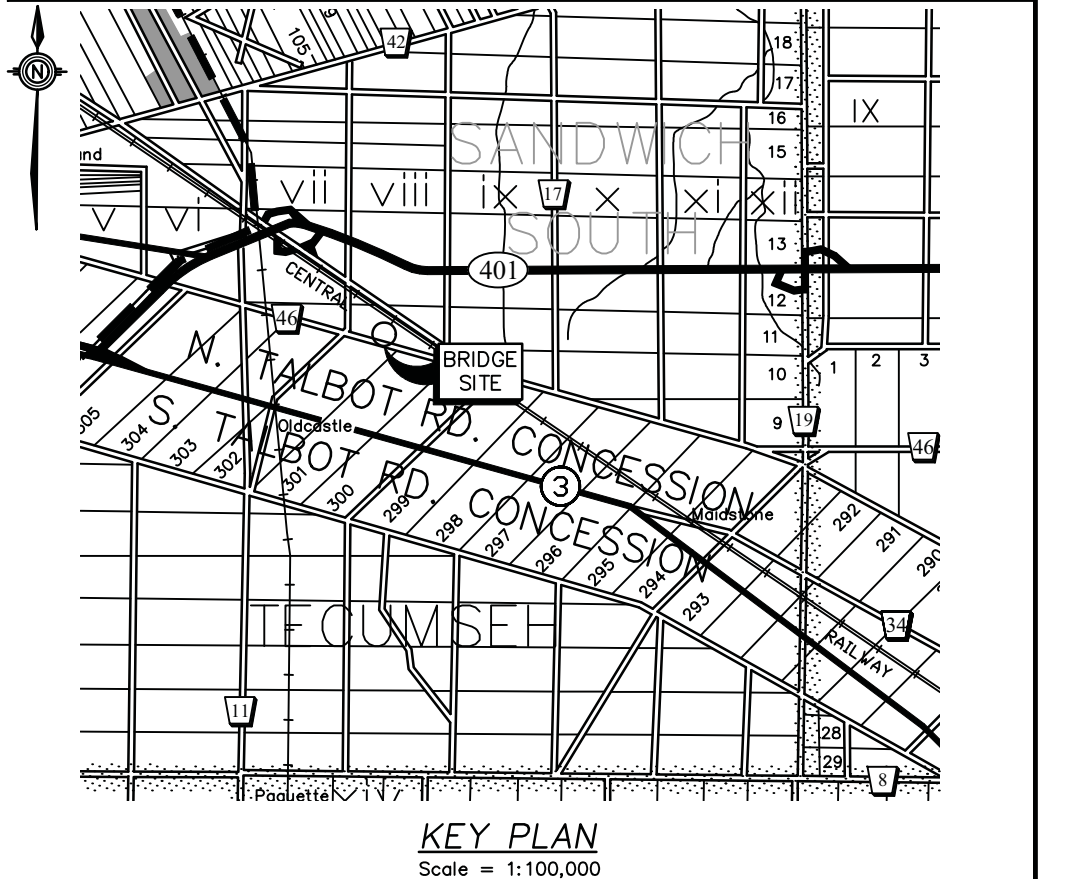
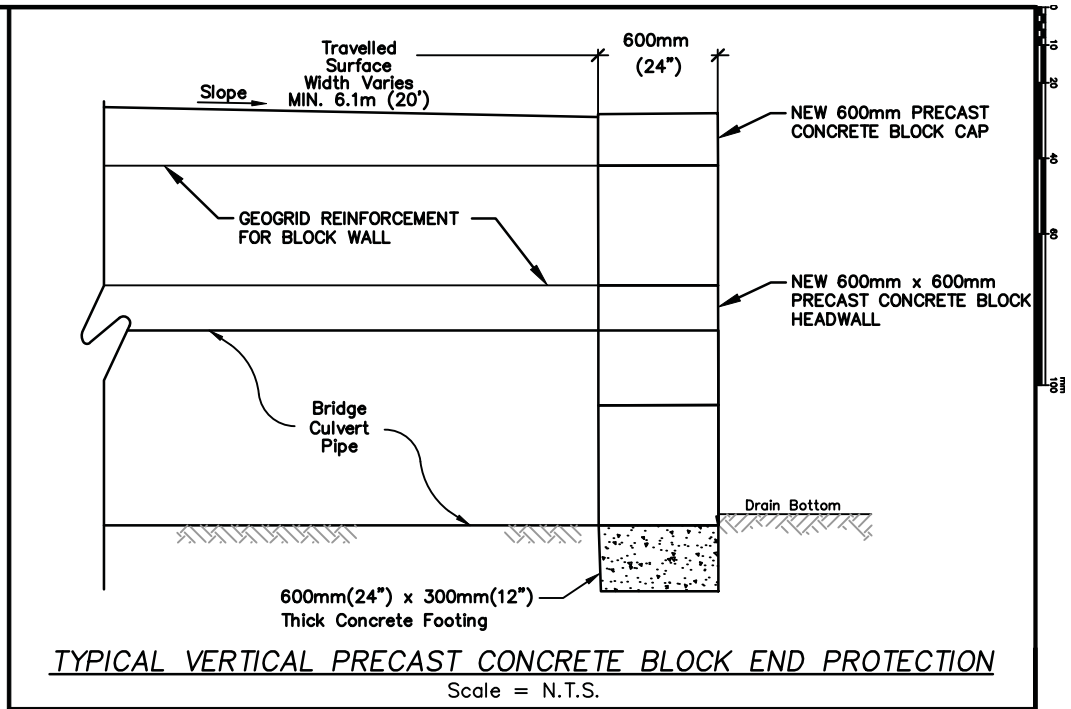
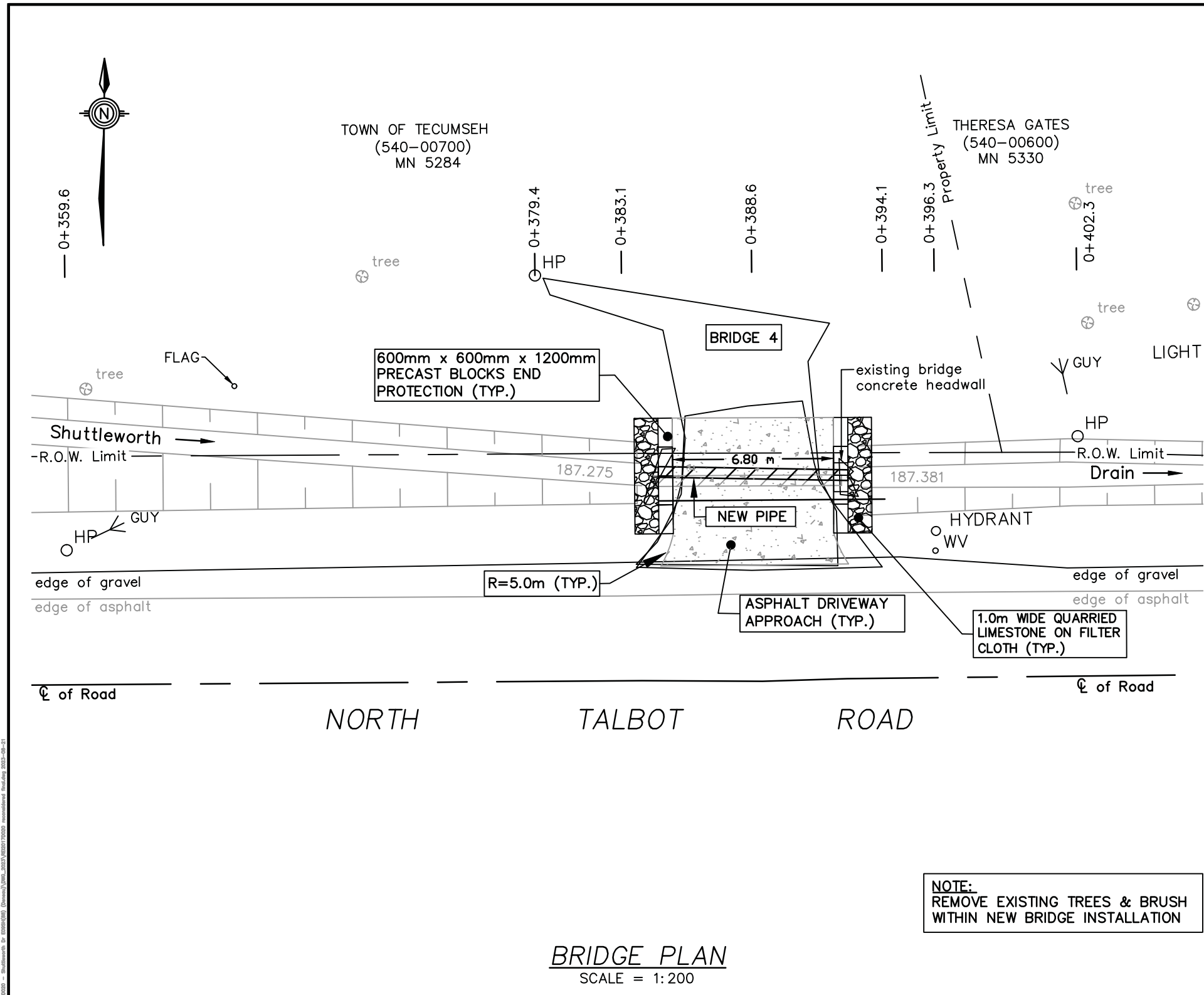
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	10.0m (32.80 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.020m DOWNSTREAM INV. (E) = 187.004m ℄ TOP OF DRIVEWAY = 187.891m DRAIN GRADE = 0.16%

**SHUTTLEWORTH DRAIN**  
BRIDGE FOR TOWN OF TECUMSEH (540-00700) (WEST ENTRANCE)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**ROOD ENGINEERING INC.**  
*CONSULTING ENGINEERS*  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 5 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT LOCATED APPROX. 17.5 METRES EAST OF THE EAST END OF PROPOSED BRIDGE FRONTING MN 5074 ON THE NORTH SIDE OF NORTH TALBOT ROAD  
**ELEV. = 188.722m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	8.0m (26.25 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 186.816m DOWNSTREAM INV. (E) = 186.804m ℄ TOP OF DRIVEWAY = 187.983m DRAIN GRADE = 0.16%

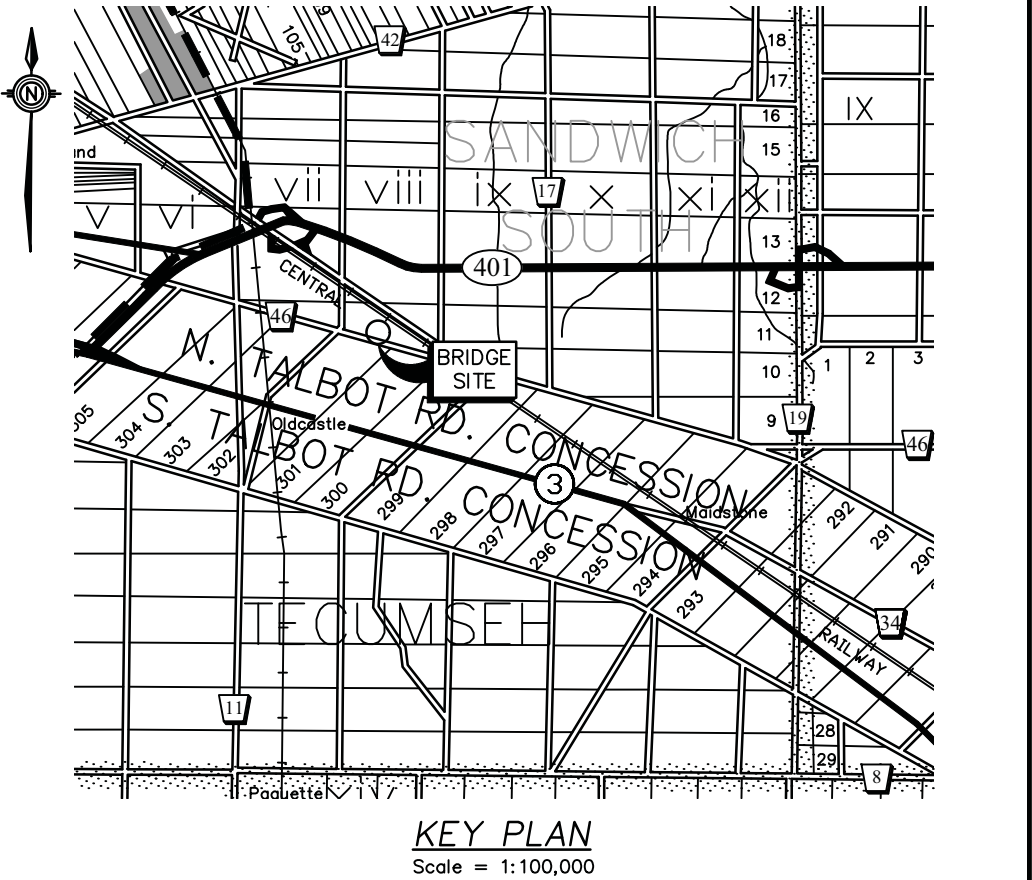
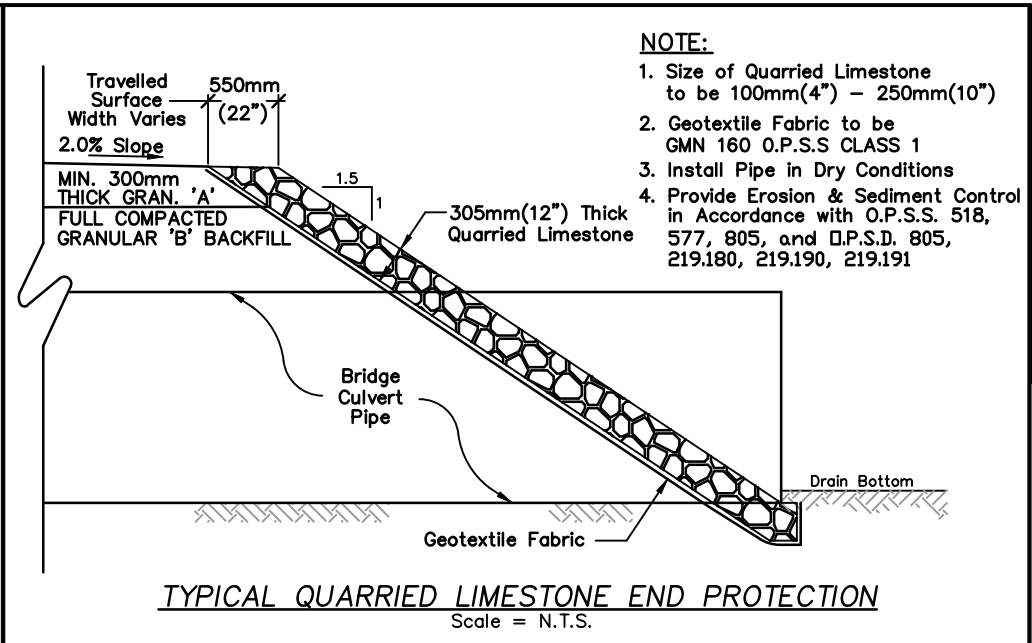
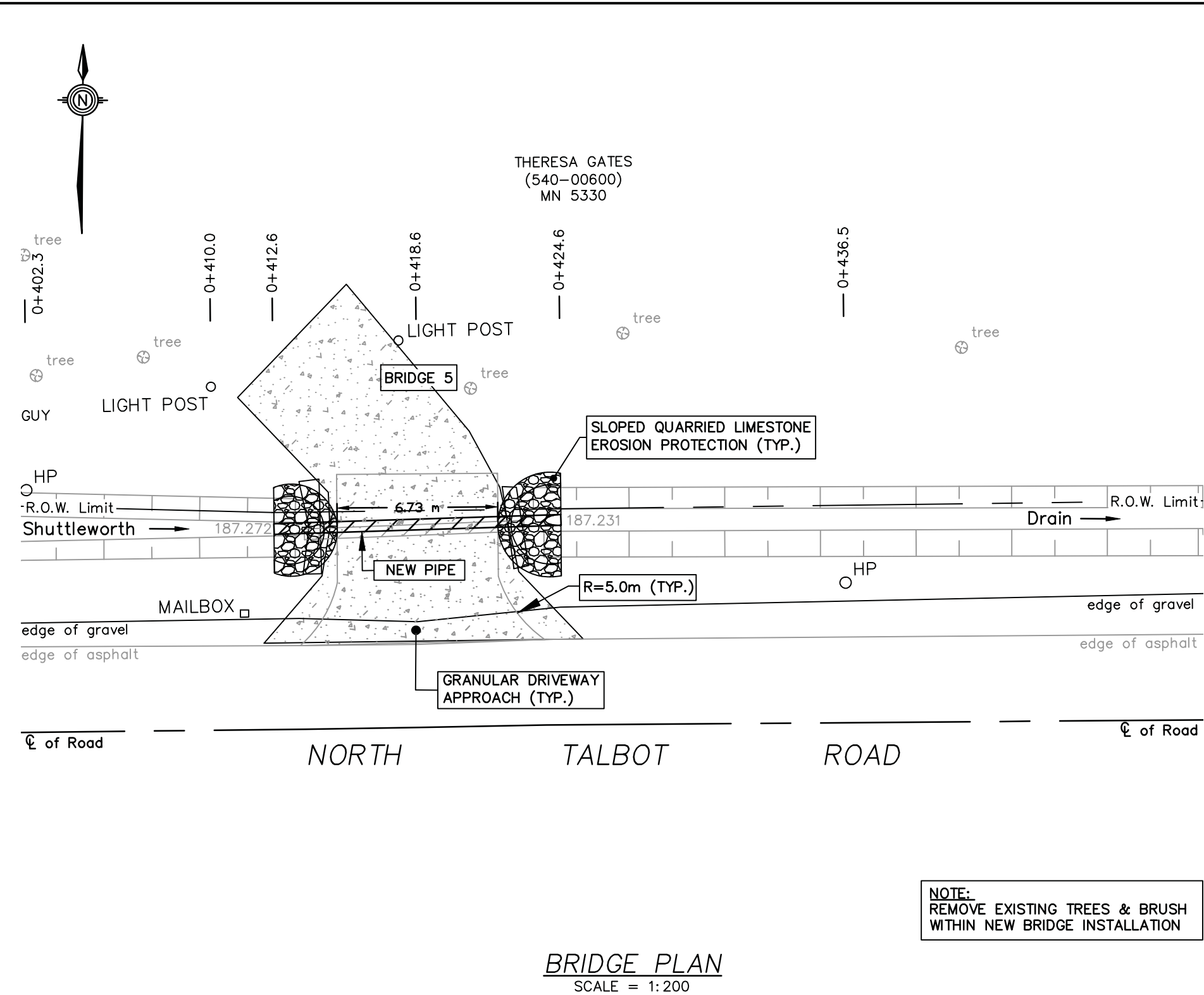
**SHUTTLEWORTH DRAIN**  
BRIDGE FOR TOWN OF TECUMSEH (540-00700) (EAST ENTRANCE)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 6 OF 17
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NOTE:  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

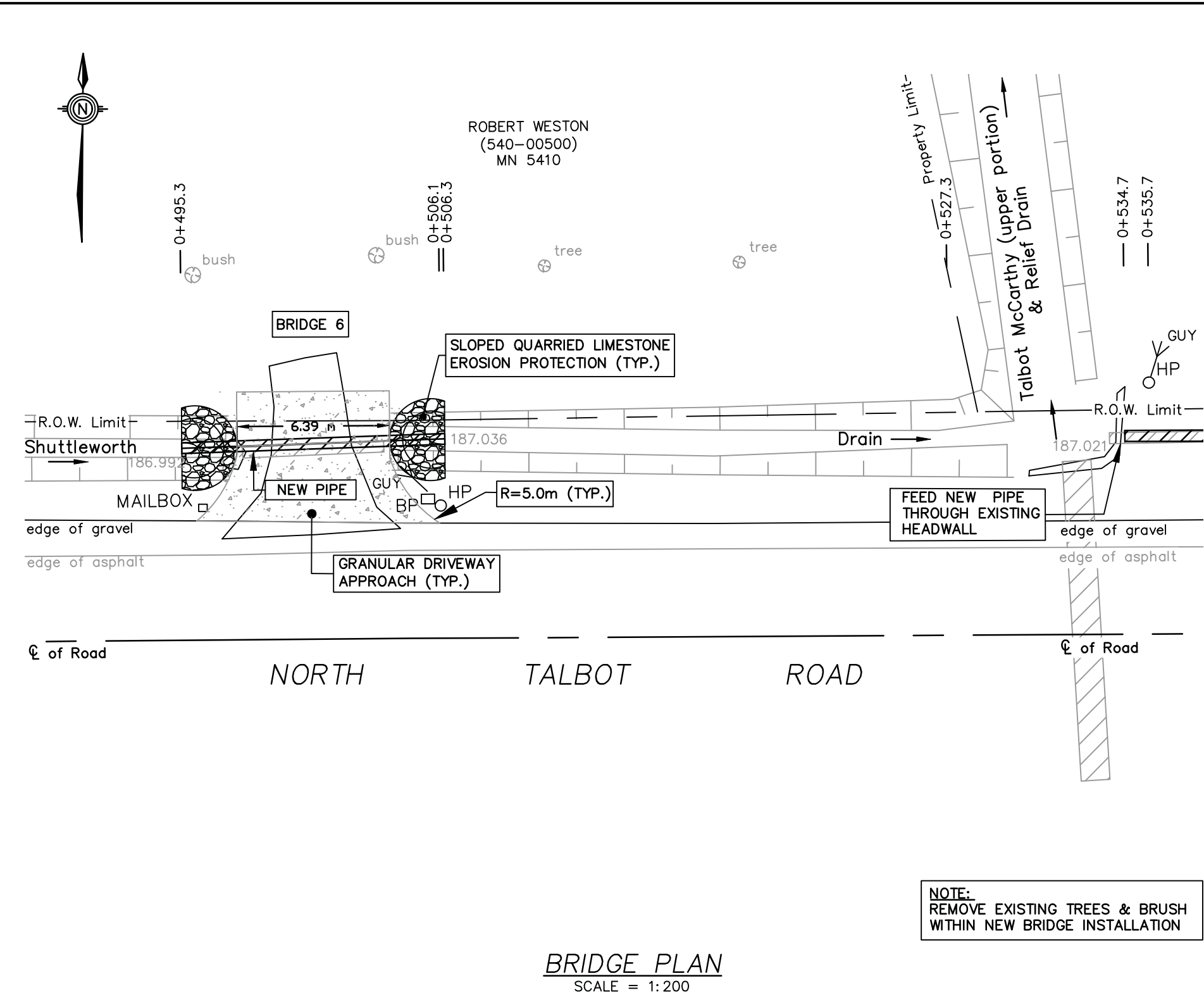
<b>BENCHMARK:</b> TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD DIRECTLY IN FRONT OF MUNICIPAL NUMBER (M.N.) 5410 <b>ELEV. = 188.632m</b>					
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	12.0m (39.37 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 186.772m DOWNSTREAM INV. (E) = 186.752m ℄ TOP OF DRIVEWAY = 188.142m DRAIN GRADE = 0.16%

SHUTTLEWORTH DRAIN  
BRIDGE FOR THERESA GATES (540-00600)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

**Rood Engineering Inc.**  
 CONSULTING ENGINEERS  
 Leamington, Ontario  
 519-322-1621

FILE No.: 2017D020  
 DRAWN BY: K.D.  
 PLOT CODE: 1:1  
 FILE: REI2017D020.DWG

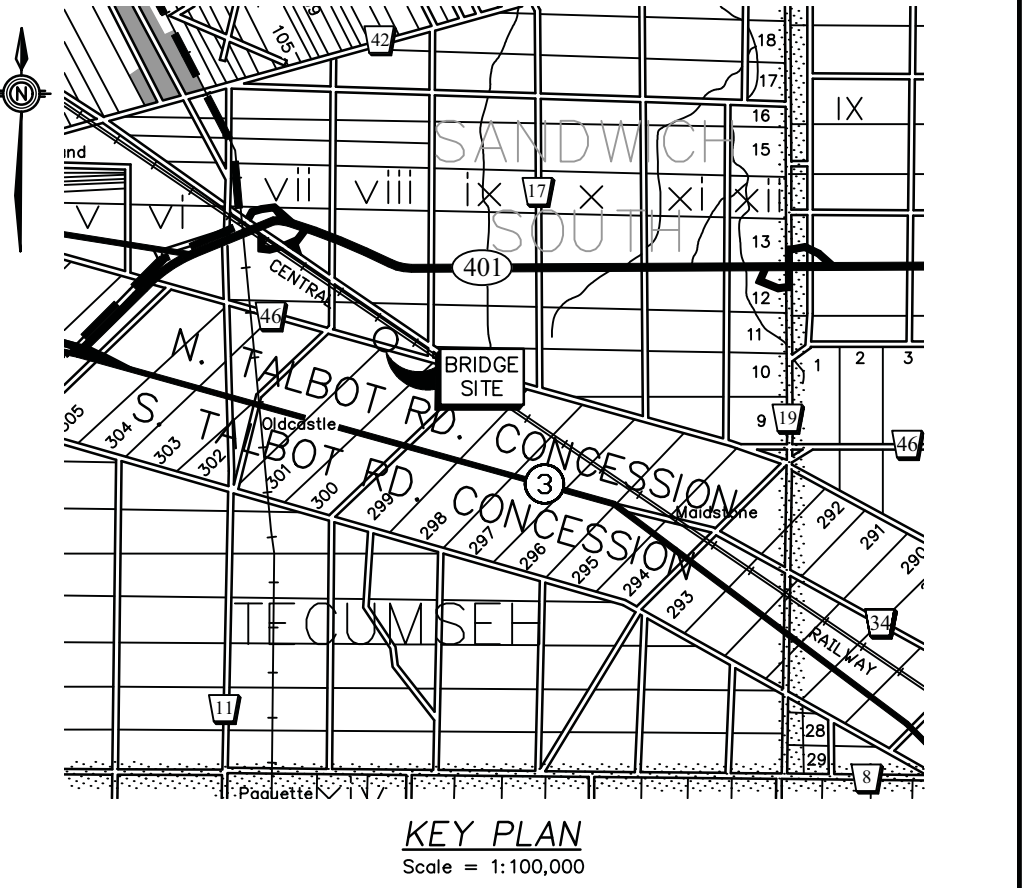
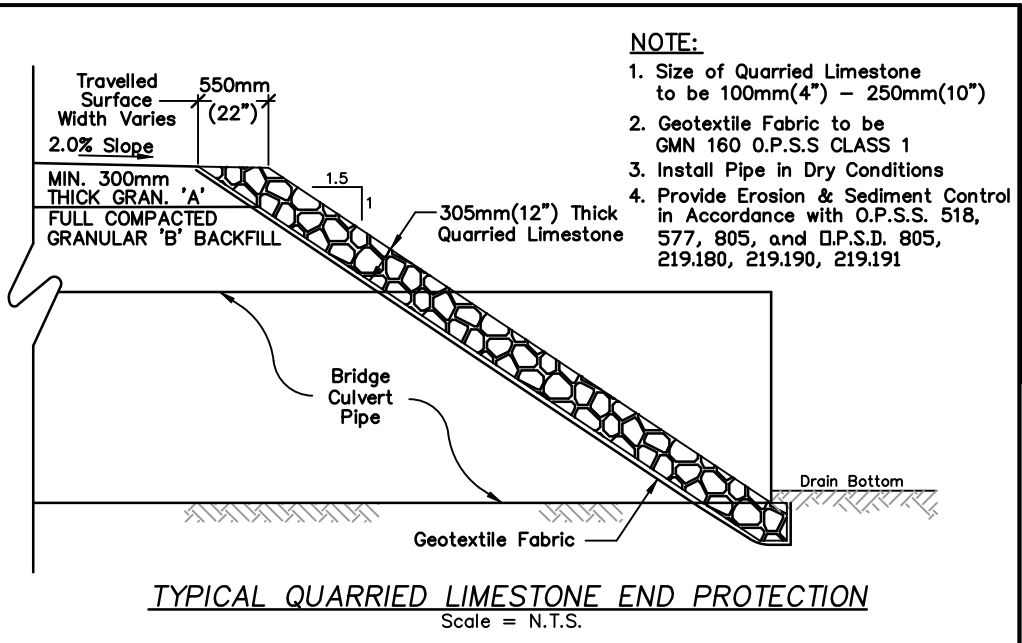
DATE: 2023-08-21  
 APPENDIX 'E'  
 7 OF 17



**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD DIRECTLY IN FRONT OF MUNICIPAL NUMBER (M.N.) 5410  
ELEV. = 188.632m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	11.0m (36.09 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 186.639m DOWNSTREAM INV. (E) = 186.621m ℄ TOP OF DRIVEWAY = 187.792m DRAIN GRADE = 0.16%

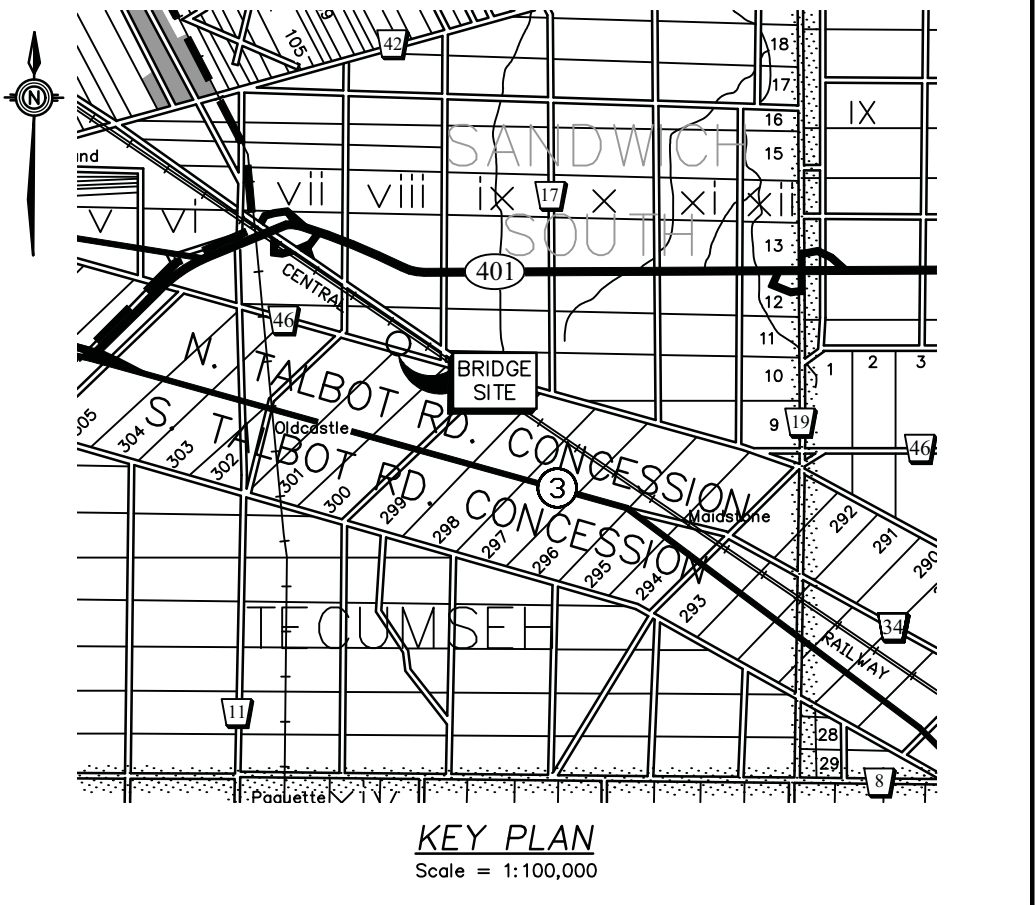
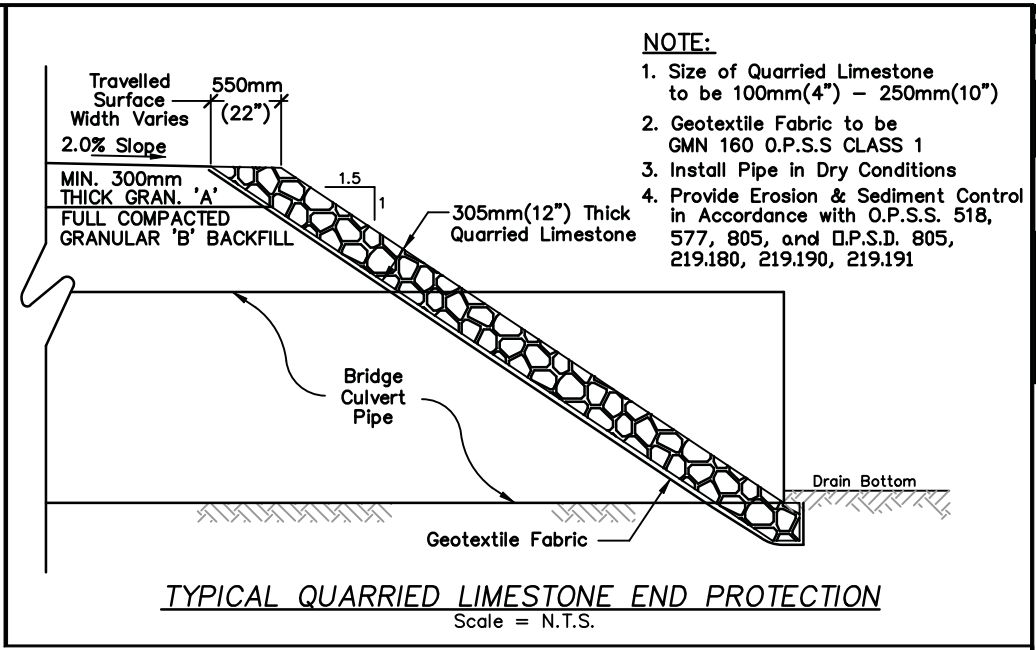
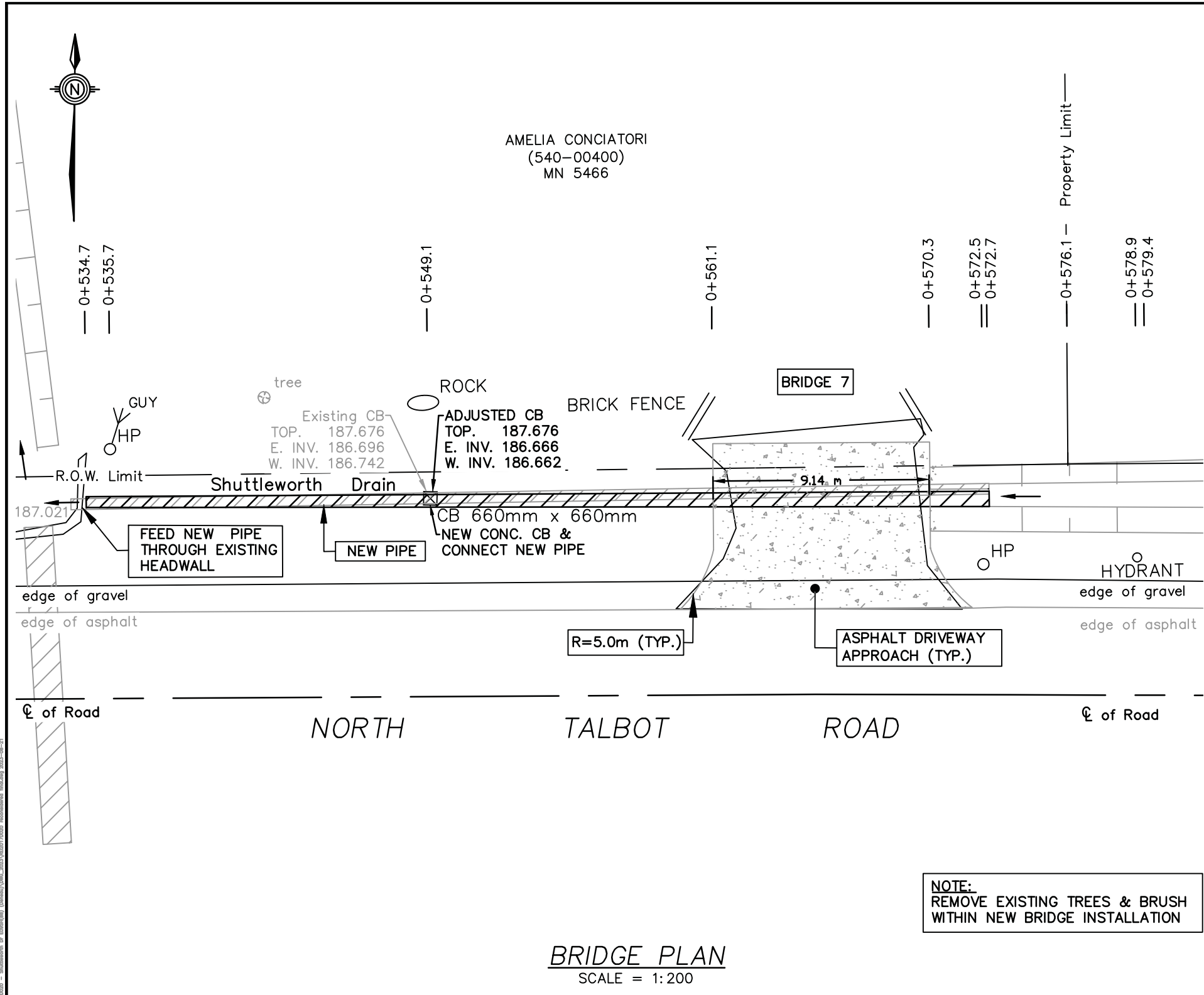
**SHUTTLEWORTH DRAIN**  
BRIDGE FOR ROBERT WESTON (540-00500)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO



**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 8 OF 17
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BENCHMARK:  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD DIRECTLY IN FRONT OF MUNICIPAL NUMBER (M.N.) 5410  
ELEV. = 188.632m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	38.0m (124.7 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 186.792m DOWNSTREAM INV. (W) = 186.588m ℄ TOP OF DRIVEWAY = 187.925m DRAIN GRADE = 0.53%

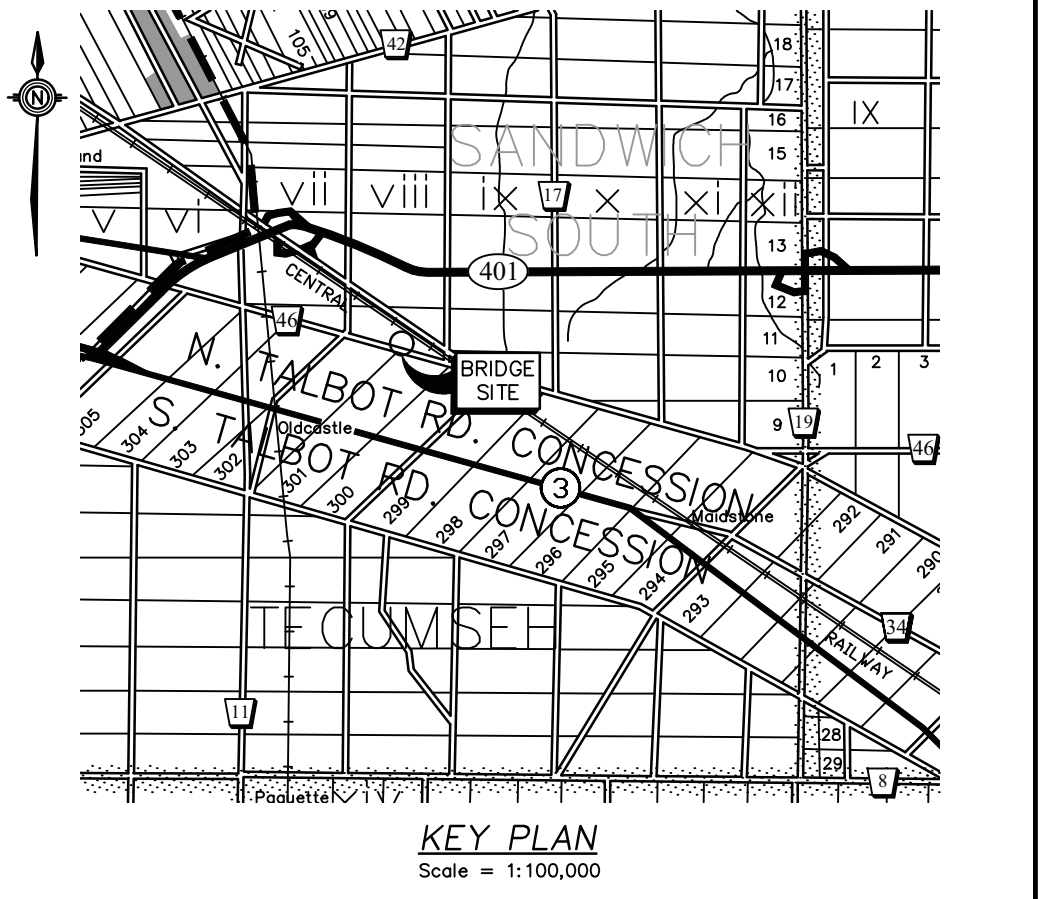
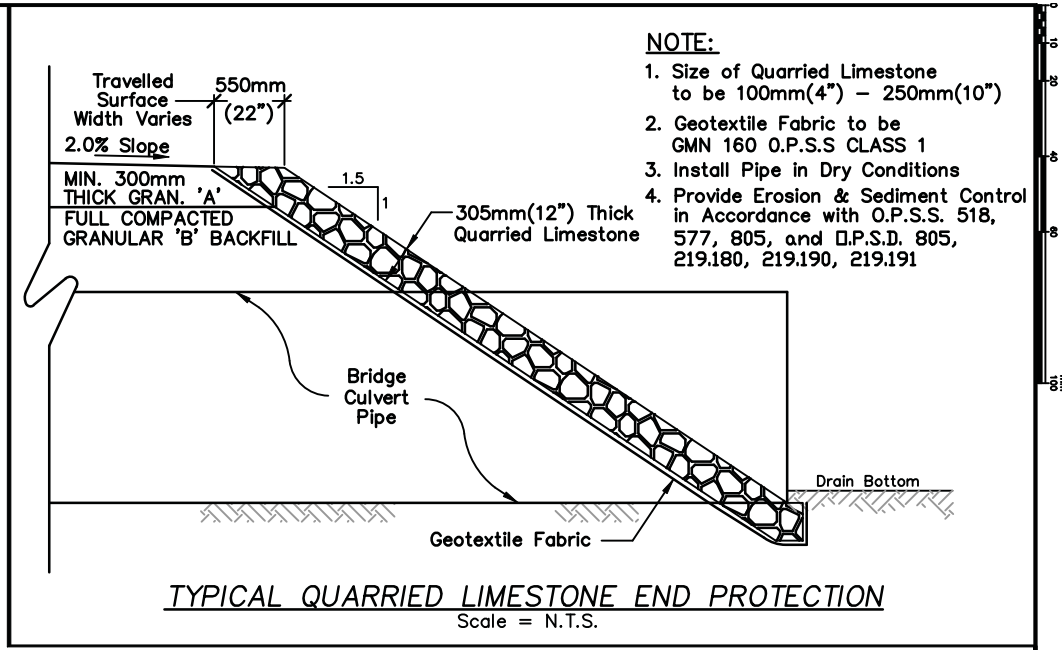
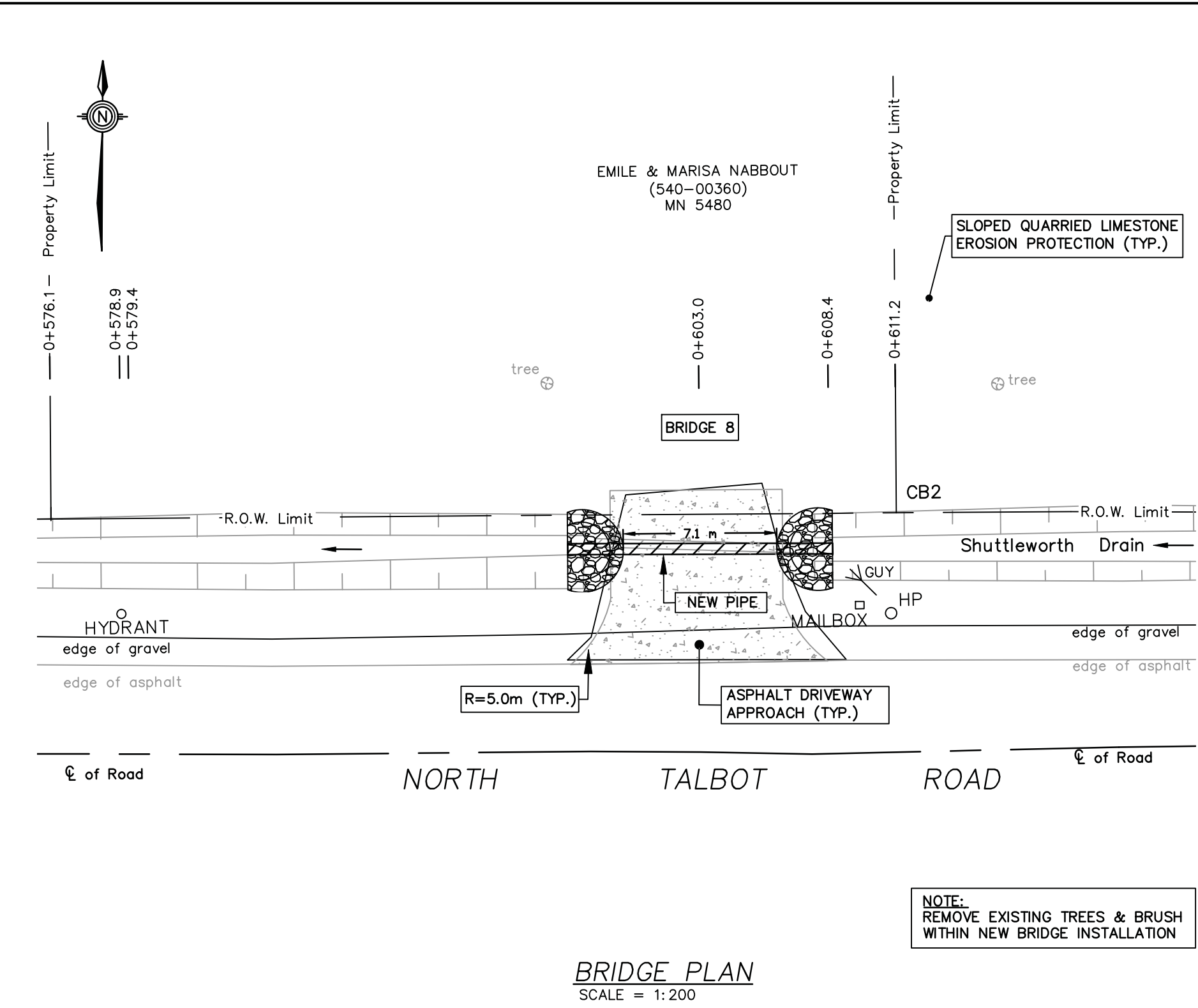
SHUTTLEWORTH DRAIN  
BRIDGE ENCLOSURE FOR AMELIA CONCIATORI (540-00400)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 9 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER (M.N.) 5475 AND IN FRONT OF M.N 5480  
ELEV. = 188.673m

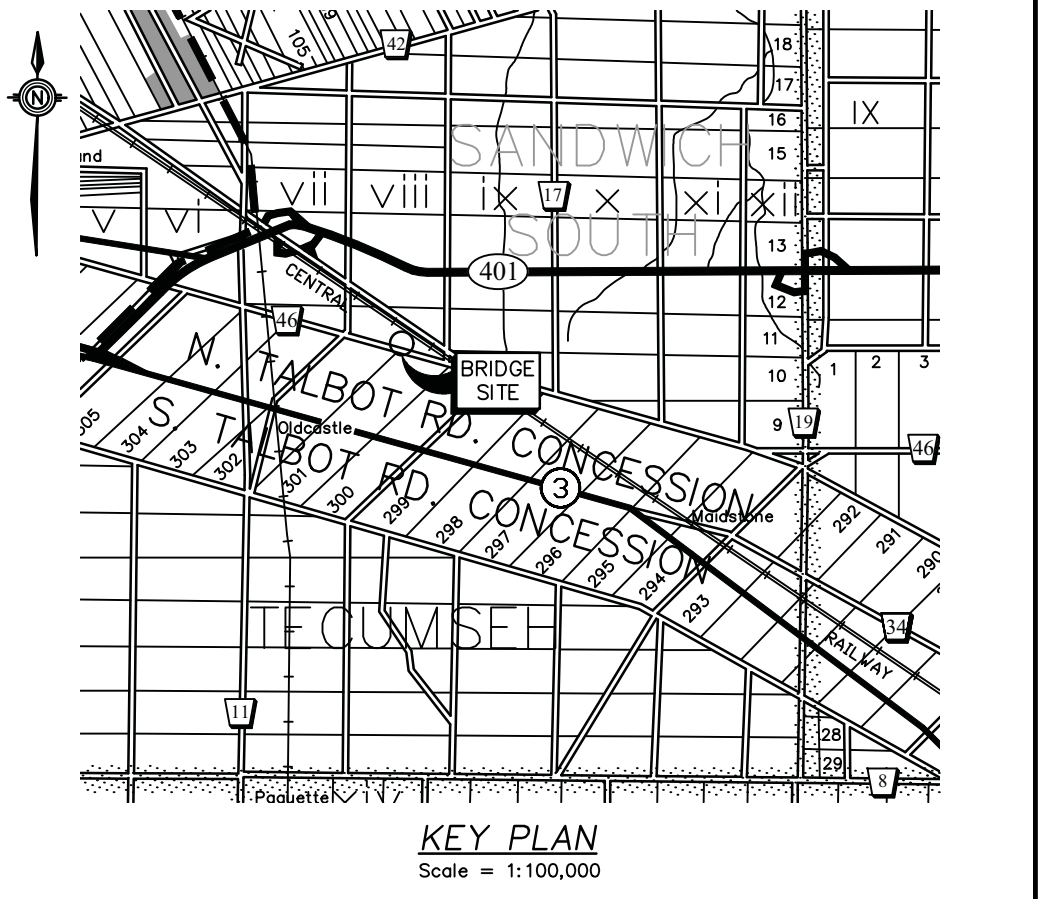
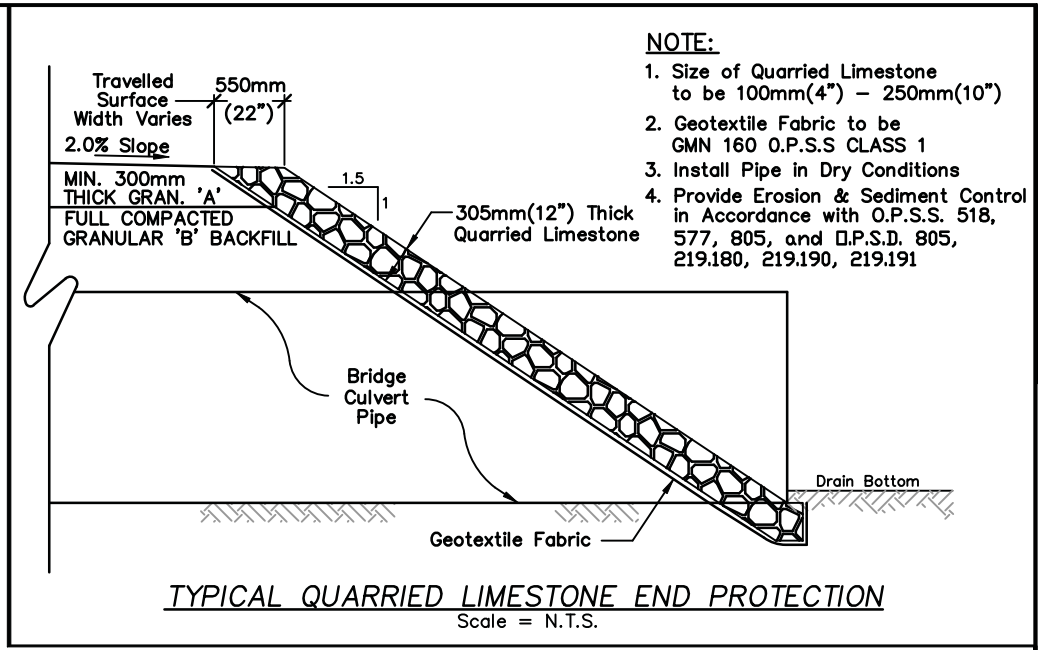
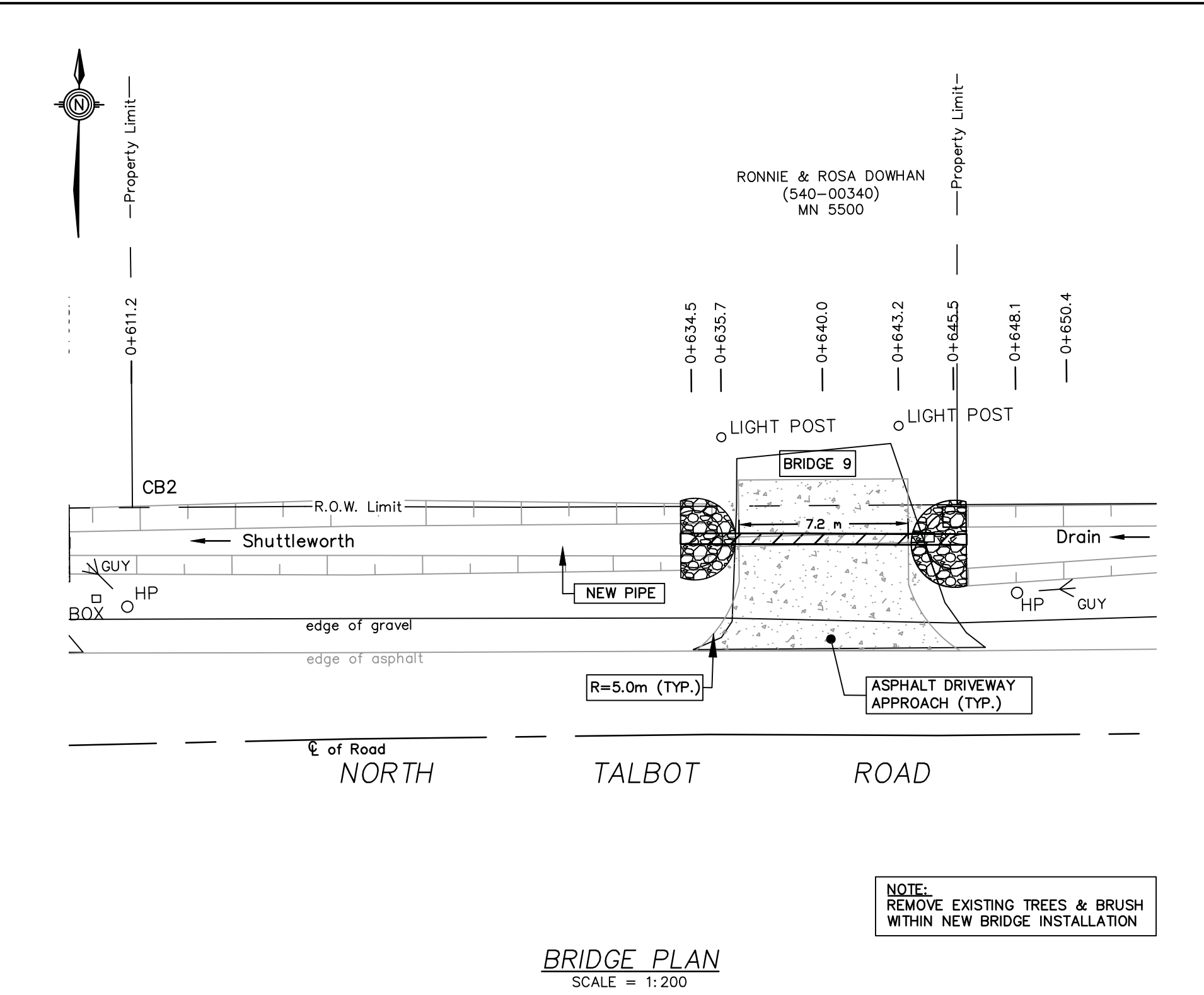
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	12m (39.4 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 186.977m DOWNSTREAM INV. (W) = 186.913m ℄ TOP OF DRIVEWAY = 187.900m DRAIN GRADE = 0.53%

**SHUTTLEWORTH DRAIN**  
BRIDGE ENCLOSURE FOR EMILE & MARISA NABBOUT (540-00360)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 10 OF 17
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**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER (M.N.) 5475 AND IN FRONT OF M.N 5480  
ELEV. = 188.673m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmØ	12.0m (39.4 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 187.174m DOWNSTREAM INV. (W) = 187.111m CL TOP OF DRIVEWAY = 188.100m DRAIN GRADE = 0.53%

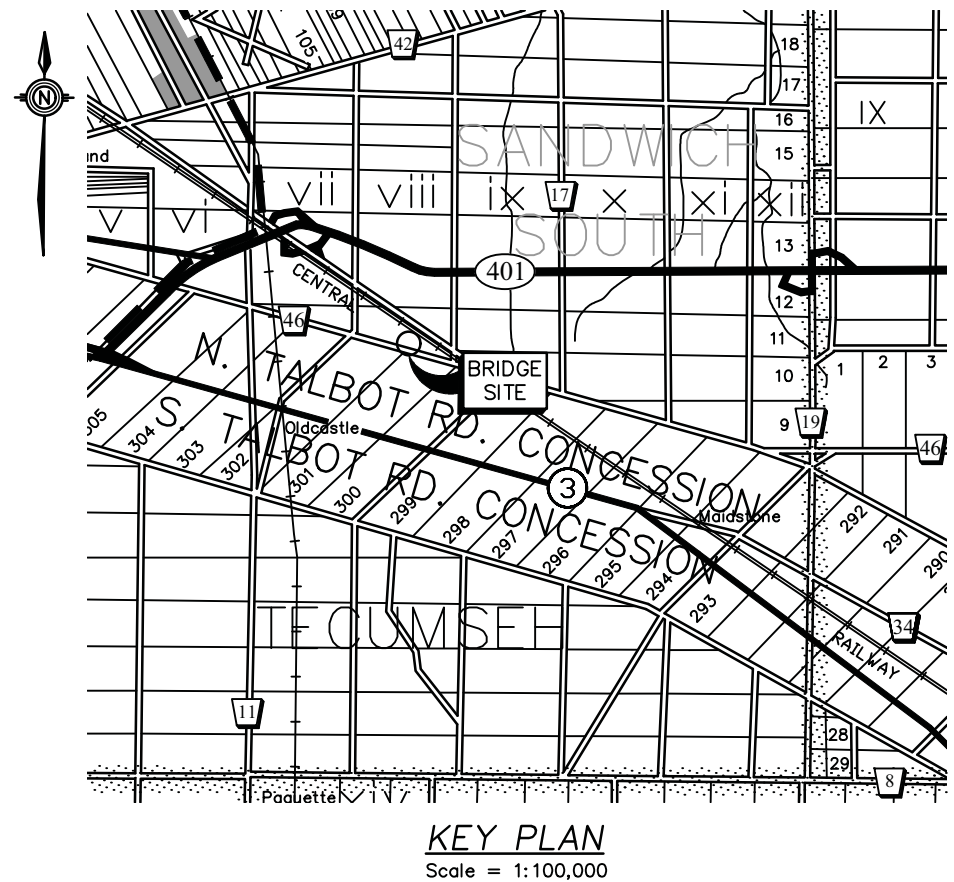
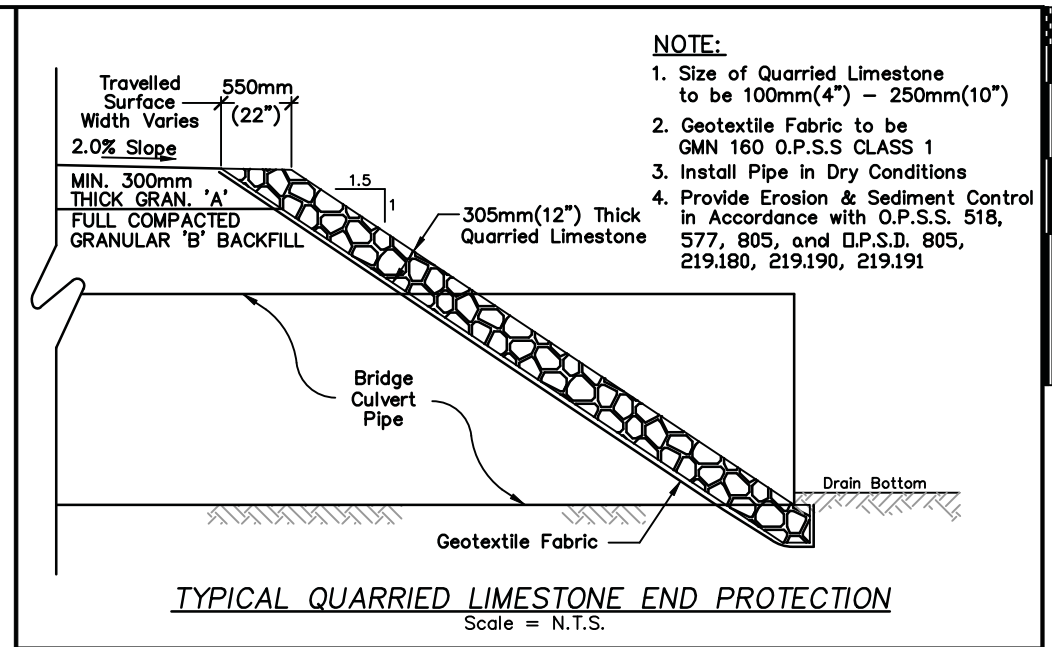
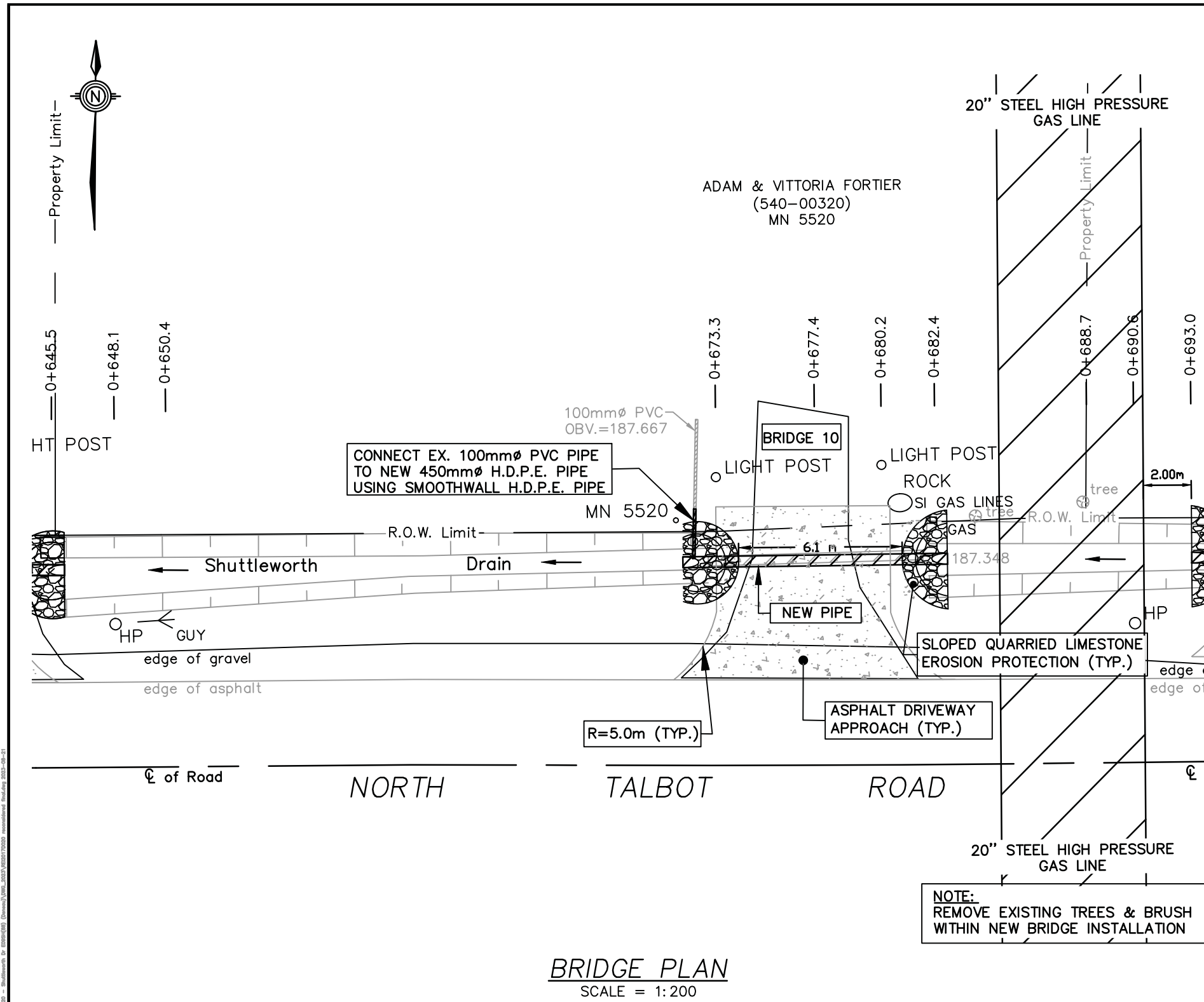
**SHUTTLEWORTH DRAIN**  
BRIDGE FOR RONNIE & ROSA DOWHAN (540-00340)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

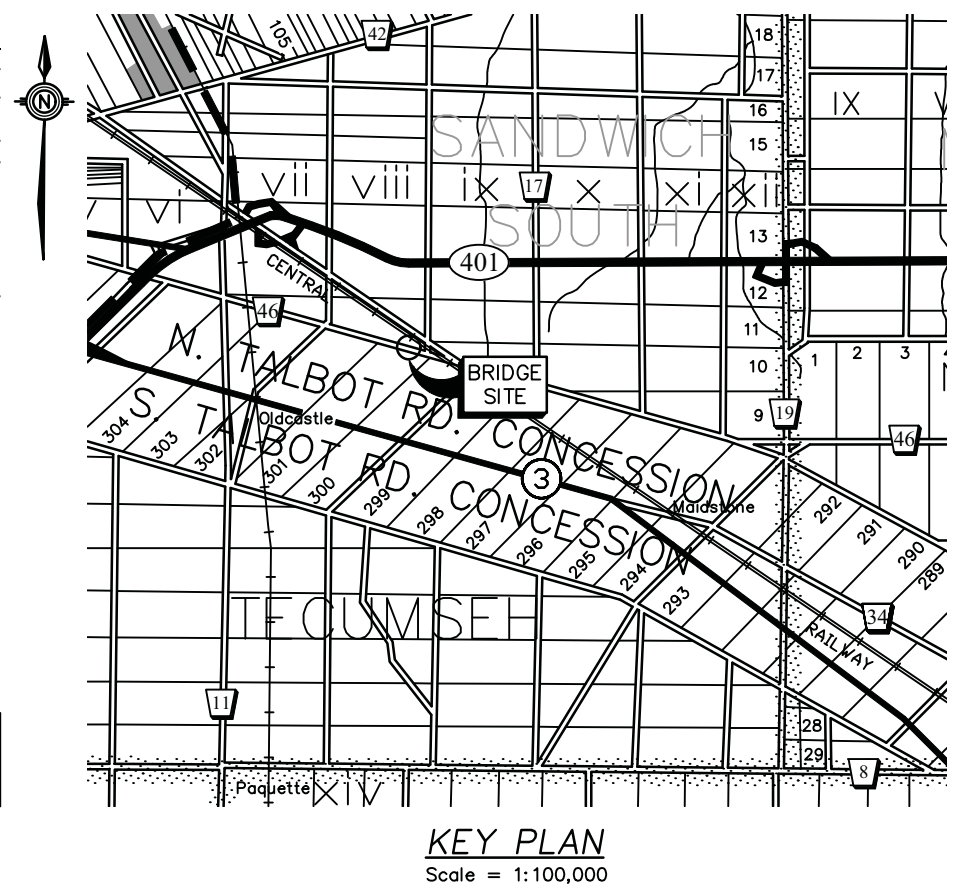
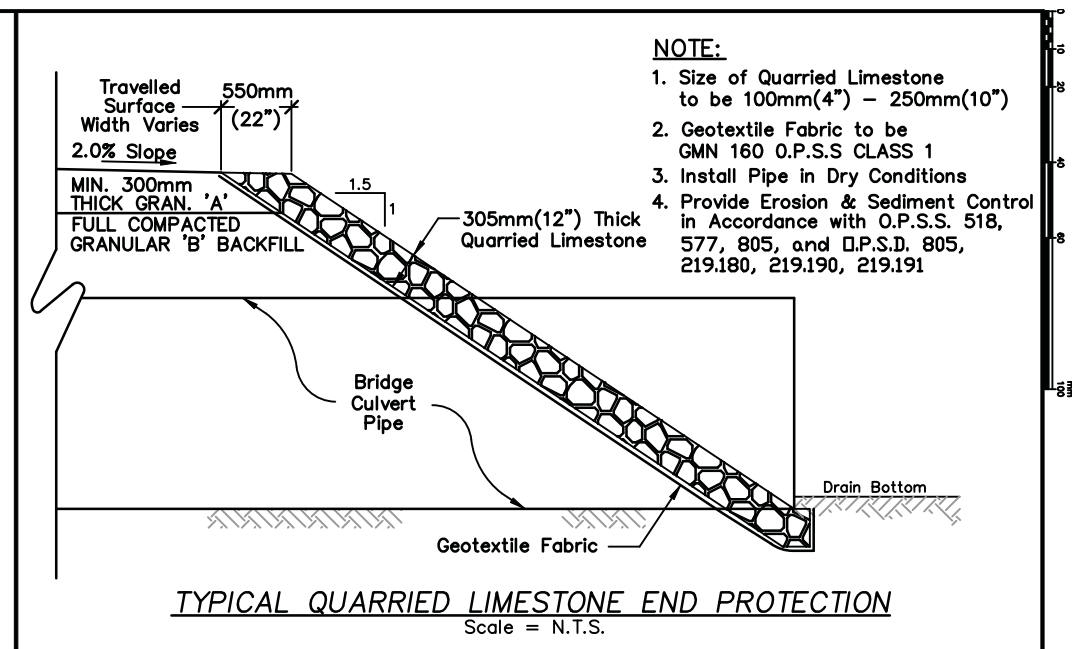
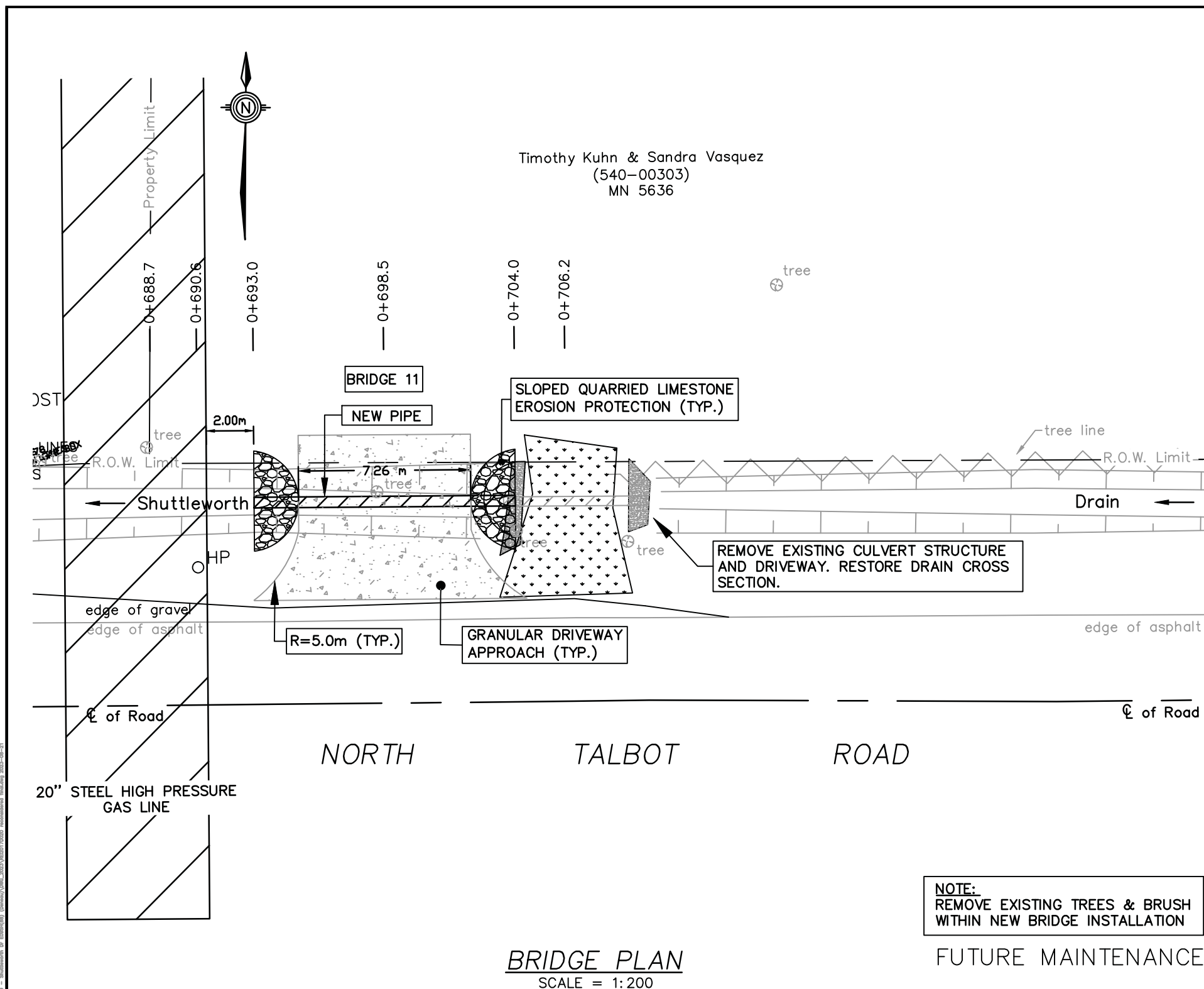
DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 11 OF 17
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<b>BENCHMARK:</b> TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER (M.N.) 5475 AND IN FRONT OF M.N 5480 <b>ELEV. = 188.673m</b>						<b>SHUTTLEWORTH DRAIN</b> BRIDGE ENCLOSURE FOR ADAM & VITTORIA FORTIER (540-00320) (GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH) IN THE <b>TOWN OF TECUMSEH</b> IN THE <b>COUNTY OF ESSEX • ONTARIO</b>		<b>ROOD ENGINEERING INC.</b> CONSULTING ENGINEERS Leamington, Ontario 519-322-1621		DATE: 2023-08-21	
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:			FILE No.:	DRAWN BY: K.D.		
450mmØ	11.0m (36.0 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 187.369m DOWNSTREAM INV. (W) = 187.310m ℄ TOP OF DRIVEWAY = 188.250m DRAIN GRADE = 0.53%			2017D020	PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 12 OF 17	



**BENCHMARK:**  
 TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH  
 TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER  
 (M.N.) 5475 AND IN FRONT OF M.N 5480 ELEV. = 188.673m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
450mmø	11.0m (36.09 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (E) = 187.479m DOWNSTREAM INV. (W) = 187.421m ⌚ TOP OF DRIVEWAY = 188.400m DRAIN GRADE = 0.53%

SHUTTLEWORTH DRAIN  
BRIDGE FOR TIMOTHY KUHN & SANDRA VASQUEZ (540-003??)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

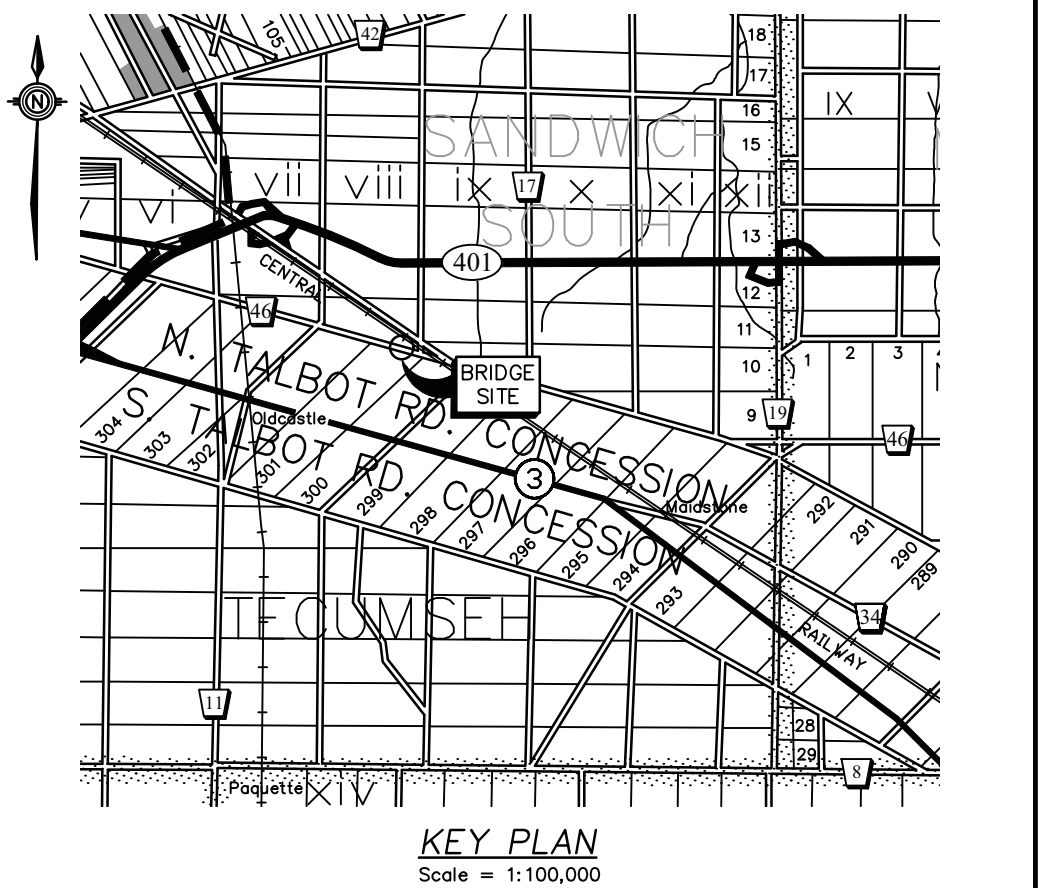
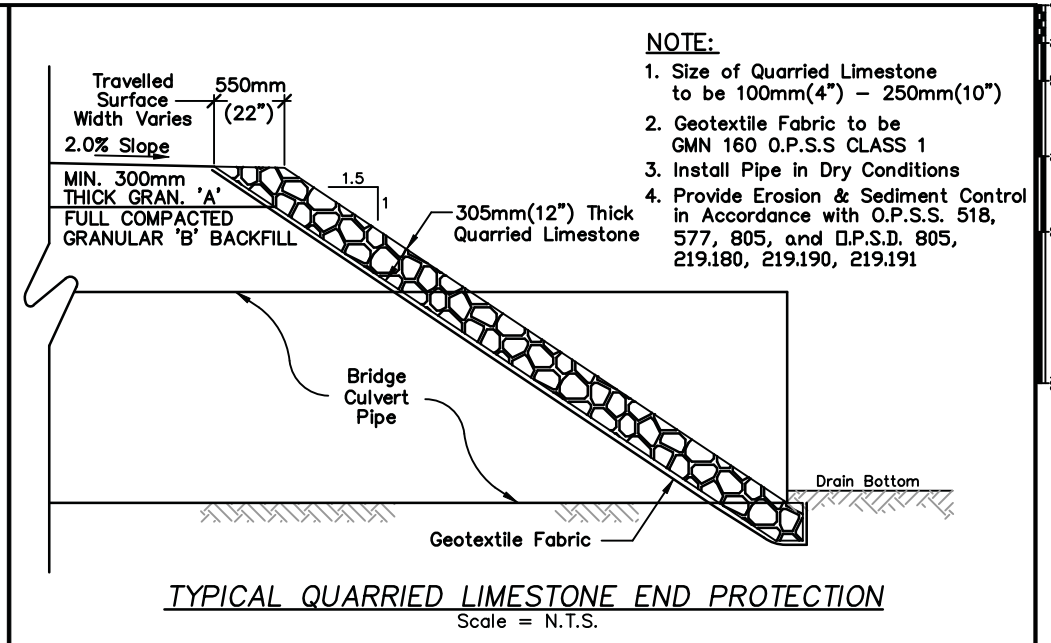
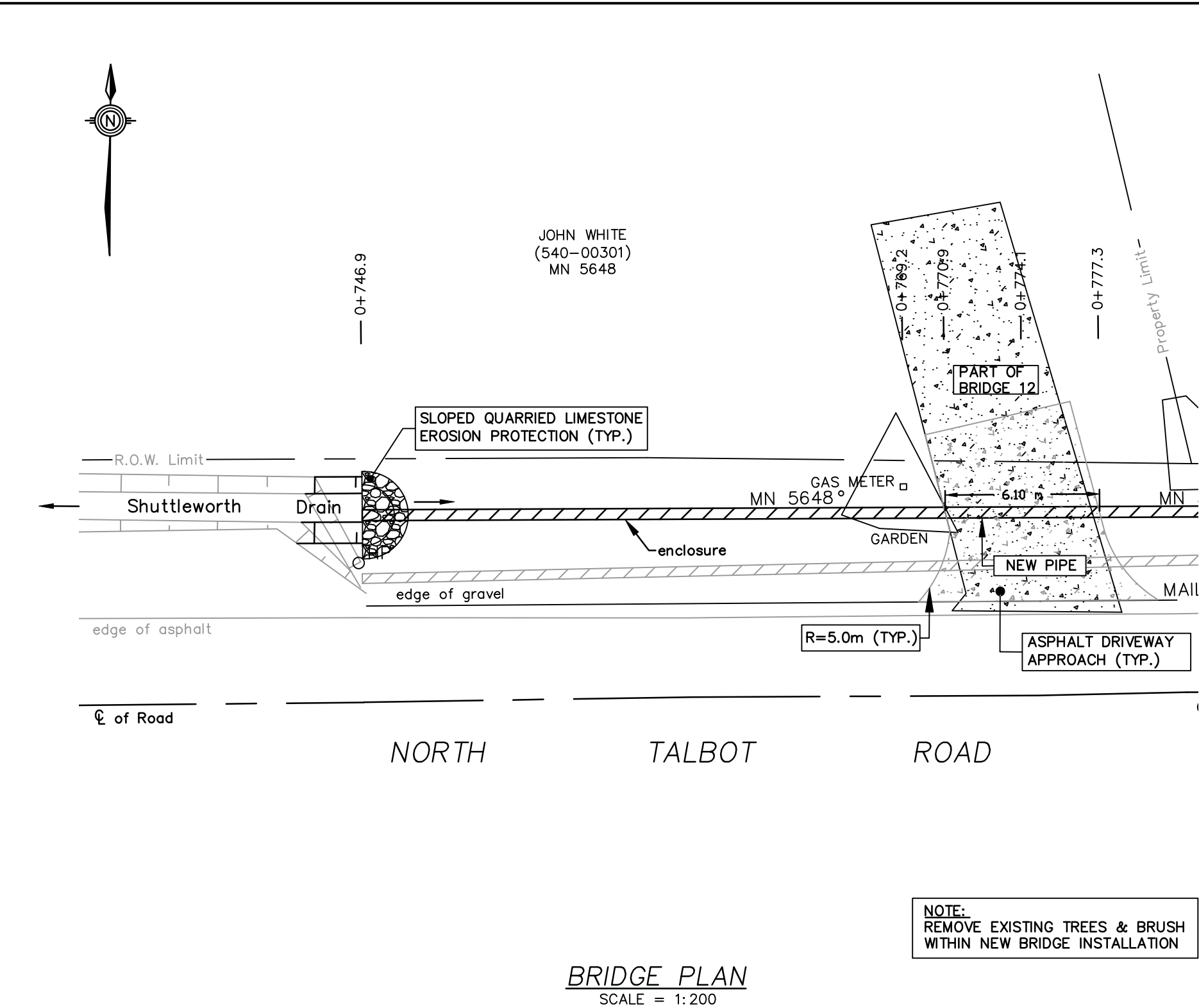
***ROOD  
ENGINEERING  
INC.*** ***CONSULTING ENGINEERS***  
Leamington, Ontario  
519-322-1621

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG
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DATE: 2023-08-21

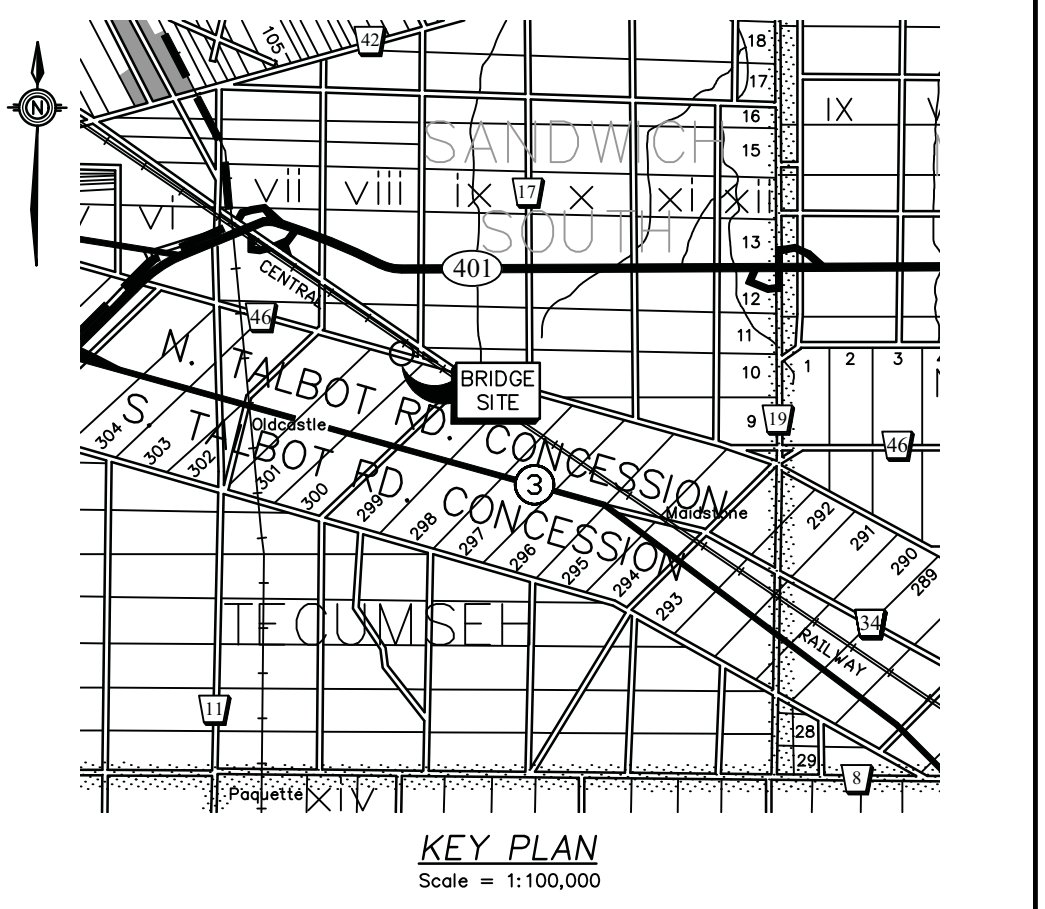
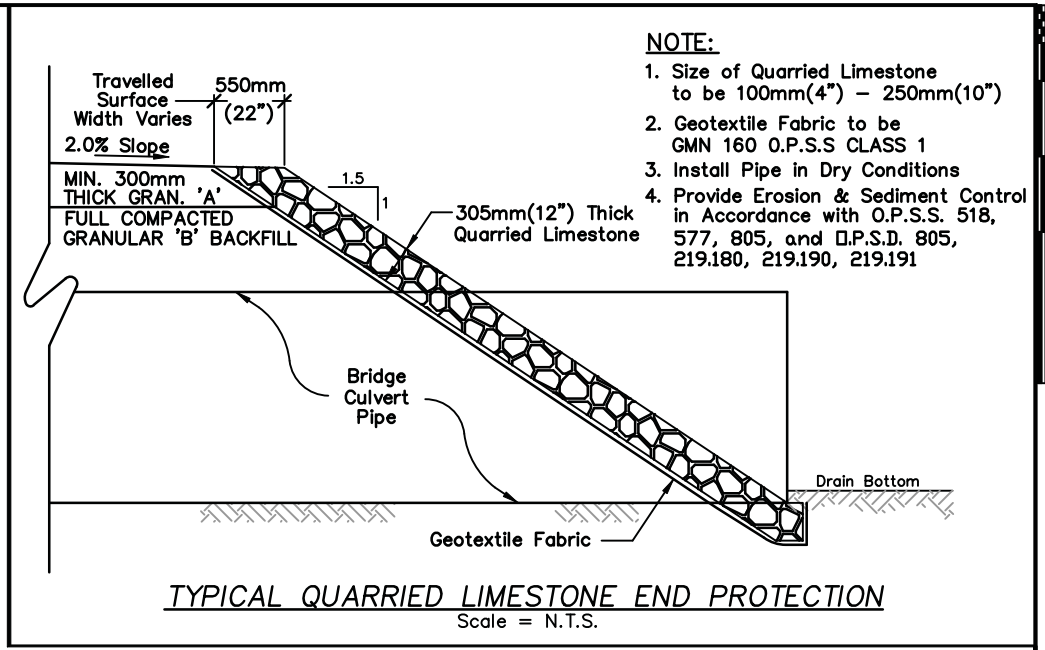
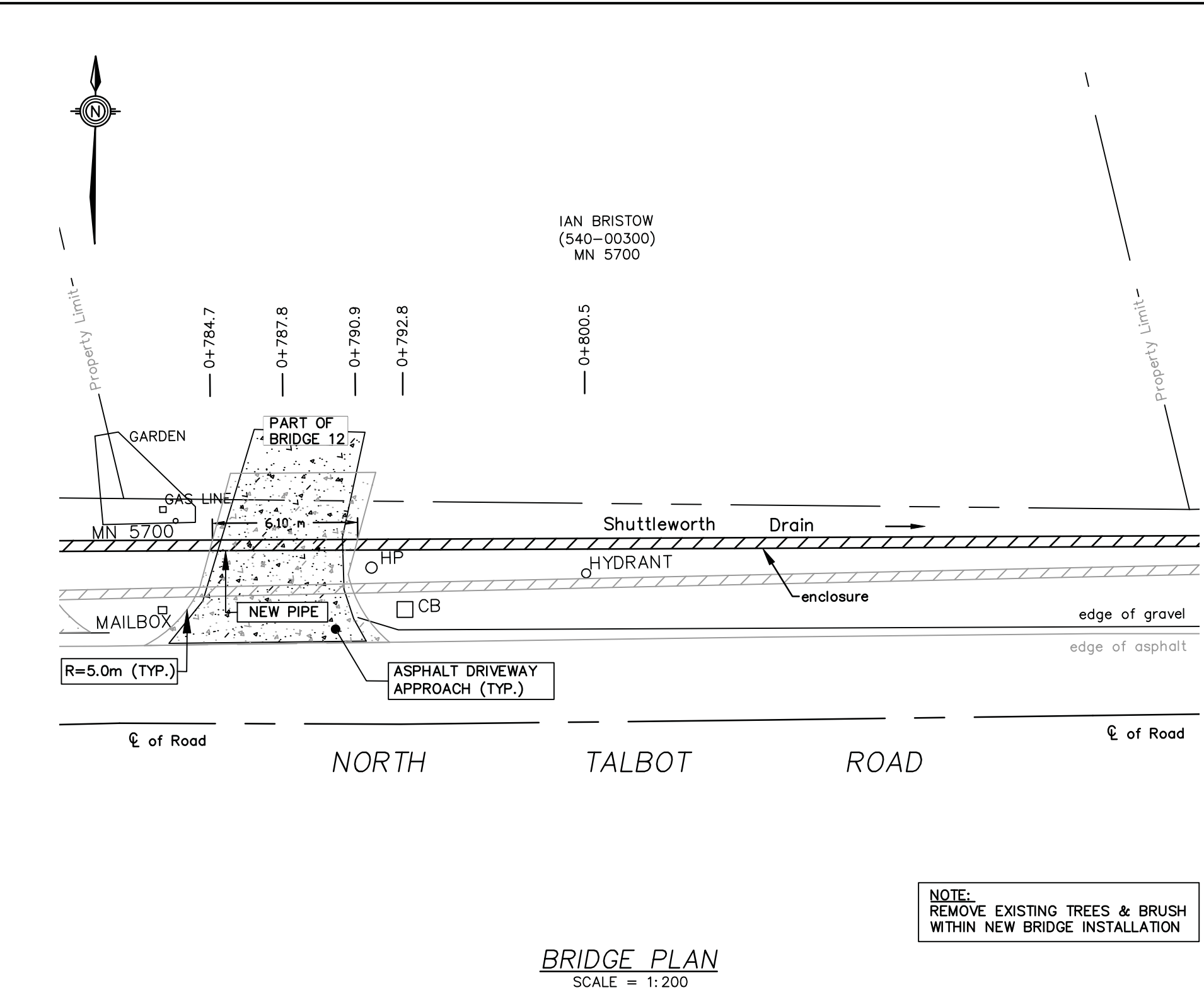
APPENDIX 'E'

13 OF 17



<b>BENCHMARK:</b> TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER (M.N.) 5475 AND IN FRONT OF M.N 5480 <b>ELEV. = 188.673m</b>						<b>SHUTTLEWORTH DRAIN</b> BRIDGE FOR JOHN WHITE (540-00301) (EAST BRIDGE ENCLOSURE) (GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH) IN THE <b>TOWN OF TECUMSEH</b> IN THE <b>COUNTY OF ESSEX • ONTARIO</b>						<b>ROOD ENGINEERING INC.</b> CONSULTING ENGINEERS Leamington, Ontario 519-322-1621 DATE: 2023-08-21					
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:							FILE No.:	DRAWN BY: K.D.	APPENDIX 'E' 14 OF 17			
375mmØ	144.0m (472.44 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.710m DOWNSTREAM INV. (E) = 186.861m Q TOP OF DRIVEWAY = 188.267m DRAIN GRADE = 0.59%							2017D020	PLOT CODE: 1:1 FILE: REI2017D020.DWG				





**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER (M.N.) 5475 AND IN FRONT OF M.N. 5480  
ELEV. = 188.673m

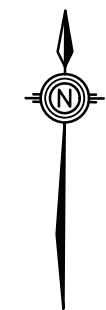
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
375mmØ	144.0m (472.44 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.710m DOWNSTREAM INV. (E) = 186.861m CL TOP OF DRIVEWAY = 188.072m DRAIN GRADE = 0.59%

**SHUTTLEWORTH DRAIN**  
BRIDGE ENCLOSURE FOR IAN BRISTOW (540-00300)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

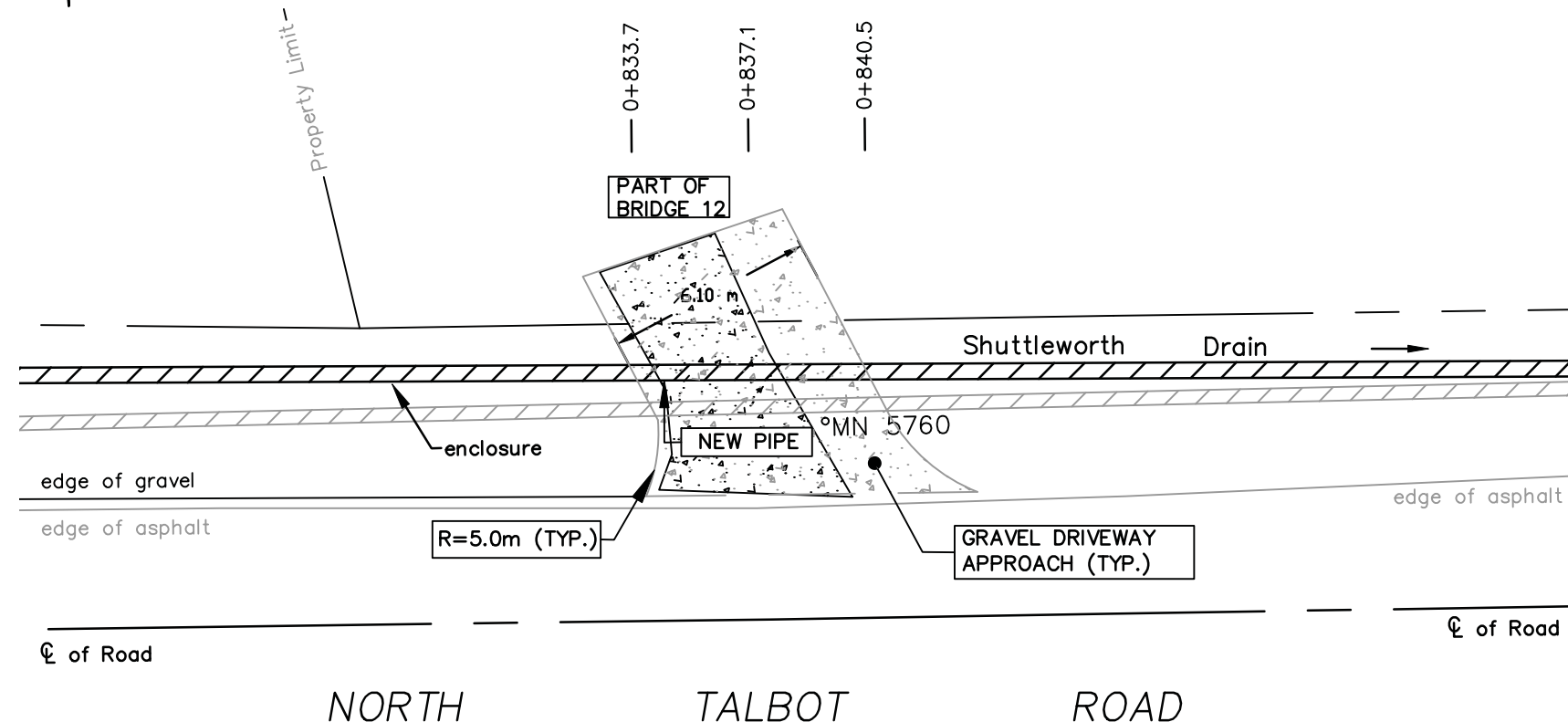
**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 15 OF 17
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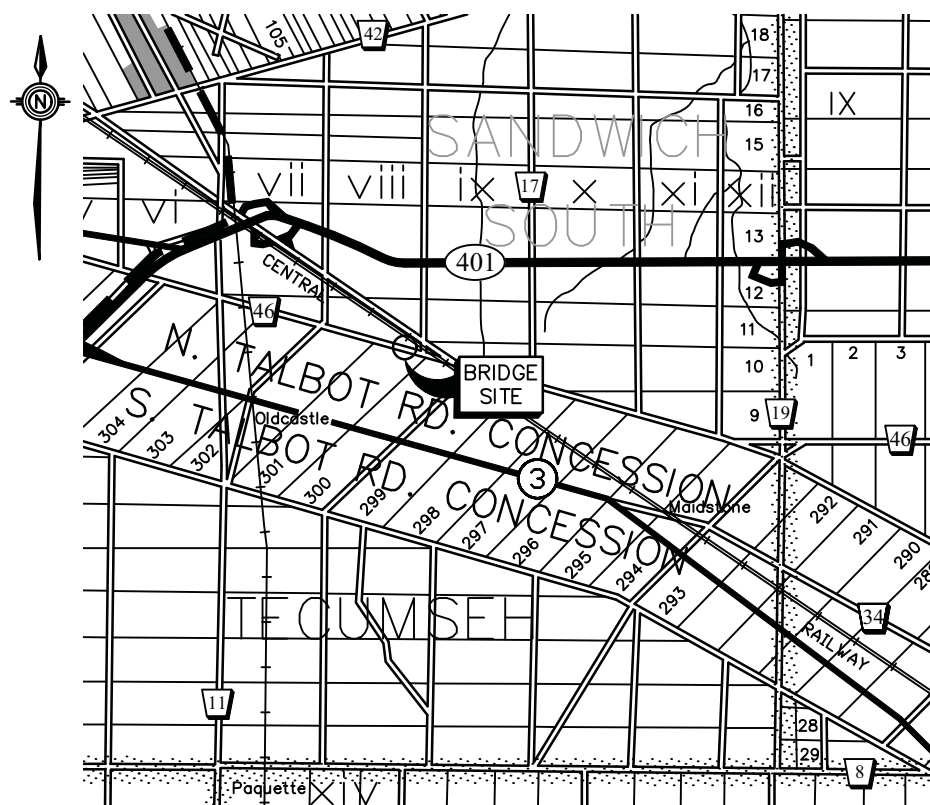


THOMAS & DEBRA McGUINNESS  
(540-00200)  
MN 5760

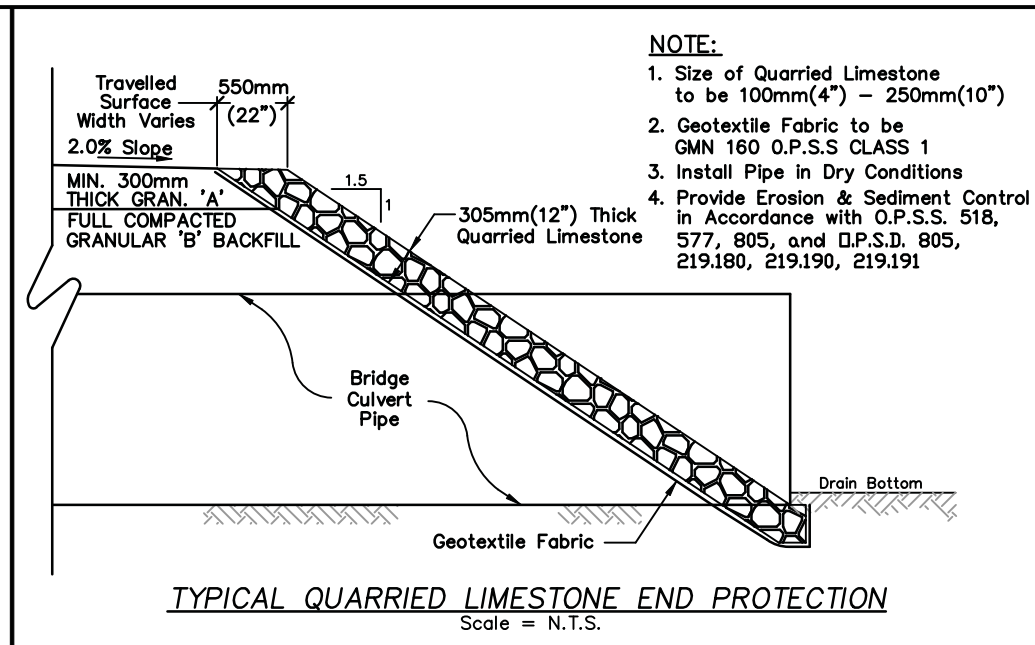


**BRIDGE PLAN**  
SCALE = 1:200

**NOTE:**  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION



**KEY PLAN**  
Scale = 1:100,000



- NOTE:**
1. Size of Quarried Limestone to be 100mm(4") - 250mm(10")
  2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
  3. Install Pipe in Dry Conditions
  4. Provide Erosion & Sediment Control in Accordance with O.P.S.S. 518, 577, 805, and O.P.S.D. 805, 219.180, 219.190, 219.191

**TYPICAL QUARRIED LIMESTONE END PROTECTION**  
Scale = N.T.S.

**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH  
TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER  
(M.N.) 5475 AND IN FRONT OF M.N 5480  
**ELEV. = 188.673m**

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
375mmØ	144.0m (472.44 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.710m DOWNSTREAM INV. (E) = 186.861m CL TOP OF DRIVEWAY = 188.188m DRAIN GRADE = 0.59%

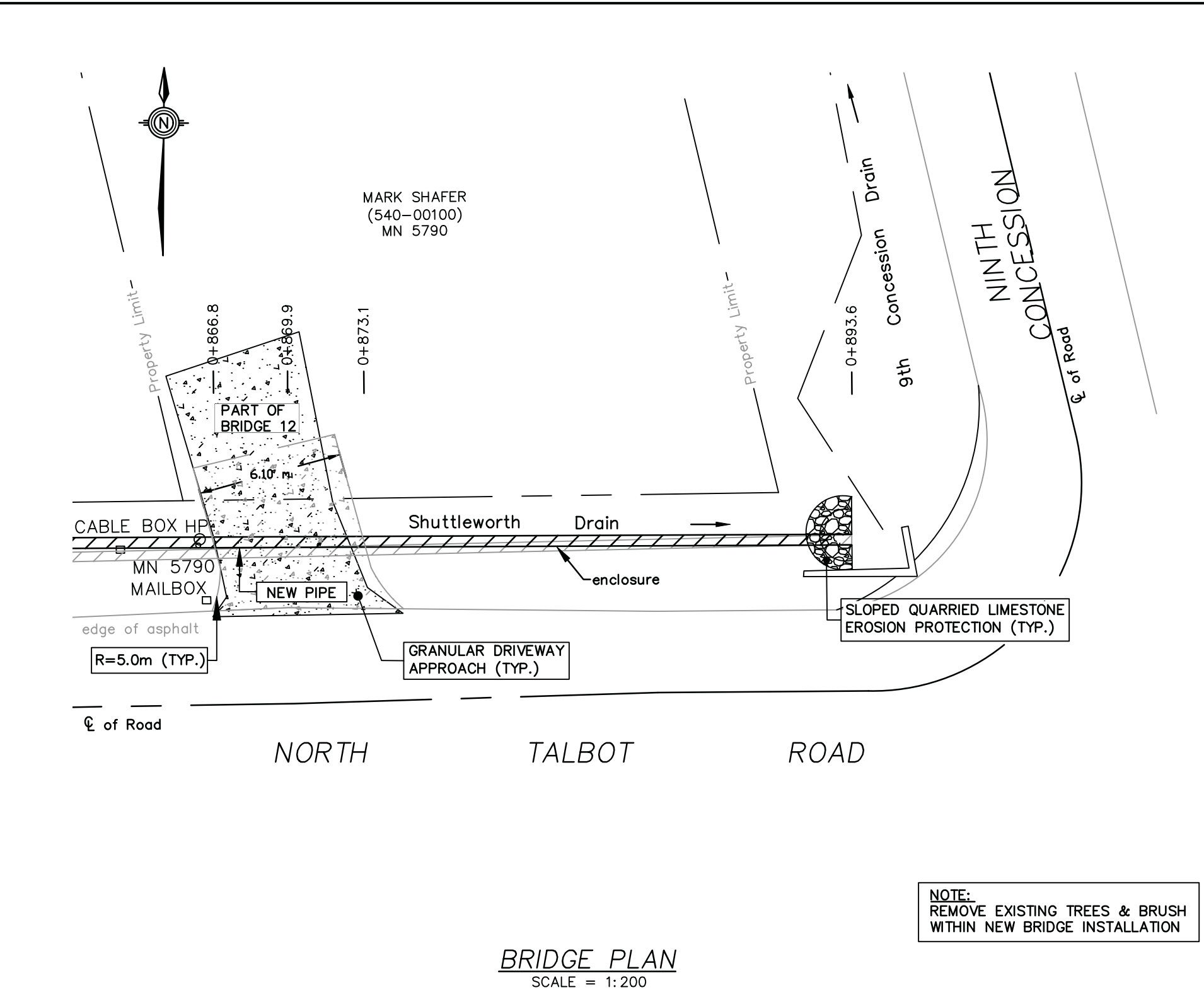
**SHUTTLEWORTH DRAIN**  
BRIDGE ENCLOSURE FOR THOMAS & DEBRA McGUINNESS (540-00200)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
**TOWN OF TECUMSEH**  
IN THE  
**COUNTY OF ESSEX • ONTARIO**

**ROOD  
ENGINEERING  
INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

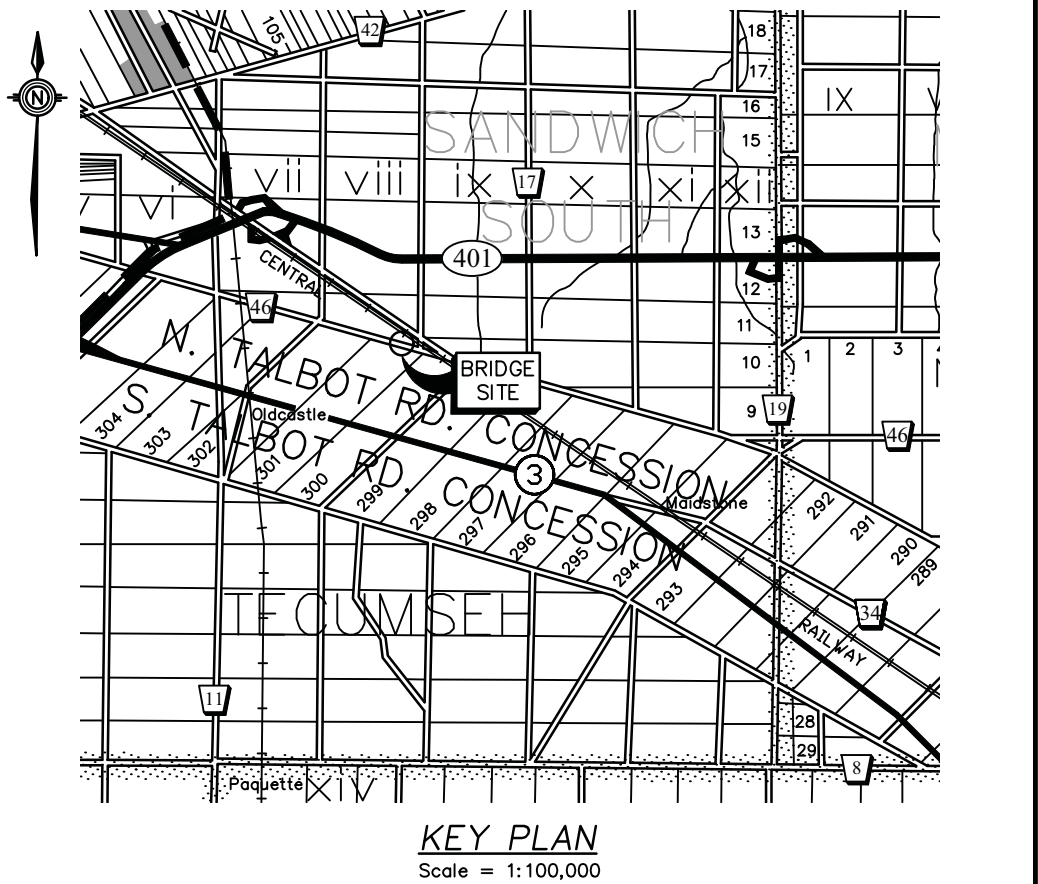
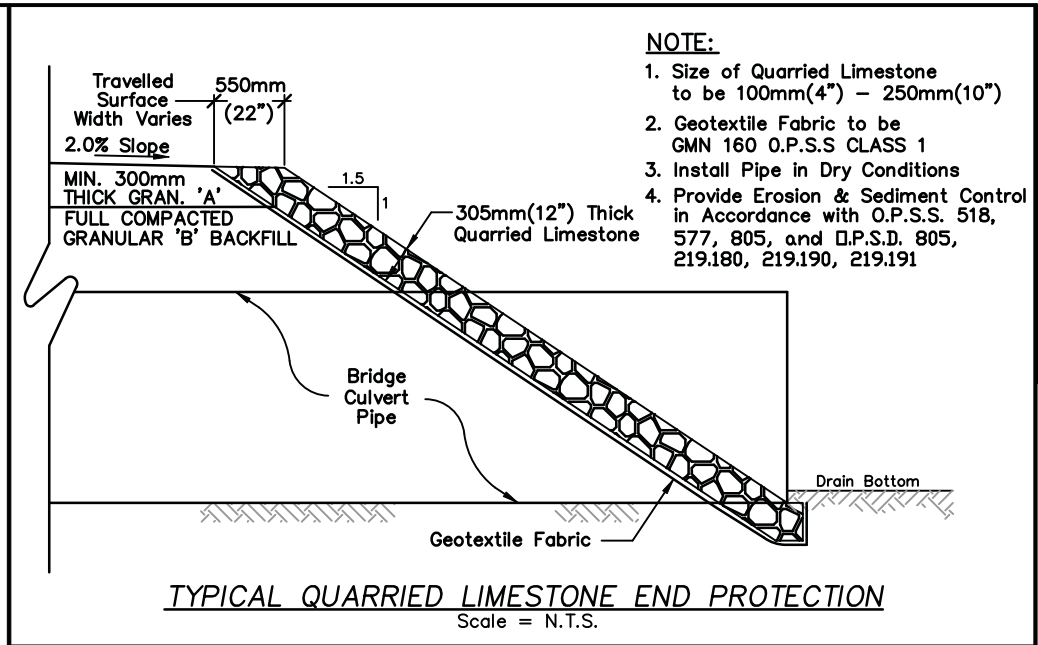
FILE No.:  
2017D020  
DRAWN BY: K.D.  
PLOT CODE: 1:1  
FILE: REI2017D020.DWG

APPENDIX 'E'  
16 OF 17

DATE: 2023-08-21



**BRIDGE PLAN**  
SCALE = 1:200



**NOTE:**  
REMOVE EXISTING TREES & BRUSH  
WITHIN NEW BRIDGE INSTALLATION

**BENCHMARK:**  
TOP NUT OF FIRE HYDRANT ON NORTH SIDE OF NORTH TALBOT ROAD ACROSS THE ROAD OF MUNICIPAL NUMBER (M.N.) 5475 AND IN FRONT OF M.N. 5480  
ELEV. = 188.673m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
375mmø	144.0m (472.44 FT.)	320 kPa	STANDARD	SMOOTH WALL H.D.P.E. PIPE	UPSTREAM INV. (W) = 187.710m DOWNSTREAM INV. (E) = 186.861m CL TOP OF DRIVEWAY = 188.054m DRAIN GRADE = 0.59%

**SHUTTLEWORTH DRAIN**  
BRIDGE ENCLOSURE FOR MARK & LINDA SHAFER (540-00100)  
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)  
IN THE  
TOWN OF TECUMSEH  
IN THE  
COUNTY OF ESSEX • ONTARIO

**ROOD ENGINEERING INC.**  
CONSULTING ENGINEERS  
Leamington, Ontario  
519-322-1621

DATE: 2023-08-21

FILE No.: 2017D020	DRAWN BY: K.D. PLOT CODE: 1:1 FILE: REI2017D020.DWG	APPENDIX 'E' 17 OF 17
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## APPENDIX “REI-F”





ROOD ENGINEERING INC.

# FINAL SOIL CHARACTERIZATION REPORT SHUTTLEWORTH DRAIN

OESAW2232  
December 2022





# FINAL SOIL CHARACTERIZATION REPORT

## SHUTTLEWORTH DRAIN

ROOD ENGINEERING INC.

OESAW2232  
DECEMBER 2022

Prepared for:  
Rood Engineering Inc.  
9 Nelson Street  
Leamington, Ontario, N8H 1G6

Prepared by:  
WSP E&I Canada Limited  
11865 County Road 42  
Tecumseh, ON N8N 2M1  
Canada  
T: 519-735-2499

WSP.com

**“Effective September 21, 2022, Wood Environment & Infrastructure Solutions Canada Limited is now operating as WSP E&I Canada Limited. No other aspects of our legal entity, contractual terms or capabilities have changed in relation to this report submission.”**



Date: 14 December 2022

Project number: OESAW2232

Mr. Gerard Rood, P.Eng.  
Rood Engineering Inc.  
9 Nelson Street  
Leamington, Ontario, N8H 1G6

Dear Mr. Rood:

**Subject: Final Report – Soil Characterization Report  
Shuttleworth Drain  
North Side of North Talbot Road, Tecumseh, Ontario**

Please find enclosed one (1) electronic copy, in PDF format, of our final report entitled “Soil Characterization Report, Shuttleworth Drain, North Side of North Talbot Road, Tecumseh, Ontario.”

We thank you for entrusting us with this assignment and look forward to future opportunities with your firm. In the meantime, should you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Yours sincerely,  
**WSP E&I Canada Limited**

A handwritten signature in blue ink, appearing to read 'Terry Glendenning', written over a faint, light blue circular stamp.

Terry Glendenning, B.Sc.  
Environmental Scientist

WSP E&I Canada Limited prepared this report solely for the use of the intended recipient, Rood Engineering Inc. in accordance with the professional services agreement. The intended recipient is solely responsible for the disclosure of any information contained in this report. The content and opinions contained in the present report are based on the observations and/or information available to WSP E&I Canada Limited at the time of preparation. If a third party makes use of, relies on, or makes decisions in accordance with this report, said third party is solely responsible for such use, reliance or decisions. WSP E&I Canada Limited does not accept responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken by said third party based on this report. This limitations statement is considered an integral part of this report.

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# EXECUTIVE SUMMARY

WSP E&I Canada Limited (WSP), was retained by Rood Engineering (the Client) to conduct a Soil Characterization Report (SCR) of the Shuttleworth Drain located on the North Side of North Talbot Road, Tecumseh, Ontario (hereinafter referred to as the "Project Area"). A key plan showing the location of the Project Area is provided on Figure 1. Soil sample locations are shown on Figure 2.

As the volume of excess soil to be generated at the Project Area is estimated to be less than 2,000 m<sup>3</sup>, the planning requirements of Ontario Regulation 406/19, On-Site and Excess Soil Management (O. Reg. 406/19) O. Reg. 406/19 are not required if the soil is not related to an enhanced investigation project area (gas station, garage, used for the operation of dry-cleaning equipment, or industrial use) or for projects for which the primary purpose is to remediate contaminated lands. It is WSP's current understanding that this project meets the O. Reg. 406/19 planning exemption requirements as the Project Area is in a residential setting, has a volume of less than 2,000 m<sup>3</sup> and the roadway is not an enhanced investigation site. The planning requirements under O. Reg. 406/19 are described as, Soil Registry, an Assessment of Past Uses (APU), a Sampling and Analysis Plan (SAP), a Soil Characterization Report (SCR), and an Excess Soil Destination Assessment Report (ESDAR). To determine the potential presence of contaminants in the soil and to satisfy the testing requirements for potential excess soil receiver sites analytical testing of the soil in accordance with O. Reg. 406/19 is recommended. The Project Area includes Shuttleworth Drain and this SCR report was prepared.

This SCR was conducted in general accordance with the requirements of clause 12 (4) (c) of Ontario Regulation 406/19 – *On-Site and Excess Soil Management* (O. Reg. 406/19). The SCR was conducted in accordance with the proposed scope of work and Terms of Reference provided in WSP's proposal / work agreement POESASW22363 dated 20 October 2022 and subsequent amendments.

Based on the results of the SCR, soil within the Project Area has been categorized into three zones (Zones 1, 2, and 3). The identified soil zones will be subject to specific requirements in terms of destination locations and/or on-site reuse. The requirements for each soil zone is provided below:

## **Excess Soil Zone 1 – Soil meeting Table 3 SCS (Excluding EC and SAR) for On-Site Reuse**

Soils with concentrations below the Table 3 SCS were identified across the entirety of the Project Area.

The soil designated as Excess Soil Zone 1 can be reused on-site.

## **Excess Soil Zone 2 – Soil meeting Table 3.1 ESQS/LSL (Excluding EC and SAR) for Beneficial Off-Site Reuse**

Soils with concentrations below the Table 3.1 ESQS were identified across the entirety of the Project Area.

The soil designated as Zone 2 can be reused at beneficial reuse sites where Table 3.1 ESQS for I/C/C property use apply.

## **Excess Soil Zone 3 – Soil exceeding Table 3.1 ESQS/LSL for Off-Site Disposal**

Impacted soils exceeding the Table 3.1 ESQS/LSL were not identified at the Project Area. As such, none of the excess soil requires off-site disposal at a licenced landfill facility.

# TABLE OF CONTENTS

1	INTRODUCTION.....	1
1.1	Project Area Information.....	1
2	BACKGROUND INFORMATION.....	3
2.1	Assessment of Past Uses Summary .....	3
2.2	Sampling and Analysis Plan .....	3
3	SOIL CHARACTERIZATION SCOPE OF WORK .....	5
3.1	Overview of Site Investigation.....	5
3.2	Deviations from Sampling and Analysis Plans.....	6
4	INVESTIGATION METHODS.....	7
4.1	General .....	7
4.2	Drilling and Excavating.....	7
4.2.1	Soil Sampling.....	7
4.2.2	Shallow soil sample Locations.....	7
4.3	Soil Sampling.....	8
4.3.1	Sampling Method .....	8
4.4	Field Screening Methods.....	8
4.5	Analytical Testing.....	9
4.6	Residue Management Procedures.....	9
4.7	Quality Assurance and Quality Control Measures.....	9
5	REVIEW AND EVALUATION.....	10
5.1	Geology .....	10
5.2	Soil: Field Screening .....	10
5.2.1	Staining and Odours.....	10
5.2.2	COV/TOV Concentrations.....	10

6	REGULATORY FRAMEWORK.....	11
6.1	Ontario Regulation 406/19 – Generic Excess Soil Quality Standards.....	11
6.2	Ontario Regulation 406/19 – Generic Leachate Screening Level.....	11
6.3	Ontario Regulation 153/04 - Soil, Ground Water and Sediment Standards.....	11
7	LABORATORY ANALYSES.....	13
7.1	Soil Analysis .....	13
7.2	Quality Assurance Program.....	13
8	SOIL REUSE PROTOCOL .....	14
8.1	Excess Soil Zone 1 – Soil meeting Table 3 SCS (excluding EC and SAR) for On-Site Reuse .....	14
8.2	Excess Soil Zone 2 – Soil meeting Table 3.1 ESQS / LSLs (excluding EC and SAR) for Off-Site Beneficial Reuse .....	14
8.3	Excess Soil Zone 3 – Soil exceeding Table 3.1 ESQS/LSL for Off-Site Disposal .....	14
9	SIGNATURES .....	15
10	REFERENCES.....	16

## TABLES

Table 1.1: Property Information .....	1
Table 1.2: Project Area Owner, Project Leader and Qualified Person Information.....	2
Table 2.1: Areas of Potential Environmental Concern .....	3
Table 2.2: Summary of Required Number of Samples, Applicable Standards and Leachate Screening Levels.....	3
Table 2.3: Summary of Required Bulk Soil Chemical Analysis Per Soil Sample.....	4
Table 4.1: Soil Sample Locations.....	7
Table 7.1: Soil Analysis .....	13

## TABLES (in order after Text)

Table 1	Summary of Excess Soil Analyses
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## FIGURES (in order after Tables)

Figure 1	Key Plan
Figure 2	Project Area Plan View

## APPENDICES

Appendix A	Laboratory Certificates of Analysis
Appendix B	Limitations



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# LIST OF ACRONYMS AND ABBREVIATIONS

ABNs	Acid, Base, Neutral Extractables
APEC	Area of Potential Environmental Concern
APU	Assessment of Past Uses
AST	Aboveground Storage Tank
BH	Borehole
BTEX	Benzene, Toluene, Ethylbenzene and Xylenes
CALA	Canadian Association for Laboratory Accreditation
C of A	Certificate of Approval
CN	Cyanide
COC	Contaminant of Concern
COPC	Contaminant of Potential Concern
COV	Combustible Organic Vapour
CPs	Chlorophenols
CSM	Conceptual Site Model
DNAPL	Dense Non-aqueous Phase Liquid
DO	Dissolved Oxygen
EC	Electrical Conductivity
EPA	Environmental Protection Act
ESA	Environmental Site Assessment
ESQS	Excess Soil Quality Standards
I/C/C	Industrial/Commercial/Community
LNAPL	Light Non-aqueous Phase Liquid
LSL	Leachate Screening Level
mASL	Metres Above Sea Level
mbgs	Metres Below Ground Surface
MECP	Ministry of the Environment, Conservation and Parks
MOE	Ministry of the Environment
MOECC	Ministry of the Environment and Climate Change
MOEE	Ministry of the Environment and Energy
MTM	Modified Transverse Mercator
MW	Monitoring Well
NAPL	Non-aqueous Phase Liquid
PCA	Potentially Contaminating Activity
OCs	Organochlorine Pesticides
ORP	Oxidation Reduction Potential
PCBs	Polychlorinated Biphenyls
PCDDs/PCDFs	Polychlorinated Dibenzodioxins and Polychlorinated Dibenzofurans (Dioxins and Furans)

PHCs	Petroleum Hydrocarbons
PAHs	Polycyclic Aromatic Hydrocarbons
PVC	Polyvinyl Chloride
QA/QC	Quality Assurance/Quality Control
RA	Risk Assessment
RDL	Reporting Detection Limit
RL	Reporting Limit
RPD	Relative Percent Difference
R/P/I	Residential/Parkland/Institutional
RSC	Record of Site Condition
SAP	Sampling and Analysis Plan
SAR	Sodium Adsorption Ratio
SCC	Standards Council of Canada
SCS	Site Condition Standard
SOA	Standing Offer Agreement
SPLP	Synthetic Precipitate Leachate Procedure
TCLP	Toxicity Characteristic Leaching Procedure
THM	Trihalomethanes
TP	Test Pit
µg/g	Micrograms per Gram
USCS	Unified Soil Classification System
UTM	Universal Transverse Mercator
TOV	Total Organic Vapour
UST	Underground Storage Tank
VOCs	Volatile Organic Compounds

---

# 1 INTRODUCTION

WSP E&I Canada Limited ("WSP"), was retained by Rood Engineering Inc. ("Client") to conduct a Soil Characterization Report (SCR) of the Shuttleworth Drain located on the north side of North Talbot Road, Tecumseh, Ontario (hereinafter referred to as the "Project Area"). A key plan showing the location of the Project Area is provided on Figure 1.

As the volume of excess soil to be generated at the Project Area is estimated to be less than 2,000 m<sup>3</sup>, the planning requirements of Ontario Regulation 406/19, On-Site and Excess Soil Management (O. Reg. 406/19) O. Reg. 406/19 are not required if the soil is not related to an enhanced investigation project area (gas station, garage, used for the operation of dry-cleaning equipment, or industrial use) or for projects for which the primary purpose is to remediate contaminated lands. It is WSP's current understanding that this project meets the O. Reg. 406/19 planning exemption requirements as the Project Area is in a residential setting, has a volume of less than 2,000 m<sup>3</sup> and the roadway is not an enhanced investigation site. The planning requirements under O. Reg. 406/19 are described as, Soil Registry, an Assessment of Past Uses (APU), a Sampling and Analysis Plan (SAP), a Soil Characterization Report (SCR), and an Excess Soil Destination Assessment Report (ESDAR). To determine the potential presence of contaminants in the soil and to satisfy the testing requirements for potential excess soil receiver sites analytical testing of the soil in accordance with O. Reg. 406/19 is recommended. The Project Area includes Shuttleworth Drain and this SCR report was prepared.

The SCR was conducted in accordance with the proposed scope of work and Terms of Reference provided in WSP's proposal / work agreement POESASW22363 dated 20 October 2022 and subsequent amendments.

---

## 1.1 PROJECT AREA INFORMATION

General information concerning the Project Area is provided in Table 1.1 below.

**Table 1.1: Property Information**

<b>Municipal Address</b>	North side of North Talbot Road					
<b>Current Project Area Use</b>	Active Drain					
<b>Proposed Project Area Use</b>	Active Drain					
<b>UTM (NAD 83)</b>	Zone:	17T	Easting:	340328	Northing:	4677333
<b>Estimated Excess Soil Volume</b>	340 m <sup>3</sup>					
<b>Project Area Dimensions</b>	Length:	Approximately 900 m				
	Width:	To be determined based on construction (clearing of bottom of drain)				
	Depth:	Approximately 0.3 m				

Contact information for the Project Area Owner, Project Leader and Qualified Person are provided in Table 1.2 below.

**Table 1.2: Project Area Owner, Project Leader and Qualified Person Information**

<b>Project Area Owner</b>	Town of Tecumseh	519-735-2184 917 Lesperance Road Tecumseh, Ontario N8N 1W9
<b>Project Leader</b>	Rood Engineering Inc.	Gerard Rood, P.Eng. <a href="mailto:gerard.reinc@gmail.com">gerard.reinc@gmail.com</a> 519-322-1621 9 Nelson Street Leamington, Ontario, L8R 2K3
<b>Qualified Person</b>	WSP E&I Canada Limited	Cindy McKee, P.Geo., QP <sub>ESA</sub> , Senior Environmental Scientist <a href="mailto:cindy.mckee@wsp.com">cindy.mckee@wsp.com</a> 519-735-2499 11865 County Road 42, Tecumseh, ON N8N 0H1

## 2 BACKGROUND INFORMATION

### 2.1 ASSESSMENT OF PAST USES SUMMARY

As noted in Section 1.0, this project is exempt from the reporting requirements, and as such an APU was not completed. However, WSP completed a preliminary historical review of the Project Area and study area to identify any potential PCAs. The study area was developed for residential use and included some parkland properties. No PCAs were identified were beyond the roadway itself, as outlined in the table below.

**Table 2.1: Areas of Potential Environmental Concern**

Area of Potential Environmental Concern	Location of APEC on Project Area	Potentially Contaminating Activity*	Location of PCA	Contaminants of Potential Concern
APEC-1: Shuttleworth Drain Construction	Entire Project Area	PCA 1: 30. Importation of Fill Material of Unknown Quality	On-Site: Entire Project Area	M&I, VOCs, PHCs, PAHs
APEC-2: Salt Application on North Talbot Road	Entire Project Area	PCA 2: Other. Salt Application	On-Site: Entire Project Area	EC, SAR

No other environmental, geological or geotechnical reports for the Project Area were provided to or reviewed by WSP.

### 2.2 SAMPLING AND ANALYSIS PLAN

Based at the volume of soil at each APEC and following the in-situ sampling protocol provided in Section 2 (3) (15) of the Excess Soil Rules Document, the sampling requirements for the Project Area and within each APEC are listed in Table 2.2 below.

**Table 2.2: Summary of Required Number of Samples, Applicable Standards and Leachate Screening Levels**

APEC	Approximate Soil Volume (m <sup>3</sup> )	Associated Sample Location	Required Number of Bulk Samples	Applicable Standards	Required Number of Leachate Samples	Applicable LSL
APEC-1	340	All Sample Locations	3	Table 3.1 ESQS	0	n/a
APEC-2	340	All Sample Locations	3	Table 3.1 ESQS	0	n/a

Table 3.1 ESQS – Table 3.1 Full Depth Excess Soil Quality Standards in a Non-Potable Ground Water Condition for Industrial/Commercial/Community Property Use  
n/a – Not applicable

Sampling locations have been assessed to address APECs identified in the APU, see Figure 2 for the soil sample locations. Table 2.3 below outlines the bulk soil sampling requirements at each soil sample location to characterize the excess soil within each APEC.

**Table 2.3: Summary of Required Bulk Soil Chemical Analysis Per Soil Sample**

Soil Sample Identification	M&I	PHCs	BTEX	PAHs
BH-SD1	0	0	0	0
BH-SD2	1	1	1	1
BH-SD3	0	0	0	0
BH-SD4	0	0	0	0
BH-SD5	1	1	1	1
BH-SD6	0	0	0	0
BH-SD7	0	0	0	0
BH-SD8	1	1	1	1
Total	3	3	3	3
Duplicates	1	1	1	1
Duplicate samples should be collected at a rate of one (1) in ten (10) bulk samples and identified with the naming convention "DUP1, DUP2" etc.				

---

## 3 SOIL CHARACTERIZATION SCOPE OF WORK

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### 3.1 OVERVIEW OF SITE INVESTIGATION

The investigations documented in this report were carried out to characterize the subsurface soil conditions within the Project Area with respect to the previously noted APECs and to provide an SCR compliant with the requirements of O. Reg. 406/19. This report is not intended to be a Phase Two Environmental Site Assessment and it is understood that a Record of Site Condition (RSC) filing is not required for the Project Area at this time.

The SCR was conducted in and involved the advancement of eight (8) shallow surface samples at the Project Area, identified as BH-SD1, BH-SD2, BH-SD3, BH-SD4, BH-SD5, BH-SD6, BH-SD7, and BH-SD8 to facilitate the collection of representative soil samples for laboratory analyses.

This SCR was conducted in accordance with the requirements set forth under O. Reg. 406/19 and related supporting documents established there under. The sampling methods employed in carrying out the investigations complied with the requirements established by the MECP in the document entitled *Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario* (MOEE, 1996). The scope of work for the SCR included of the following tasks:

- Developing a site-specific Health & Safety Plan (HASP) for the intrusive work at the Project Area;
- Arranging for the locations of public and private underground and overhead;
- A subsurface soil sampling program including the sampling of eight (8) screening level surface soil samples for field screening for evidence of negative impact including the presence of “free flowing product”, using visual, olfactory and sample headspace screening methods;
- Submitting select bulk soil samples for laboratory analysis as per Table 2.2 above, suspect contaminants of potential concern (COPC) include: metals & inorganics (metals, hydrides, EC, SAR, pH, hot water soluble boron (HWS-B), hexavalent chromium (Cr(VI)), mercury (Hg) and cyanide (CN<sup>-</sup>); polycyclic aromatic hydrocarbons (PAHs); benzene, toluene, ethylbenzene, and xylenes (BTEX); and petroleum hydrocarbons (PHCs) F1-F4;
- Soil samples should be collected using professionally accepted methods, minimizing the potential of cross contamination, under the supervision of a qualified person;
- Comparing the analytical results reported for the bulk soil samples to the appropriate generic Site Condition Standards (SCS) established by the Ministry of the Environment, Conservation and Parks (MECP) as provided in “*Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act*” dated April 15, 2011 in order to determine on-Site reuse options;
- Comparing the analytical results reported for the bulk and leachate soil samples to the appropriate generic Excess Soil Quality Standards (ESQS) and leachate screening levels (LSL) established by the MECP as provided in “*Rules for Soil Management and Excess Soil Quantity Standards*” dated December 8, 2020 (Excess Soil Rules Document) in order to determine beneficial reuse options; and,

- Preparing a SCR, inclusive of figures, tables, stratigraphic and instrumentation logs and certificates of analysis, documenting the methodology and findings of the investigations and conclusions and recommendations regarding soil quality and the need for additional investigation and/or remedial activities, and determining the classification of potential receiver sites.

It should be noted that based on the low volume, synthetic precipitate leaching procedure (SPLP) laboratory analysis was not required. Additionally, toxic characteristic leachate procedure (TCLP) laboratory analysis was not required based on the absence of exceedances of Table 3.1 ESQS/LSL.

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## 3.2 DEVIATIONS FROM SAMPLING AND ANALYSIS PLANS

No significant deviations were made from WSP's proposal.



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## 4 INVESTIGATION METHODS

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### 4.1 GENERAL

The SCR was carried out in accordance with the SAP, with the deviations listed on Section 3.2, and in accordance with the WSP Standard Operating Procedures (SOP) cited therein.

---

### 4.2 DRILLING AND EXCAVATING

The locations of all buried and overhead services were obtained prior to Initiating any of the subsurface investigations.

---

#### 4.2.1 SOIL SAMPLING

The shallow soil investigation was completed by WSP utilizing a hand auger. The shallow soil samples were advanced to depth of 0.3 metres below ground surface (mbgs) on 7 November 2022. Sampling tools were washed with phosphate free soap and rinsed with distilled water between samples.

---

#### 4.2.2 SHALLOW SOIL SAMPLE LOCATIONS

The shallow soil sample locations are provided in the table below and shown on Figure 2,

**Table 4.1: Soil Sample Locations**

Sample Identification	Station ID	Soil Location Description	Soil Description	COVs
BH-SD1	West of Station 0+004	West of Property line of 4976 North Talbot Road	Brown sand fill with clay	0 ppm
BH-SD2	Station 0+144.3	East of Driveway of 5074 North Talbot Road	Brown-grey mottled silty clay fill with trace sand and gravel	5 ppm
BH-SD3	Station 0+257.8	West Property Line of Weston Park	Brown-grey mottled silty clay fill with trace sand and gravel	0 ppm
BH-SD4	Station 0+398.5	East of Driveway of Weston Park	Brown sand fill with clay	0 ppm
BH-SD5	Station 0+528.2	West Property Line of 5466 North Talbot Road	Brown sand fill with clay	5 ppm
BH-SD6	Station 0+610.7	East of Driveway to 5480 North Talbot Road	Brown silty clay fill with organics	0 ppm
BH-SD7	Station 0+688.6	East of Driveway of 5520 North Talbot Road	Brown sand fill with organics	5 ppm
BH-SD8	Station 0+821.7	East of Driveway of 5700 North Talbot Road	Brown sand fill with clay and organics	0 ppm

---

## 4.3 SOIL SAMPLING

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### 4.3.1 SAMPLING METHOD

The soil samples retrieved during the shallow soil sampling program were examined, classified, and logged according to soil type, moisture content, colour, consistency, and presence of visual and/or olfactory indicators of negative impact. The soil samples recovered at the Project Area were subsampled based on visual observations including fill/soil type and visual/olfactory evidence of suspected impact.

Soil samples were split into duplicate fractions upon recovery at the surface. The primary sample fractions were placed in laboratory supplied glass sample jars and stored in coolers with ice for potential laboratory analysis. Samples selected for analysis of volatile parameters including VOC (including BTEX) and PHC F1 were micro-cored and field preserved using methanol charged vials supplied by the analytical laboratory to minimize potential losses due to volatilization. The duplicate sample fractions were placed in “Ziploc” sample bags and stored at ambient temperature for subsequent field vapour screening purposes.

All soil samples were collected in accordance with strict environmental sampling protocols to minimize loss of volatile organics and to ensure reliable and representative results. Disposable nitrile gloves were used and replaced between the handling of successive samples. All soil sampling equipment (stainless steel trowels, spatulas, etc.) was thoroughly decontaminated between soil sample locations to prevent potential cross-contamination. Decontamination activities included:

- Physical removal of any adhered debris;
- Wash/scrub in “Alconox” soap solution;
- Distilled water rinse;
- Methanol rinse; and
- Air dry.

Soil samples considered to be representative of “worst-case” environmental conditions were selected for chemical analysis based on visual and olfactory observations made in the field and on field screening results.

---

## 4.4 FIELD SCREENING METHODS

All soil samples were screened in the field for gross evidence of negative environmental impact including staining and odours. Soil sample headspace screening was also performed to facilitate sample selections for laboratory analysis and to provide a semi-quantitative assessment of the vertical contaminant distributions at each soil sample location. The duplicate soil sample fractions were screened for COV concentrations using the sample headspace method. COV concentrations were measured using an RKI Eagle 2 combined combustible gas analyzer (CGA). Where COV measurements were made, the instrument was operated in the methane elimination mode. The RKI Eagle 2 was calibrated at the start of the field sampling programs using hexane reference gas (1650 ppm). The resolution of the instrument is 5 ppm hexane equivalent. The instrument response is compound specific. The measured soil vapour concentrations for COV are included in the stratigraphic and instrument logs in Appendix A and discussed in Section 5.2.2.

---

## 4.5 ANALYTICAL TESTING

Representative soil samples collected during the investigation were submitted for laboratory analysis of suspect parameters of concern. All laboratory chemical analyses were conducted by Paracel Laboratories Ltd. of Hamilton, Ontario. Paracel is accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) in accordance with ISO/IEC 17025:2017 – “General Requirements for the Competence of Testing and Calibration Laboratories” for the tested parameters set out in the Soil, Ground Water and Sediment Standards.

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## 4.6 RESIDUE MANAGEMENT PROCEDURES

Investigation-derived wastes including soil cuttings generated during the investigation were placed back into the shallow soil sampling location.

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## 4.7 QUALITY ASSURANCE AND QUALITY CONTROL MEASURES

A strict Quality Control (QA/QC) program was implemented and maintained throughout the project to ensure that the Project Area data are representative of the actual Project Area conditions. The QA/QC program provides a method of documented checks to assess the precision and accuracy of collected data. The QA/QC program includes a set of standard procedures or protocols to be followed throughout the investigations. To this end, WSP field and QA/QC protocols have been developed to meet or exceed those defined in the Ministry of the Environment (MOE) documents entitled “*Guideline for Phase II Environmental Site Assessments in Ontario*” (Draft, March 2006) and “*Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario*” (1996) and Canadian Council of Ministers of the Environment (CCME) “*Guidance Manual Sampling, Analysis, and Data Management for Contaminated Sites*” (1993). The field QC program included the following components:

- 1 The use of personnel protective equipment including hard hats, safety glasses, safety work boots and chemically resistant latex/nitrile gloves for sample handling;
- 2 Thorough documentation of all field activities and sample handling practices including field notes, chain of custody forms, memos to file, etc.;
- 3 Thorough decontamination of non-dedicated sampling equipment employed in all investigation phases;
- 4 The use of laboratory analytical protocols and method detection limits that have been established in accordance with regulatory requirements for the Province of Ontario.

The “*Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act*”, 09 March 2004, amended as of 01 July 2011 (the “Analytical Protocol”), establishes performance criteria for use when assessing the reliability of data reported by analytical laboratories. These include maximum hold times for the storage of samples/sample extracts between collection and analysis, specified/approved analytical methods, required laboratory quality assurance samples such as blanks and field and laboratory duplicates, specified recovery ranges for spiked samples and surrogates (compounds added to samples in known concentrations for quality assurance purposes), Reporting Limits (RLs) and specified precision required when analyzing laboratory duplicate and spike/controlled reference material samples.

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## 5 REVIEW AND EVALUATION

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### 5.1 GEOLOGY

The subsurface conditions encountered at the Project Area are described in the provided in Table 4.1. In general, the soil conditions at the Project Area consisted of surficial fill consisting of sand and clay with some organics.

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### 5.2 SOIL: FIELD SCREENING

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#### 5.2.1 STAINING AND ODOURS

No odours or staining suggestive of petroleum hydrocarbon impacts were detected in any of the soil and/or sediment samples collected at the Project Area.

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#### 5.2.2 COV/TOV CONCENTRATIONS

COV concentration headspace measurements recorded in the soil samples collected at the Project Area were all between 0 (non-detectable) and 5 ppm. These concentrations are not indicative of impact by petroleum hydrocarbons. The COV results are semi-quantitative at best and are generally only used for relative sample comparison purposes when selecting samples for laboratory analysis. The COV concentrations headspace measurements are summarized in Table 4.1.

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## 6 REGULATORY FRAMEWORK

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### 6.1 ONTARIO REGULATION 406/19 – GENERIC EXCESS SOIL QUALITY STANDARDS

The analytical results were compared to the criteria presented in the MECP document titled “*Rules for Soil Management and Excess Soil Quality Standards*” dated December 8, 2020. Based on the proposed volume of excess soil to be generated at the project area (340 m<sup>3</sup>), the volume independent ESQS (applicable for excess soil quantities greater than 350 m<sup>3</sup>) were applied.

Based on the requirements of the Client and the intended reuse of the excess soil, the ESQS for industrial/commercial/community (ICC) property use in potable groundwater conditions were selected for assessment purposes. The soil analytical results were assessed using the Full Depth Excess Soil Quality Standards in a Non-Potable Ground Water Condition for ICC property Use (Table 3.1 ESQS).

---

### 6.2 ONTARIO REGULATION 406/19 – GENERIC LEACHATE SCREENING LEVEL

As the volumes of the soil being removed from the Project Area were less than 350 m<sup>3</sup>, mSPLP analysis was not required in accordance with O. Reg. 406/19.

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### 6.3 ONTARIO REGULATION 153/04 - SOIL, GROUND WATER AND SEDIMENT STANDARDS

In order to determine suitability of soil for on Site reuse, the analytical data has been compared to O. Reg 153/04 Site Condition Standards (SCS) as described in the “*Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act*” dated 15 April 2011. In order to determine the applicable SCS, WSP reviewed the existing Project Area use and site specific conditions including: 1) the existing/proposed property use; 2) the existing/potential ground water use; 3) depth of clean-up; 4) soil texture; 5) depth to bedrock; 6) proximity to a water body; and 7) soil pH.

The SCS applicable to the Project Area have been evaluated based on the following rationale:

- There are no known areas of natural significance<sup>1</sup> or conditions in the vicinity of the Project Area, which would cause the Project Area to be classified as potentially sensitive according to the Ministry of Natural Resources’ Natural Heritage Information Centre web site;

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<sup>1</sup> An “Area of Natural Significance” means any of the following: 1) An area reserved or set apart as a provincial park or conservation reserve under the Provincial Parks and Conservation Reserves Act, 2006; 2) An area of natural and scientific interest (life science or earth science) identified by the Ministry of Natural Resources as having provincial significance; 3) A wetland identified by the Ministry of Natural Resources as having provincial significance; 4) An area designated by a municipality in its official plan as environmentally significant, however expressed, including designations of areas as environmentally sensitive, as being of environmental concern and as being ecologically significant; 5) An area

- Based on knowledge of the area, the depth of the soil on the Project Area is greater than 2.0 mbgs;
- The Project Area is not considered a “shallow soil property” as defined by O. Reg. 153/04;
- The Project Area is in an area of non-potable ground water and the Project Area and surrounding properties are supplied with municipal water system;
- The Project Area does not include, is not adjacent to, and does not include land that is within 30 m of a water body. The Shuttleworth Drain is not considered a permanent water body. The nearest waterbody is the Detroit River located approximately 12.5 kilometers north of the Project Area. Regional ground water flow on the Project Area is anticipated to flow to the north (towards the Detroit River);
- The existing and intended future use of the Project Area is roadway (ICC);
- Soil pH values measured at the Project Area were within the required range of 5 – 9 for surface soils and 5 to 11 for subsurface soils; and,
- Based soils, subsurface soil conditions across the Project Area are likely fine, however due to no grain size being completed for the Project Area, the soils are classified to the more stringent standard (coarse textured soil) for the purposes of this assessment.

Based on the Project Area characteristics and the continued use as a municipal drain, the Table 3 SCS for I/C/C property use and coarse textured soils in a non-potable ground water condition as provided in *Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act* (MECP, April 15, 2011) have been applied in assessing the soil quality at the Project Area.

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designated as an escarpment natural area or an escarpment protection area by the Niagara Escarpment Plan under the Niagara Escarpment Planning and Development Act; 6) An area identified by the Ministry of Natural Resources as significant habitat of a threatened or endangered species; 7) An area which is habitat of a species that is classified under section 7 of the Endangered Species Act, 2007 as a threatened or endangered species; 8) Property within an area designated as a natural core area or natural linkage area within the area to which the Oak Ridges Moraine Conservation Plan under the Oak Ridges Moraine Conservation Act, 2001 applies; and 9) An area set apart as a wilderness area under the Wilderness Areas Act.

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## 7 LABORATORY ANALYSES

The results of the soil sample analyses carried out as part of this investigation are summarized in Table 1 (attached). Copies of the laboratory Certificates of Analysis are provided in Appendix A.

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### 7.1 SOIL ANALYSIS

The results of the soil sample analyses in the context of the applicable ESQS and SCS are shown in Table 7.1 below,

**Table 7.1: Soil Analysis**

APEC	Approximate Soil Volume (m <sup>3</sup> )	Table 3.1 ESQS Exceedances	Table 3 SCS Exceedances
APEC-1	340	BH-SD2 – Sodium Adsorption Ratio	BH-SD2 – Sodium Adsorption Ratio
APEC-2	340	BH-SD2 – Sodium Adsorption Ratio	BH-SD2 – Sodium Adsorption Ratio

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### 7.2 QUALITY ASSURANCE PROGRAM

Duplicate samples are analyzed to assess the precision of the field sampling and laboratory analytical processes. Relative percent difference (RPD) acceptance limits only apply where the average of the results for the sample and its duplicate is greater than five times the laboratory reportable detection limit (RDL).

The soil field QA/QC program consisted of analyzing blind field duplicate samples for PHC F1 to F4, BTEX, PAHs, and metals and inorganics. The RPD values could not be calculated for analyzed chemical parameters with measured concentrations less than five (5) times their respective RDLs. RPDs for those parameters with measured concentrations/values greater than five (5) times their RDLs were within acceptable limits.

All samples/sample extracts were analyzed within their applicable hold times using approved analytical methods. The RLs were met for all tested parameters. No parameters were detected in any laboratory method blank. Surrogate recoveries were within acceptable ranges in all cases for all samples. Agreement between the corresponding datasets for the reference material samples where applicable and recoveries reported for spiked samples/blanks, where applicable, is acceptable. Agreement between the corresponding datasets for the laboratory duplicate samples is considered acceptable. The overall quality control for this analysis meets acceptability criteria. In summary, the analytical results reported for samples collected during this investigation are considered to have met the performance criteria of the Analytical Protocol.

---

## 8 SOIL REUSE PROTOCOL

Based on the results of the SCR, soil within the project area has been categorized into three zones (Zones 1, 2 and 3). The identified soil zones will be subject to specific requirements in terms of destination locations and/or on-Site reuse. The approximate extent of the Excess Soil Zones has been delineated to soil sample locations advanced as part of this investigation and the limits of the Project Area. The requirements for each soil zone is provided below:

---

### 8.1 EXCESS SOIL ZONE 1 – SOIL MEETING TABLE 3 SCS (EXCLUDING EC AND SAR) FOR ON-SITE REUSE

Soils with concentrations below the Table 3 SCS were identified across the entirety of the Project Area.

The soil designated as Zone 1 can be reused on-site.

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### 8.2 EXCESS SOIL ZONE 2 – SOIL MEETING TABLE 3.1 ESQS / LSLs (EXCLUDING EC AND SAR) FOR OFF-SITE BENEFICIAL REUSE

Soils with concentrations below the Table 3.1 ESQS were identified across the entirety of the Project Area.

The soil designated as Zone 2 can be reused at beneficial reuse sites where Table 3.1 ESQS for I/C/C property use apply.

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### 8.3 EXCESS SOIL ZONE 3 – SOIL EXCEEDING TABLE 3.1 ESQS/LSL FOR OFF-SITE DISPOSAL

Impacted soils exceeding the Table 3.1 ESQS/LSL were not identified at the Project Area. As such, none of the excess soil requires off-site disposal at a licenced landfill facility.



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## 9 SIGNATURES

I, Terry Glendenning, B.Sc., by the signature provided below, certify that I conducted or supervised the carrying out of this SCR and the findings and conclusions of the report. I Cindy McKee, P. Geo., QP<sub>ESA</sub>, by the signature provided below, certify that I completed a technical review of this SCR and concur with the findings and conclusions of the report.

Respectfully Submitted,  
**WSP E&I Canada Limited**

Prepared by:



Terry Glendenning, B.Sc.  
Environmental Scientist  
terry.glendenning@wsp.com

Reviewed by:



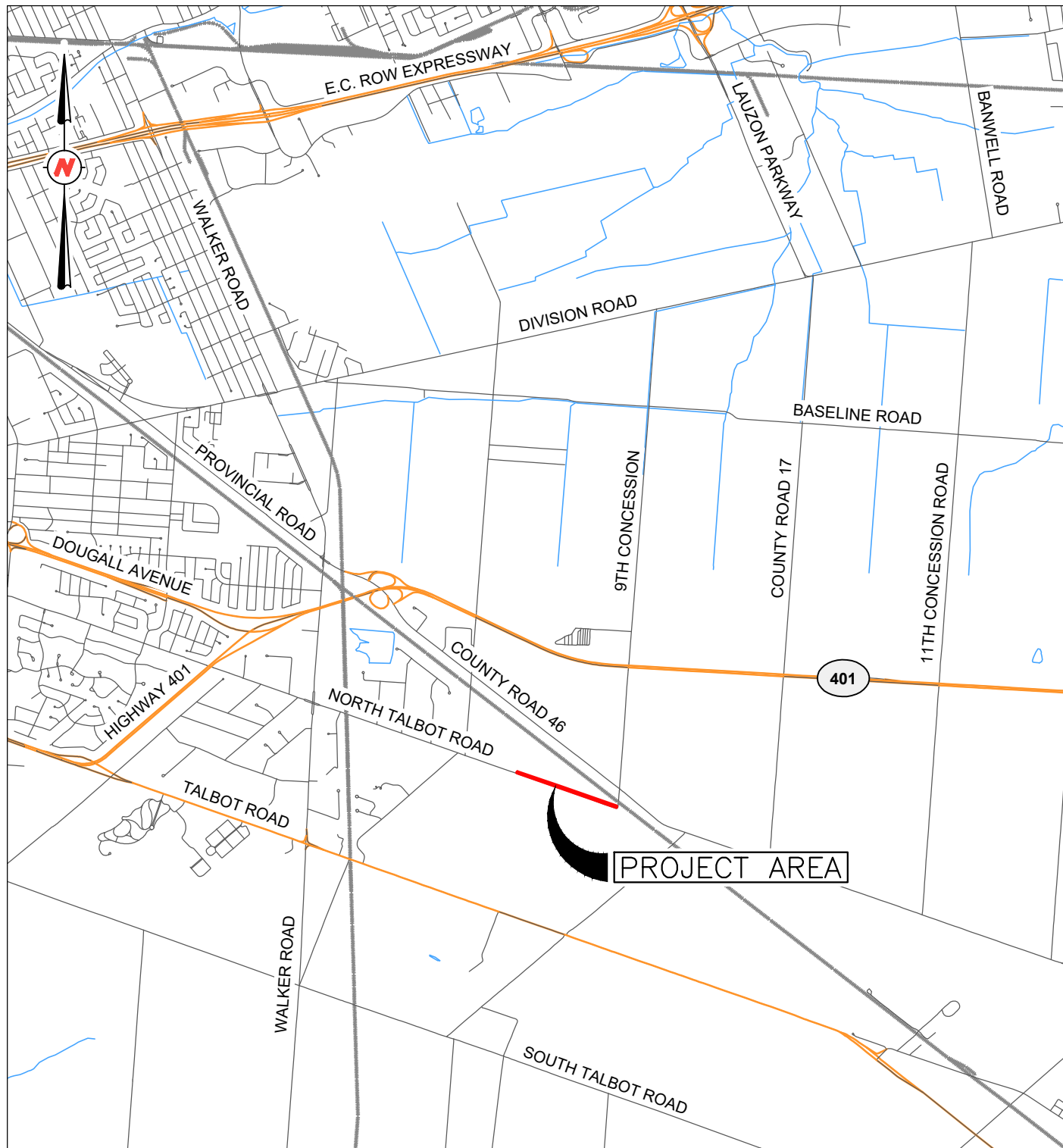
Cindy McKee, B.Sc., P.Geo., QP<sub>ESA</sub>  
Senior Environmental Scientist  
cindy.mckee@wsp.com

---

## 10 REFERENCES

- Ontario Geologic Survey, 2007. "Paleozoic Geology of Southern Ontario (MRD219)".
- Ontario Geologic Survey, 2010. "Surficial Geology of Southern Ontario (MRD128)".
- Ontario Ministry of the Environment. March 9, 2004, amended July 1, 2011 and November 30, 2020. Version 3.0. "Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act".
- Ontario Ministry of the Environment, 15 April 2011. "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act", PIBS # 7382e01.
- Ontario Ministry of Environment, Conservation and Parks, 2004. "Ontario Regulation 153/04 – Records of Site Condition – Part XV.1 of the Environmental Protection Act".
- Ontario Ministry of Environment, Conservation and Parks., 1990. "Ontario Regulation 347/90 – General – Waste Management".
- Ontario Ministry of Environment, Conservation and Parks, December 4, 2019. "Ontario Regulation 406/19 made under the Environmental Protection Act, On-Site and Excess Soil Management".
- Ontario Ministry of Environment, Conservation and Parks, 2022. "Rules for Soil Management and Excess Soil Quality Standards".
- Ontario Ministry of the Environment and Energy, December 1996. "Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario".


DATE PLOTTED: 11/24/2022 3:54:21 PM  
FILE LOCATION: W:\2022\ESA and Remediation\Projects\OESAW2232 - Road Engineering (Shuttleworth Drain)\14 CAD\Drafting\AutoCAD files\OESAW2232-R01001.dwg



NOTES:  
THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH THE WSP E&I CANADA LIMITED  
REPORT No. OESAW2232. ALL LOCATIONS ARE APPROXIMATE.

REFERENCES:  
CANMAP STREETFILES V2008.4.

ORIGINAL PAPER SIZE: 8½ x 11.

CLIENT:  <b>Rood Engineering</b> 9 NELSON STREET LEAMINGTON, ONTARIO N8H 1G6		DWN BY: LMK	PROJECT:  SOIL CHARACTERIZATION REPORT SHUTTLEWORTH DRAIN WINDSOR, ONTARIO	DATE: NOV. 2022	
		CHK'D BY: TG		PROJECT No: OESAW2232	
WSP E&I Canada Limited 11865 COUNTY ROAD 42 TECUMSEH, ONTARIO, N8N 0H1 519-735-2499		DATUM: NAD83	TITLE:  KEY PLAN	REV No: 0	
		PROJECTION: UTM Zone 17		FIGURE No: 1	
		SCALE: 1:50,000			



DATE PLOTTED: 11/24/2022 3:54:50 PM  
FILE LOCATION: W:\2022\USA and Remediation\Projects\OESAW2232 - Road Engineering (Shuttleworth Drain)\14 CAD\Drafting\AutoCAD files\OESAW2232- R01001.dwg



LEGEND:

- APPROXIMATE PROJECT AREA BOUNDARY
- BOREHOLE LOCATION
- EXCESS SOIL ZONE 1 – SOIL MEETING TABLE 3 SCS FOR ON-SITE REUSE (EXCLUDING EC AND SAR)
- EXCESS SOIL ZONE 2 – SOIL MEETING TABLE 3.1 ESQS (EXCLUDING EC AND SAR) FOR BENEFICIAL OFF-SITE REUSE
- EXCESS SOIL ZONE 3 – SOIL EXCEEDING TABLE 3.1 ESQS FOR OFF-SITE DISPOSAL

- LOCATIONS (FROM APPENDIX E1 R2):
- BH-SD1 - WEST OF STATION 0+004 (WEST SIDE OF WASHBROOK DRAIN)
  - BH-SD2 - STATION 0+144.3
  - BH-SD3 - STATION 0+257.8
  - BH-SD4 - STATION 0+398.5
  - BH-SD5 - STATION 0+528.2
  - BH-SD6 - STATION 0+610.7
  - BH-SD7 - STATION 0+688.6
  - BH-SD7 - STATION 0+821.7

NOTES:  
THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH THE WSP E&I CANADA LIMITED REPORT No. OESAW2232.

ALL LOCATIONS ARE APPROXIMATE.

**ORIGINAL PAPER SIZE: 11 x 17**

REFERENCES:  
2022 AERIAL PHOTOGRAPHS BY THE COUNTY OF ESSEX.

CLIENT:		DWN BY:	LMK	PROJECT:	SOIL CHARACTERIZATION REPORT SHUTTLEWORTH DRAIN WINDSOR, ONTARIO	DATE:	NOV. 2022
Rood Engineering 9 NELSON STREET LEAMINGTON, ONTARIO N8H 1G6		CHK'D BY:	TG			PROJECT No:	OESAW2232
WSP E&I Canada Limited 11865 COUNTY ROAD 42 TECUMSEH, ONTARIO, N8N 0H1 519-735-2499		DATUM:	NAD83	TITLE:	PROJECT AREA PLAN VIEW	REV No:	0
		PROJECTION:	UTM Zone 17			FIGURE No:	2
		SCALE:	1:2,500				

Notes on Excess Soil Analytical Summary Tables

All Units in Micrograms per Gram (µg/g) Except Where Indicated Otherwise.

RDL = Laboratory Analytical Reporting Detection Limit.

RL = MOE 2011 Analytical Protocol Reporting Limit.

- = Not Analyzed or No Published Value.

DUP = Quality Assurance/Quality Control Duplicate Sample.

RPD = Relative Percent Difference (Between Primary and Duplicate Samples).

\* Denotes RPD Exceeds Recommended Alert Criterion Exceeded, However, Parameter Concentration Less than 5 Times Laboratory RDL.

< = Less Than Laboratory Analytical Reporting Detection Limit.

(a) The Boron Standards are for Hot Water Soluble Extract for All Surface Soils. For Subsurface Soils the Standards are for Total Boron (Mixed Strong Acid Digest), Since Plant Protection for Soils Below the Root Zone is not a Significant Concern.

(b) Analysis for Methyl Mercury Only Applies When Mercury (Total) Standard is Exceeded.

(c) F1 Fraction Does Not Include BTEX; However, the Proponent has the Choice as to Whether or not to Subtract BTEX from the Analytical Result.

(d) The Methylnaphthalene Standards are Applicable to Both 1-Methyl Naphthalene and 2-Methyl Naphthalene, with the Provision that if Both are Detected the Sum of the Two Must not Exceed the Standard.

55	Parameter Concentration May Exceed Applicable Standard Due to Elevated Method Detection Limit.
183	Parameter Concentration Exceeds MECP Table 3.1 Full Depth Excess Soil Standard for Industrial/Commercial/Community (I/C/C) Property Use.
797	Parameter Concentration Exceeds MECP Table 3 Full Depth Generic Site Condition Standards in a Non-Potable Ground Water Condition for Industrial/Commercail/Community (I/C/C) Property Use.

Excess Soil Standards = Rules for Soil Management and Excess Soil Quality Standards, Ontario Ministry of the Environment, Conservation and Parks, 2019.

Inputted by: CM

Reviewed by: TG

Table 1. Summary of Excess Soil Analyses

Sample Location					Excess Soil ESQS	EPA Standard Full Depth	BH-SD2 BH-SD2 Silty Clay 0.3 Paracel 2246133 2246133-01 11/7/2022 11/11/2022	DUP-SD3 (BH-SD2) Silty Clay 0.3 Paracel 2246133 2246133-04 11/7/2022 11/11/2022	Averag	RPD	BH-SD5 BH-SD5 Sandy Clay Fill 0.3 Paracel 2246133 2246133-02 11/7/2022 11/11/2022	BH-SD8 BH-SD8 Sandy Clay Fill 0.3 Paracel 2246133 2246133-03 11/7/2022 11/11/2022	
Sample No.	Soil Type	Laboratory Name	Laboratory Work Order No.	Laboratory Sample ID									
Sample Date	Reported Date												
			Vol. Independent	Full Depth									
			Non-Potable	Non-Potable									
					I/C/C Property Use	Table 3.1							
Parameters	ATG	Units	RDL	RL									
Metals													
Antimony	Metal	µg/g	0.8	1	40	40	<	<	NC	NC	<	<	
Arsenic	Metal	µg/g	1	1	18	18	9.9	10.4	10.15	4.9	6.6	4.5	
Barium	Metal	µg/g	2.0	5	670	670	75.2	75.4	75.3	0.3	100	81.9	
Beryllium	Metal	µg/g	0.4	2	8	8	0.8	0.8	0.8	0.0	0.6	<	
Boron, available	Metal	µg/g	0.5	0.5	2	2	0.7	0.6	0.65	15.4	1.0	0.9	
Boron (total)	Metal	µg/g	5	5	120	120	8.7	11.6	10.15	28.6	6.9	<	
Cadmium	Metal	µg/g	0.5	1	1.9	1.9	<	<	NC	NC	0.6	<	
Chromium VI	Metal	µg/g	0.2	0.2	8	10	0.2	<	NC	NC	<	<	
Chromium Total	Metal	µg/g	5	5	160	160	23.7	24.5	24.1	3.3	25.0	10.6	
Cobalt	Metal	µg/g	0.5	2	80	80	10.8	10.7	10.75	0.9	6.9	3.8	
Copper	Metal	µg/g	1.0	5	230	230	18.8	19.1	18.95	1.6	30.0	13.6	
Lead	Metal	µg/g	1	10	120	120	11.5	11.4	11.45	0.9	28.5	13.2	
Mercury	Metal	µg/g	0.1	0.1	0.27	20	<	<	NC	NC	<	<	
Molybdenum	Metal	µg/g	0.5	2	40	40	1.9	2	1.95	5.1	1.5	1.9	
Nickel	Metal	µg/g	1	5	270	270	30.2	29	29.6	4.1	20.4	11.1	
Selenium	Metal	µg/g	0.8	1	5.5	5.5	<	<	NC	NC	<	<	
Silver	Metal	µg/g	0.5	0.5	40	40	<	<	NC	NC	<	<	
Thallium	Metal	µg/g	0.5	1	3.3	3.3	<	<	NC	NC	<	<	
Uranium	Metal	µg/g	0.50	1	33	33	1.0	1.1	1.05	9.5	<	<	
Vanadium	Metal	µg/g	0.4	10	86	86	40.4	43.7	42.05	7.8	31.4	18.6	
Zinc	Metal	µg/g	5	30	340	340	58.4	58.5	58.45	0.2	191	54.7	
Other Regulated Parameters													
Sodium Adsorption Ratio	ORP	-	n/a	5	12	12	13.2	11.2	12.2	16.4	3.1	8	
Electrical Conductivity (mS/cm)	ORP	mS/cm	0.005	0.7	1.4	1.4	1.04	1.13	1.085	8.3	0.396	0.758	
Cyanide, free	ORP	µg/g	0.03	0.03	0.051	0.051	<	<	<	<	<	<	
pH	ORP	-	n/a	0.1	12	12	6.78	7.32	7.05	7.7	7.08	7.3	
Petroleum Hydrocarbons													
Petroleum Hydrocarbons F1 <sup>d</sup>	PHC	µg/g	7	10	25	55	<	<	NC	NC	<	<	
Petroleum Hydrocarbons F2	PHC	µg/g	4	10	26	230	<	<	NC	NC	<	<	
Petroleum Hydrocarbons F3	PHC	µg/g	8	50	1700	1700	<	16	NC	NC	134	137	
Petroleum Hydrocarbons F4	PHC	µg/g	6	50	3300	3300	<	<	NC	NC	248	439	
Volatile Organic Compounds													
Benzene	VOC	µg/g	0.02	0.02	0.034	0.32	<	<	NC	NC	<	<	
Toluene	VOC	µg/g	0.05	0.2	7.8	9.5	<	<	NC	NC	<	<	
Ethylbenzene	VOC	µg/g	0.05	0.05	1.9	68	<	<	NC	NC	<	<	
Xylenes, m,p-	VOC	µg/g	0.05	-	-	-	<	<	NC	NC	<	<	
Xylene, o-	VOC	µg/g	0.05	-	-	-	<	<	NC	NC	<	<	
Xylene Mixture	VOC	µg/g	0.05	0.05	3	26	<	<	NC	NC	<	<	
Semi-Volatiles													
Acenaphthene	sVOC	µg/g	0.02	0.02	15	96	<	<	NC	NC	<	<	
Acenaphthylene	sVOC	µg/g	0.02	0.02	0.093	0.15	<	<	NC	NC	<	<	
Anthracene	sVOC	µg/g	0.02	0.02	0.16	0.67	<	<	NC	NC	<	<	
Benzo[a]anthracene	sVOC	µg/g	0.02	0.02	1	0.96	<	<	NC	NC	0.03	0.04	
Benzo[a]pyrene	sVOC	µg/g	0.02	0.02	0.7	0.3	<	<	NC	NC	0.04	0.04	
Benzo[b]fluoranthene	sVOC	µg/g	0.02	0.02	7	0.96	<	<	NC	NC	0.04	0.04	
Benzo[g,h,i]perylene	sVOC	µg/g	0.02	0.02	13	9.6	<	<	NC	NC	0.04	0.03	
Benzo[k]fluoranthene	sVOC	µg/g	0.02	0.02	7	0.96	<	<	NC	NC	<	<	
Chrysene	sVOC	µg/g	0.02	0.02	14	9.6	<	<	NC	NC	0.03	0.03	
Dibenzo[a,h]anthracene	sVOC	µg/g	0.02	0.02	0.7	0.1	<	<	NC	NC	<	<	
Fluoranthene	sVOC	µg/g	0.02	0.02	70	9.6	<	<	NC	NC	0.07	0.07	
Fluorene	sVOC	µg/g	0.02	0.02	6.8	62	<	<	NC	NC	<	<	
Indeno [1,2,3-cd] pyrene	sVOC	µg/g	0.02	0.02	0.76	0.76	<	<	NC	NC	0.04	0.04	
1-Methylnaphthalene	sVOC	µg/g	0.02	0.02	8.7	76	<	<	NC	NC	<	<	
2-Methylnaphthalene	sVOC	µg/g	0.02	0.02	8.7	76	<	<	NC	NC	<	<	
Methylnaphthalene (1&2)	sVOC	µg/g	0.04	0.04	8.7	76	<	<	NC	NC	<	<	
Naphthalene	sVOC	µg/g	0.01	0.01	1.8	9.6	<	<	NC	NC	<	<	
Phenanthrene	sVOC	µg/g	0.02	0.02	12	12	<	<	NC	NC	0.03	0.02	
Pyrene	sVOC	µg/g	0.02	0.02	70	96	<	<	NC	NC	0.04	0.05	



# Appendix A

## Laboratory Certificates of Analysis

## Certificate of Analysis

**WSP E&I Canada Limited (Windsor)**

11865 County Road 42  
Tecumseh, ON N8N 2M1  
Attn: Cindy McKee

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Custody:

Report Date: 11-Nov-2022

Order Date: 7-Nov-2022

**Order #: 2246133**

This Certificate of Analysis contains analytical data applicable to the following samples as submitted:

Paracel ID	Client ID
2246133-01	BH-SD2
2246133-02	BH-SD5
2246133-03	BH-SD8
2246133-04	DUP-SD3

Approved By:



Milan Ralitsch, PhD

Senior Technical Manager



Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

## Analysis Summary Table

Analysis	Method Reference/Description	Extraction Date	Analysis Date
Boron, available	MOE (HWE), EPA 200.8 - ICP-MS	10-Nov-22	10-Nov-22
BTEX by P&T GC-MS	EPA 8260 - P&T GC-MS	9-Nov-22	11-Nov-22
Chromium, hexavalent - soil	MOE E3056 - Extraction, colourimetric	9-Nov-22	11-Nov-22
Conductivity	MOE E3138 - probe @25 °C, water ext	10-Nov-22	10-Nov-22
Cyanide, free	MOE E3015 - Auto Colour, water extraction	9-Nov-22	9-Nov-22
Mercury by CVAA	EPA 7471B - CVAA, digestion	10-Nov-22	11-Nov-22
pH, soil	EPA 150.1 - pH probe @ 25 °C, CaCl buffered ext.	8-Nov-22	9-Nov-22
PHC F1	CWS Tier 1 - P&T GC-FID	9-Nov-22	11-Nov-22
PHCs F2 to F4	CWS Tier 1 - GC-FID, extraction	10-Nov-22	11-Nov-22
REG 153: Metals by ICP/MS, soil	EPA 6020 - Digestion - ICP-MS	10-Nov-22	10-Nov-22
REG 153: PAHs by GC-MS	EPA 8270 - GC-MS, extraction	9-Nov-22	10-Nov-22
SAR	Calculated	10-Nov-22	11-Nov-22
Solids, %	CWS Tier 1 - Gravimetric	9-Nov-22	9-Nov-22

Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&amp;I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

## Summary of Criteria Exceedances

(If this page is blank then there are no exceedances)

Only those criteria that a sample exceeds will be highlighted in red

**Regulatory Comparison:**

Paracel Laboratories has provided regulatory guidelines on this report for informational purposes only and makes no representations or warranties that the data is accurate or reflects the current regulatory values. The user is advised to consult with the appropriate official regulations to evaluate compliance. Sample results that are highlighted have exceeded the selected regulatory limit. Calculated uncertainty estimations have not been applied for determining regulatory exceedances.

Sample	Analyte	MDL / Units	Result	-	-
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Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&amp;I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Client ID:	BH-SD2	BH-SD5	BH-SD8	DUP-SD3		
Sample Date:	07-Nov-22 00:00	07-Nov-22 00:00	07-Nov-22 00:00	07-Nov-22 00:00	-	-
Sample ID:	2246133-01	2246133-02	2246133-03	2246133-04		
Matrix:	Soil	Soil	Soil	Soil		
MDL/Units						

**Physical Characteristics**

% Solids	0.1 % by Wt.	82.1	89.6	83.6	81.3	-	-
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**General Inorganics**

SAR	0.01 N/A	13.2	3.10	8.00	11.2	-	-
Conductivity	5 uS/cm	1040	369	758	1130	-	-
Cyanide, free	0.03 ug/g	<0.03	<0.03	<0.03	<0.03	-	-
pH	0.05 pH Units	6.78	7.08	7.30	7.32	-	-

**Metals**

Antimony	1 ug/g	<1.0	<1.0	<1.0	<1.0	-	-
Arsenic	1 ug/g	9.9	6.6	4.5	10.4	-	-
Barium	1 ug/g	75.2	100	81.9	75.4	-	-
Beryllium	0.5 ug/g	0.8	0.6	<0.5	0.8	-	-
Boron	5 ug/g	8.7	6.9	<5.0	11.6	-	-
Boron, available	0.5 ug/g	0.7	1.0	0.9	0.6	-	-
Cadmium	0.5 ug/g	<0.5	0.6	<0.5	<0.5	-	-
Chromium (VI)	0.2 ug/g	0.2	<0.2	<0.2	<0.2	-	-
Chromium	5 ug/g	23.7	25.0	10.6	24.5	-	-
Cobalt	1 ug/g	10.8	6.9	3.8	10.7	-	-
Copper	5 ug/g	18.8	30.0	13.6	19.1	-	-
Lead	1 ug/g	11.5	28.5	13.2	11.4	-	-
Mercury	0.1 ug/g	<0.1	<0.1	<0.1	<0.1	-	-
Molybdenum	1 ug/g	1.9	1.5	1.9	2.0	-	-
Nickel	5 ug/g	30.2	20.4	11.1	29.0	-	-
Selenium	1 ug/g	<1.0	<1.0	<1.0	<1.0	-	-
Silver	0.3 ug/g	<0.3	<0.3	<0.3	<0.3	-	-
Thallium	1 ug/g	<1.0	<1.0	<1.0	<1.0	-	-

Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Client ID:	BH-SD2	BH-SD5	BH-SD8	DUP-SD3		
Sample Date:	07-Nov-22 00:00	07-Nov-22 00:00	07-Nov-22 00:00	07-Nov-22 00:00	-	-
Sample ID:	2246133-01	2246133-02	2246133-03	2246133-04		
Matrix:	Soil	Soil	Soil	Soil		
MDL/Units						

#### Metals

Uranium	1 ug/g	1.0	<1.0	<1.0	1.1	-	-
Vanadium	10 ug/g	40.4	31.4	18.6	43.7	-	-
Zinc	20 ug/g	58.4	191	54.7	58.5	-	-

#### Volatiles

Benzene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Ethylbenzene	0.05 ug/g	<0.05	<0.05	<0.05	<0.05	-	-
Toluene	0.05 ug/g	<0.05	<0.05	<0.05	<0.05	-	-
m,p-Xylenes	0.05 ug/g	<0.05	<0.05	<0.05	<0.05	-	-
o-Xylene	0.05 ug/g	<0.05	<0.05	<0.05	<0.05	-	-
Xylenes, total	0.05 ug/g	<0.05	<0.05	<0.05	<0.05	-	-
Toluene-d8	Surrogate	91.3%	96.2%	94.2%	93.1%	-	-

#### Hydrocarbons

F1 PHCs (C6-C10)	7 ug/g	<7	<7	<7	<7	-	-
F2 PHCs (C10-C16)	4 ug/g	<4	<4	<4	<4	-	-
F3 PHCs (C16-C34)	8 ug/g	<8	134	137	16	-	-
F4 PHCs (C34-C50)	6 ug/g	<6	248	439	<6	-	-

#### Semi-Volatiles

Acenaphthene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Acenaphthylene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Anthracene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Benzo [a] anthracene	0.02 ug/g	<0.02	0.03	0.04	<0.02	-	-
Benzo [a] pyrene	0.02 ug/g	<0.02	0.04	0.04	<0.02	-	-
Benzo [b] fluoranthene	0.02 ug/g	<0.02	0.04	0.04	<0.02	-	-
Benzo [g,h,i] perylene	0.02 ug/g	<0.02	0.04	0.03	<0.02	-	-
Benzo [k] fluoranthene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-

Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Client ID:	BH-SD2	BH-SD5	BH-SD8	DUP-SD3		
Sample Date:	07-Nov-22 00:00	07-Nov-22 00:00	07-Nov-22 00:00	07-Nov-22 00:00	-	-
Sample ID:	2246133-01	2246133-02	2246133-03	2246133-04		
Matrix:	Soil	Soil	Soil	Soil		
MDL/Units						

**Semi-Volatiles**

Chrysene	0.02 ug/g	<0.02	0.03	0.03	<0.02	-	-
Dibenzo [a,h] anthracene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Fluoranthene	0.02 ug/g	<0.02	0.07	0.07	<0.02	-	-
Fluorene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Indeno [1,2,3-cd] pyrene	0.02 ug/g	<0.02	0.04	0.04	<0.02	-	-
1-Methylnaphthalene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
2-Methylnaphthalene	0.02 ug/g	<0.02	<0.02	<0.02	<0.02	-	-
Methylnaphthalene (1&2)	0.03 ug/g	<0.03	<0.03	<0.03	<0.03	-	-
Naphthalene	0.01 ug/g	<0.01	<0.01	<0.01	<0.01	-	-
Phenanthrene	0.02 ug/g	<0.02	0.03	0.02	<0.02	-	-
Pyrene	0.02 ug/g	<0.02	0.04	0.05	<0.02	-	-
2-Fluorobiphenyl	Surrogate	62.8%	55.3%	68.3%	81.4%	-	-
Terphenyl-d14	Surrogate	73.0%	50.8%	63.5%	73.8%	-	-

Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

## Method Quality Control: Blank

Analyte	Result	Reporting Limit	Units	%REC	%REC Limit	RPD	RPD Limit	Notes
<b>General Inorganics</b>								
SAR	ND	0.01	N/A					
Conductivity	ND	5	uS/cm					
Cyanide, free	ND	0.03	ug/g					
<b>Hydrocarbons</b>								
F1 PHCs (C6-C10)	ND	7	ug/g					
F2 PHCs (C10-C16)	ND	4	ug/g					
F3 PHCs (C16-C34)	ND	8	ug/g					
F4 PHCs (C34-C50)	ND	6	ug/g					
<b>Metals</b>								
Antimony	ND	1.0	ug/g					
Arsenic	ND	1.0	ug/g					
Barium	ND	1.0	ug/g					
Beryllium	ND	0.5	ug/g					
Boron, available	ND	0.5	ug/g					
Boron	ND	5.0	ug/g					
Cadmium	ND	0.5	ug/g					
Chromium (VI)	ND	0.2	ug/g					
Chromium	ND	5.0	ug/g					
Cobalt	ND	1.0	ug/g					
Copper	ND	5.0	ug/g					
Lead	ND	1.0	ug/g					
Mercury	ND	0.1	ug/g					
Molybdenum	ND	1.0	ug/g					
Nickel	ND	5.0	ug/g					
Selenium	ND	1.0	ug/g					
Silver	ND	0.3	ug/g					
Thallium	ND	1.0	ug/g					
Uranium	ND	1.0	ug/g					
Vanadium	ND	10.0	ug/g					
Zinc	ND	20.0	ug/g					
<b>Semi-Volatiles</b>								
Acenaphthene	ND	0.02	ug/g					

Certificate of Analysis

Report Date: 11-Nov-2022

Client: **WSP E&I Canada Limited (Windsor)**

Order Date: 7-Nov-2022

Client PO: **OESAW2232.\*\*\*\*.5120.573000**

Project Description: **OESAW2232.\*\*\*\*.5120.573000**

**Method Quality Control: Blank**

Analyte	Result	Reporting Limit	Units	%REC	%REC Limit	RPD	RPD Limit	Notes
Acenaphthylene	ND	0.02	ug/g					
Anthracene	ND	0.02	ug/g					
Benzo [a] anthracene	ND	0.02	ug/g					
Benzo [a] pyrene	ND	0.02	ug/g					
Benzo [b] fluoranthene	ND	0.02	ug/g					
Benzo [g,h,i] perylene	ND	0.02	ug/g					
Benzo [k] fluoranthene	ND	0.02	ug/g					
Chrysene	ND	0.02	ug/g					
Dibenzo [a,h] anthracene	ND	0.02	ug/g					
Fluoranthene	ND	0.02	ug/g					
Fluorene	ND	0.02	ug/g					
Indeno [1,2,3-cd] pyrene	ND	0.02	ug/g					
1-Methylnaphthalene	ND	0.02	ug/g					
2-Methylnaphthalene	ND	0.02	ug/g					
Methylnaphthalene (1&2)	ND	0.03	ug/g					
Naphthalene	ND	0.01	ug/g					
Phenanthrene	ND	0.02	ug/g					
Pyrene	ND	0.02	ug/g					
Surrogate: 2-Fluorobiphenyl	0.363		ug/g	72.6	50-140			
Surrogate: Terphenyl-d14	0.371		ug/g	74.1	50-140			
<b>Volatiles</b>								
Benzene	ND	0.02	ug/g					
Ethylbenzene	ND	0.05	ug/g					
Toluene	ND	0.05	ug/g					
m,p-Xylenes	ND	0.05	ug/g					
o-Xylene	ND	0.05	ug/g					
Xylenes, total	ND	0.05	ug/g					
Surrogate: Toluene-d8	7.37		ug/g	92.1	50-140			

Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&amp;I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.5120.573000

**Method Quality Control: Duplicate**

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
<b>General Inorganics</b>									
SAR	2.51	0.01	N/A	2.39			4.9	30	
Conductivity	1240	5	uS/cm	1230			0.4	5	
Cyanide, free	ND	0.03	ug/g	ND			NC	35	
pH	7.79	0.05	pH Units	7.79			0.0	10	
<b>Hydrocarbons</b>									
F1 PHCs (C6-C10)	ND	7	ug/g	ND			NC	40	
F2 PHCs (C10-C16)	ND	4	ug/g	ND			NC	30	
F3 PHCs (C16-C34)	161	8	ug/g	153			5.1	30	
F4 PHCs (C34-C50)	148	6	ug/g	189			24.3	30	
<b>Metals</b>									
Antimony	ND	1.0	ug/g	ND			NC	30	
Arsenic	5.9	1.0	ug/g	5.6			5.3	30	
Barium	51.9	1.0	ug/g	57.3			9.8	30	
Beryllium	0.9	0.5	ug/g	0.8			6.4	30	
Boron, available	1.68	0.5	ug/g	1.38			19.6	35	
Boron	12.5	5.0	ug/g	10.9			13.7	30	
Cadmium	ND	0.5	ug/g	ND			NC	30	
Chromium (VI)	ND	0.2	ug/g	0.2			NC	35	
Chromium	23.5	5.0	ug/g	25.1			6.5	30	
Cobalt	11.7	1.0	ug/g	12.3			5.2	30	
Copper	28.8	5.0	ug/g	30.0			4.0	30	
Lead	12.4	1.0	ug/g	12.9			4.0	30	
Mercury	ND	0.1	ug/g	ND			NC	30	
Molybdenum	3.2	1.0	ug/g	ND			NC	30	
Nickel	22.9	5.0	ug/g	24.1			5.1	30	
Selenium	2.0	1.0	ug/g	ND			NC	30	
Silver	0.4	0.3	ug/g	ND			NC	30	
Thallium	1.1	1.0	ug/g	ND			NC	30	
Uranium	ND	1.0	ug/g	ND			NC	30	
Vanadium	31.9	10.0	ug/g	35.1			9.5	30	



Certificate of Analysis

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Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.5120.573000

**Method Quality Control: Duplicate**

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Zinc	79.7	20.0	ug/g	75.0			6.1	30	
<b>Physical Characteristics</b>									
% Solids	81.5	0.1	% by Wt.	82.1			0.7	25	
<b>Semi-Volatiles</b>									
Acenaphthene	ND	0.02	ug/g	ND			NC	40	
Acenaphthylene	ND	0.02	ug/g	ND			NC	40	
Anthracene	ND	0.02	ug/g	ND			NC	40	
Benzo [a] anthracene	ND	0.02	ug/g	ND			NC	40	
Benzo [a] pyrene	ND	0.02	ug/g	ND			NC	40	
Benzo [b] fluoranthene	ND	0.02	ug/g	ND			NC	40	
Benzo [g,h,i] perylene	ND	0.02	ug/g	ND			NC	40	
Benzo [k] fluoranthene	ND	0.02	ug/g	ND			NC	40	
Chrysene	ND	0.02	ug/g	ND			NC	40	
Dibenzo [a,h] anthracene	ND	0.02	ug/g	ND			NC	40	
Fluoranthene	ND	0.02	ug/g	ND			NC	40	
Fluorene	ND	0.02	ug/g	ND			NC	40	
Indeno [1,2,3-cd] pyrene	ND	0.02	ug/g	ND			NC	40	
1-Methylnaphthalene	ND	0.02	ug/g	ND			NC	40	
2-Methylnaphthalene	ND	0.02	ug/g	ND			NC	40	
Naphthalene	ND	0.01	ug/g	ND			NC	40	
Phenanthrene	ND	0.02	ug/g	ND			NC	40	
Pyrene	ND	0.02	ug/g	ND			NC	40	
Surrogate: 2-Fluorobiphenyl	0.346		ug/g		56.9	50-140			
Surrogate: Terphenyl-d14	0.420		ug/g		69.2	50-140			
<b>Volatiles</b>									
Benzene	ND	0.02	ug/g	ND			NC	50	
Ethylbenzene	ND	0.05	ug/g	ND			NC	50	
Toluene	ND	0.05	ug/g	ND			NC	50	
m,p-Xylenes	ND	0.05	ug/g	ND			NC	50	
o-Xylene	ND	0.05	ug/g	ND			NC	50	
Surrogate: Toluene-d8	8.20		ug/g		92.6	50-140			

Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

## Method Quality Control: Spike

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
<b>General Inorganics</b>									
Cyanide, free	0.887	0.03	ug/g	ND	88.7	70-130			
<b>Hydrocarbons</b>									
F1 PHCs (C6-C10)	60	7	ug/g	ND	84.2	80-120			
F2 PHCs (C10-C16)	87	4	ug/g	ND	93.4	60-140			
F3 PHCs (C16-C34)	378	8	ug/g	153	108	60-140			
F4 PHCs (C34-C50)	463	6	ug/g	189	182	60-140			QM-4X
<b>Metals</b>									
Antimony	135	1.0	ug/g	ND	108	70-130			
Arsenic	134	1.0	ug/g	5.6	103	70-130			
Barium	192	1.0	ug/g	57.3	108	70-130			
Beryllium	115	0.5	ug/g	0.8	91.3	70-130			
Boron, available	6.03	0.5	ug/g	1.38	93.0	70-122			
Boron	123	5.0	ug/g	10.9	89.6	70-130			
Cadmium	126	0.5	ug/g	ND	101	70-130			
Chromium (VI)	4.7	0.2	ug/g	0.2	74.0	70-130			
Chromium	151	5.0	ug/g	25.1	101	70-130			
Cobalt	134	1.0	ug/g	12.3	97.7	70-130			
Copper	155	5.0	ug/g	30.0	99.7	70-130			
Lead	132	1.0	ug/g	12.9	95.4	70-130			
Mercury	1.54	0.1	ug/g	ND	103	70-130			
Molybdenum	133	1.0	ug/g	ND	107	70-130			
Nickel	153	5.0	ug/g	24.1	103	70-130			
Selenium	131	1.0	ug/g	ND	105	70-130			
Silver	101	0.3	ug/g	ND	80.8	70-130			
Thallium	122	1.0	ug/g	ND	97.3	70-130			
Uranium	129	1.0	ug/g	ND	103	70-130			
Vanadium	160	10.0	ug/g	35.1	100	70-130			
Zinc	210	20.0	ug/g	75.0	108	70-130			
<b>Semi-Volatiles</b>									
Acenaphthene	0.461	0.02	ug/g	ND	75.8	50-140			

Certificate of Analysis

Report Date: 11-Nov-2022

Client: **WSP E&I Canada Limited (Windsor)**

Order Date: 7-Nov-2022

Client PO: **OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000**

Project Description: **OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000**

**Method Quality Control: Spike**

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Acenaphthylene	0.465	0.02	ug/g	ND	76.6	50-140			
Anthracene	0.464	0.02	ug/g	ND	76.3	50-140			
Benzo [a] anthracene	0.461	0.02	ug/g	ND	75.8	50-140			
Benzo [a] pyrene	0.443	0.02	ug/g	ND	72.8	50-140			
Benzo [b] fluoranthene	0.405	0.02	ug/g	ND	66.7	50-140			
Benzo [g,h,i] perylene	0.418	0.02	ug/g	ND	68.7	50-140			
Benzo [k] fluoranthene	0.403	0.02	ug/g	ND	66.3	50-140			
Chrysene	0.418	0.02	ug/g	ND	68.8	50-140			
Dibenzo [a,h] anthracene	0.505	0.02	ug/g	ND	83.1	50-140			
Fluoranthene	0.492	0.02	ug/g	ND	80.9	50-140			
Fluorene	0.522	0.02	ug/g	ND	85.8	50-140			
Indeno [1,2,3-cd] pyrene	0.456	0.02	ug/g	ND	75.1	50-140			
1-Methylnaphthalene	0.406	0.02	ug/g	ND	66.9	50-140			
2-Methylnaphthalene	0.406	0.02	ug/g	ND	66.8	50-140			
Naphthalene	0.441	0.01	ug/g	ND	72.5	50-140			
Phenanthrene	0.453	0.02	ug/g	ND	74.5	50-140			
Pyrene	0.383	0.02	ug/g	ND	63.0	50-140			
Surrogate: 2-Fluorobiphenyl	0.441		ug/g		72.6	50-140			
Surrogate: Terphenyl-d14	0.436		ug/g		71.7	50-140			
<b>Volatiles</b>									
Benzene	4.20	0.02	ug/g	ND	105	60-130			
Ethylbenzene	3.89	0.05	ug/g	ND	97.4	60-130			
Toluene	4.32	0.05	ug/g	ND	108	60-130			
m,p-Xylenes	7.52	0.05	ug/g	ND	93.7	60-130			
o-Xylene	3.84	0.05	ug/g	ND	95.9	60-130			
Surrogate: Toluene-d8	8.29		ug/g		104	50-140			

## Certificate of Analysis

Report Date: 11-Nov-2022

Client: WSP E&amp;I Canada Limited (Windsor)

Order Date: 7-Nov-2022

Client PO: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Project Description: OESAW2232.\*\*\*\*.\*\*\*\*.5120.573000

Qualifier Notes:**QC Qualifiers:**

QM-4X The spike recovery was outside of QC acceptance limits due to elevated analyte concentration.

Sample Data Revisions:

None

Work Order Revisions / Comments:

None

Other Report Notes:

n/a: not applicable

ND: Not Detected

MDL: Method Detection Limit

Source Result: Data used as source for matrix and duplicate samples

%REC: Percent recovery.

RPD: Relative percent difference.

NC: Not Calculated

Soil results are reported on a dry weight basis unless otherwise noted.

Where %Solids is reported, moisture loss includes the loss of volatile hydrocarbons.

*CCME PHC additional information:*

- The method for the analysis of PHCs complies with the Reference Method for the CWS PHC and is validated for use in the laboratory. All prescribed quality criteria identified in the method has been met.
- F1 range corrected for BTEX.
- F2 to F3 ranges corrected for appropriate PAHs where available.
- The gravimetric heavy hydrocarbons (F4G) are not to be added to C6 to C50 hydrocarbons.
- In the case where F4 and F4G are both reported, the greater of the two results is to be used for comparison to CWS PHC criteria.
- When reported, data for F4G has been processed using a silica gel cleanup.

Any use of these results implies your agreement that our total liability in connection with this work, however arising, shall be limited to the amount paid by you for this work, and that our employees or agents shall not under any circumstances be liable to you in connection with this work.



# Appendix B

## Limitations

## LIMITATIONS

1. The work performed in the preparation of this report and the conclusions presented are subject to the following:
  - a. The Standard Terms and Conditions which form a part of our Professional Services Contract;
  - b. The Scope of Services;
  - c. Time and Budgetary limitations as described in our Contract; and
  - d. The Limitations stated herein.
2. No other warranties or representations, either expressed or implied, are made as to the professional services provided under the terms of our Contract, or the conclusions presented.
3. The conclusions presented in this report were based, in part, on visual observations of the Site and attendant structures. Our conclusions cannot and are not extended to include those portions of the Site or structures, which are not reasonably available, in WSP's opinion, for direct observation.
4. The environmental conditions at the Site were assessed, within the limitations set out above, having due regard for applicable environmental regulations as of the date of the inspection. A review of compliance by past owners or occupants of the Site with any applicable local, provincial or federal bylaws, orders-in-council, legislative enactments and regulations was not performed.
5. The Site history research included obtaining information from third parties and employees or agents of the owner. No attempt has been made to verify the accuracy of any information provided, unless specifically noted in our report.
6. Where testing was performed, it was carried out in accordance with the terms of our contract providing for testing. Other substances, or different quantities of substances testing for, may be present on-site and may be revealed by different or other testing not provided for in our contract.
7. Because of the limitations referred to above, different environmental conditions from those stated in our report may exist. Should such different conditions be encountered, WSP must be notified in order that it may determine if modifications to the conclusions in the report are necessary.
8. The utilization of WSP's services during the implementation of any remedial measures will allow WSP to observe compliance with the conclusions and recommendations contained in the report. WSP's involvement will also allow for changes to be made as necessary to suit field conditions as they are encountered.
9. This report is for the sole use of the party to whom it is addressed unless expressly stated otherwise in the report or contract. Any use which any third party makes of the report, in whole or the part, or any reliance thereon or decisions made based on any information or conclusions in the report is the sole responsibility of such third party. WSP accepts no responsibility whatsoever for damages or loss of any nature or kind suffered by any such third party as a result of actions taken or not taken or decisions made in reliance on the report or anything set out therein.
10. This report is not to be given over to any third party for any purpose whatsoever without the written permission of WSP.
11. Provided that the report is still reliable, and less than 12 months old, WSP will issue a third-party reliance letter to parties that the client identifies in writing, upon payment of the then current fee for such letters. All third parties relying on WSP's report, by such reliance agree to be bound by our proposal and WSP's standard reliance letter. WSP's standard reliance letter indicates that in no event shall WSP be liable for any damages, howsoever arising, relating to third-party reliance on WSP's report. No reliance by any party is permitted without such agreement.

## 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 2023-093**

Being a by-law to confirm the proceedings of the September 12, 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 September 12, 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 September 12, 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 12th day of September, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk