

Regular Council Meeting Agenda

Date: Tuesday, April 9, 2024, 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 - March 26, 2024

9 - 20

Recommendation

Moved by _____

Seconded by _____

That the March 26, 2024 minutes of the Regular Council as were duplicated and delivered to the members, **be adopted.**

I. Supplementary Agenda Adoption

J. Consent Agenda Items

As per the Procedural By-Law 2023-076, all items listed under the Consent Agenda will be voted on through one Consent Motion and that Motion shall be neither debatable or amendable.

1. CRS-2024-11 Indigenous Education Consulting Agreement

21 - 24

Recommendation

Moved by _____

Seconded by _____

That Report CRS-024-11 Indigenous Education Consulting Agreement **be received and approved.**

K. Delegations

1. Next Steps for Tecumseh Housing Action Fund

Re: Larry Silani MCIP, RPP, Partner with MillerSilani Inc.

- a. DS-2024-08 Expanding Housing Choices and Improving Affordability Tecumseh Housing Accelerator Fund Next Steps

25 - 31

Recommendation

Moved by _____

Seconded by _____

That Report DS-2024-08 entitled "Expanding Housing Choices and Improving Affordability - Tecumseh Housing Accelerator Fund: Next Steps," **be received.**

L. Communications

1. For Information:

- a. Alnwick Haldimand Township dated March 27, 2024

32 - 33

- b. City of Brantford dated March 28, 2024

34 - 36

- c. Greater Essex County District School Board dated April 2, 2024

37 - 47

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information A through C as listed on the Tuesday, April 9, 2024 Regular Council Agenda, **be received.**

2. For Action:

M. Update from County Council and Boards

N. Committee Minutes

1. Tecumseh Accessibility Advisory Committee - March 22, 2024

48 - 51

Recommendation

Moved by _____

Seconded by _____

That the March 22, 2024 minutes of the Tecumseh Accessibility Advisory Committee **be accepted.**

Recommendation

Moved by _____

Seconded by _____

That the minutes of the Policies & Priorities Committee meeting as were duplicated and delivered to the Members **be adopted**;

And that the revisions to the Awards Policy No. 2 and the Awards Review Committee Terms of Reference **be approved**;

And further that the attached policies: Travel Policy - Council, Awards Policy No. 2, Community Safety Zone, Controlled Pedestrian Crossing, School Safety Zone, **be approved**;

And furthermore, that Administration **be directed** to bring a report to the April 23, 2024 Regular Council Meeting regarding the discontinuation of the current School Crossing Guard Program, should the following pedestrian crossover and traffic control measures be approved through the adoption of the by-laws for:

- Community Safety Zone Policy 123
- Controlled Pedestrian Crossing Policy 124
- School Safety Zone Policy 125

And furthermore, that subject to the approval and adoption of the foregoing Policy 125 and By-laws, the review and analysis of the twelve (12) School Safety Zones in 2024 **be authorized and funded** in the amount of \$180,000 from the Road Lifecycle Reserve, at the April 9, 2024 Regular Council Meeting.

And furthermore, that subject to Council's decision on the School Crossing Guard Program in April, Administration **coordinate information sessions** with the local schools and boards affected by this change in approach to Crossing Guards prior to the end of the current school year in June 2024.

Recommendation

Moved by _____

Seconded by _____

That the March 28, 2024 minutes of the Police Services Board as were duplicated and delivered to the members, **be adopted**.

4. Town of Tecumseh Business Improvement Area Board - February 12, 2024 105 - 109

Recommendation

Moved by _____

Seconded by _____

That the February 12, 2024 minutes of the Town of Tecumseh Business Improvement Area Board meeting as were duplicated and delivered to the members, **be accepted.**

O. Reports

1. Development Services

- a. DS-2024-09 Holding (H) Zone Symbol Removal Petcon Realty Corp (Petretta Hotel Development) 1600 Sylvestre Drive 110 - 117

Recommendation

Moved by _____

Seconded by _____

That a by-law having the effect of amending Zoning By-law 85-18 by rezoning a 1.75 hectare (4.33 acre) parcel of land on the south side of County Road 22, immediately west of the Sylvestre Drive terminus (1600 Sylvestre Drive) from “Holding General Commercial Zone (H) C1-10” to “General Commercial Zone (C1-10)” in order to facilitate the construction of a hotel along with a separate commercial building on the subject area, in accordance with a recently executed site plan control agreement and in keeping with DS-2024-09, **be considered first, second, third and final readings.**

2. Public Works & Engineering Services

- a. PWES-2024-23 Speed Management and Traffic Calming Policy 126 118 - 146

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2024-23 Speed Management and Traffic Calming Policy 126 – Update **be received;**

And that Policy 126 in Attachment 1 to Report PWES-2024-23 Speed Management and Traffic Calming Policy 126 – Update **be adopted.**

P. By-Laws

1.	By-Law 2024-028 Traffic By-Law Amendment Schedule P Rates of Speed	147 - 149
	A by-law to amend Schedule "P" (Rates of Speed) of By-law No. 2001-36, as amended, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Municipality	
2.	By-Law 2024-029 HRIS Contract	150 - 154
	Being a by-law to authorize the execution of Service Agreements between The Corporation of the Town of Tecumseh, Dayforce Service Canada Limited and OnActuate Consulting Incorporated	
3.	By-Law 2024-030 Community Safety Zone By-Law Amendment	155 - 157
	Being a by-law to amend By-Law 2015-53 being a by-law to designate community safety zones in the Town of Tecumseh	
4.	By-Law 2024-031 Designate School Safety Zones	
	Being a by-law to designate School Safety Zones in the Town of Tecumseh	
5.	By-Law 2024-032 Petretta Hotel Development - Removal of "H" Zone Symbol	158 - 159
	Being a by-law to amend By-Law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol) affecting a 1.75 hectare portion of a 6.77 hectare parcel of land situated on the south side of County Road 22, immediately west of the Sylvestre Drive terminus - 1600 Sylvestre Drive)	
6.	By-Law 2024-033 Maidstone Washroom Tender Award	160 - 201
	Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Greenlight General Contracting Inc.	
7.	By-Law 2024-034 Indigenous Education Consulting Agreement	202 - 208
	Being a by-law to execute an Consulting Agreement between The Corporation of the Town of Tecumseh and Tecumtha Ogitchada Society to provide consulting services on Indigenous Education and Awareness	

Recommendation

Moved by _____

Seconded by _____

That

Be given first and second reading.

Recommendation

Moved by _____

Seconded by _____

That

Be given third and final reading.

Q. Unfinished Business

1. April 9, 2024

209 - 210

R. New Business

1. Tecumseh Newsletter

Re: Director Technology & Client Services

S. Motions

1. Confirmatory By-Law 2024-035

211 - 212

Recommendation

Moved by _____

Seconded by _____

That By-Law 2024-035 being a by-law to confirm the proceedings of the Tuesday, April 9, 2024, 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

Tuesday April 23, 2024

4:30 pm Personnel Committee Meeting

5:30 pm Public Council Meeting - New Development Charges By-Law

7:00 pm Regular Council Meeting

V. **Adjournment**

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, April 9, 2024 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Tuesday, March 26, 2024
Time: 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

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

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Michelle Drouillard
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
Manager Planning Services & Local Economic Development, Chad Jeffery
Manager Facilities & Energy Management, Daniel Wolicki

A. Roll Call

B. Order

The Mayor calls the meeting to order at 7:29 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)(f)(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 relates to:

- c) discussions concerning a proposed or pending acquisition or disposition of land by the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- h) discussions concerning 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.

At this meeting,

- Council provided direction regarding proposed acquisitions of land and received information explicitly supplied in confidence to the municipality by Canada, a province or territory or a Crown agency
- Received an update and provided direction on next steps in a litigation 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, Huron/Wendat Peoples, and Caldwell First Nation. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

G. Disclosure of Pecuniary Interest

Councillor Rick Tonial declares a pecuniary interest on agenda item K.2.a as he is employed by the Community Support Centre.

H. Minutes

1. Regular Council Meeting - March 19, 2024
2. Special Council Meeting January 16, 2024
3. Special Council Meeting - January 17, 2024

Motion: RCM - 64/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That the March 19, 2024 minutes of the Regular Council Meeting and the minutes of the January 16, 2024 and January 17, 2024 Special Council Meetings, as were duplicated and delivered to the members, **be adopted**.

Carried

I. Supplementary Agenda Adoption

Motion: RCM - 65/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Brian Houston

That the supplementary items added to the Regular Meeting agenda regarding Reports CRS-2024-04 Amend Community and Recreation Services 2024 One (1) Year Capital works Plan Arena Restoration and CRS-2024-10 Four Year Capital Works Plan Update and the revised notice of motion, **be approved**.

Carried

J. Consent Agenda Items

As per the Procedural By-Law 2023-076, all items listed under the Consent Agenda will be voted on through one Consent Motion and that Motion shall be neither debatable or amendable.

1. **LCS-2024-07 Weston Park Storyboard**
2. **FS-2024-03 Statement of Remuneration and Expenses Paid in 2023**

Motion: RCM - 66/24

Moved by Councillor Rick Tonial
Seconded by Deputy Mayor Joe Bachetti

That Reports LCS-2024-07 Weston Park Storyboard and Report FS-2024-03 Statement of Remuneration and Expenses Paid in 2023 **be received and approved**.

Carried

K. Delegations

1. David Miekle

Re: Request for a review of Sign By-law to permit digital billboards

Mr. David Miekle of Signal Media, presents his PowerPoint presentation on digital billboards as appended on the agenda and requests that the Sign By-Law be reviewed to permit digital billboards in the Town. The Director Development Services presents the report as appended on the agenda.

- a. DS-2024-07 Sign By-Law Proposed Amendment to Permit a Digital Billboard

Motion: RCM - 67/24

Moved by Councillor Brian Houston
Seconded by Councillor James Dorner

That Report DS-2024-07, entitled “Proposed Amendment to Sign By-law to Permit Digital Billboard Signs in the Walker Road Corridor of Oldcastle”, **be received**;

And that Administration **be directed** to prepare a further Administrative Report including draft regulations and proposed changes to the Sign By-law in accordance with Report DS-2024-07 for consideration at a future meeting of Council.

Carried

2. Community Support Centre of Essex County

Re: Tracy Bailey, CEO; Kamal Mann, Manager of Community Supports and Gabrielle Parent, Program Coordinator

The CEO Tracy Bailey is joined by Kamal Mann, Manager of Community Supports, and Gabrielle Parent, Program Coordinator for the Community Support Centre (CSC) and presents the PowerPoint as appended on the agenda. The CSC will be offering senior active living programming starting in May through the Optimist Club Community Centre. The implementation plan is explained and the programming schedule is revealed. All information on programs will be available through the Town's website soon.

- a. CRS-2024-09 Senior Active Living Centre - Operating Agreement

Motion: RCM - 68/24

Moved by Councillor Alicia Higgison

Seconded by Councillor Tania Jobin

That Report CRS-2024-09 Senior Active Living Centre – Operating Agreement, **be received;**

And that the Senior Active Living Centre – Operations Contract Award for Community Support Centre of Essex **be approved** and that By-Law 2024-024 on the Operations Agreement **be considered** for first, second, third and final readings;

And further that By-Law 2024-025 regarding the Memorandum of Understanding with the Golden Age Club **be considered** for first, second, third and final readings.

Carried

L. Communications

1. For Information:

- a. Town of Essex dated March 20, 2024

Re: Rural and Small Urban Municipalities - Affordability of Water and Wastewater Systems

Motion: RCM - 69/24

Moved by Councillor Brian Houston

Seconded by Councillor James Dorner

That Communications - For Information item 1 as listed on the Tuesday, March 26, 2024 Regular Council Agenda, **be received.**

Carried

2. For Action:

There are no action items.

M. Update from County Council and Boards

Tecumseh Police Services Board

The Mayor advised that the final meeting of Tecumseh Police Services board will be held on Thursday, March 28, 2024. This meeting will acknowledge the PSB members for their service. The new Essex County OPP Detachment Board - North, which is comprised of the Towns of Tecumseh, Essex and the municipality of Lakeshore, will begin their meetings in April.

N. Committee Minutes

There are no Committee Minutes presented to Council.

O. Reports**1. Community & Recreation Services**

- a. CRS-2024-04 Amend Community and Recreation Services 2024 One (1) Year Capital Works Plan Arena Restoration

Supplementary Item

Motion: RCM - 70/24

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That Report CRS-2024-09 Amendment to the Community & Recreation Services 2024 One (1) Year Capital Works Plan – Arena Restoration, **be received**;

And that the reconfiguration of the Lobby Staircase and upgrades to the 2nd Level Program Room as part of the Arena Restoration capital project **be added** to the Community and Recreation Services 2024 One (1) Year Capital Works Plan;

And further that the Arena Restoration capital project budget **be increased** by \$600,000 to accommodate the additional facility elements as outlined in Report CRS-2024-09;

And furthermore, that the additional facility elements of the Arena Restoration capital project as outlined in Report CRS-2024-09 in the amount of \$600,000 including non-refundable HST, **be authorized and funded** from the Infrastructure Reserve.

And furthermore, that Council **endorses** the expected closure timelines of the Tecumseh Arena & Recreation Complex set out in Report CRS-2024-09 to facilitate the renovations.

Carried

- b. CRS-2024-08 Tender Award - Maidstone Recreation Centre New Outdoor Washroom Facility

Motion: RCM - 71/24

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That the tender of the Maidstone Recreation Centre New Outdoor Washroom Facility in the amount of \$514,000 (excluding HST) **be awarded** to Greenlight General Contracting Inc.;

And that the Mayor and Clerk **be authorized** to enter into an Agreement satisfactory in form to the Town solicitor for the construction of the New Outdoor Washroom Facility at the Maidstone Recreation Centre located at 10720 County Road 34 with Greenlight General Contracting Inc.

Carried

- c. CRS-2024-10 Four (4) Year Capital Works Plan Update
Supplementary Item

Motion: RCM - 72/24

Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That Report CRS-2024-10 Community & Recreation Services 2025-2028 Four (4) Year Capital Works Forecast, **be received**;

And that the Community & Recreation Services (CRS) Capital projects for 2025-2028, as summarized in Appendix A – F Report CRS-2024-10, **be approved** as follows;

- Appendix A Municipal Buildings 2024-2028 Five (5) Year Capital Works Plan
- Appendix B Town of Tecumseh 2024-2028 Park Development Capital
- Appendix C Town of Tecumseh 2024-2028 Reforestation Capital
- Appendix D Town of Tecumseh 2024-2028 Trails Capital
- Appendix E Arena 2024-2028 Five (5) Year Capital Works Plan
- Appendix F Pool 2024-2028 Five (5) Year Capital Works Plan.

Carried

2. Financial Services

- a. FS-2024-02 Payroll Human Resources Information System Process Review - Tender Award

Motion: RCM - 73/24

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That Report FS-2024-02 Payroll/Human Resource Information System Process Review – Tender Award, **be received**;

And that the tender for the Human Resource Information System (HRIS), Payroll, Time and Attendance software solution in the amount of \$245,000 including implementation and other first year costs, excluding HST, **be awarded** to Ceridian Canadian Limited Inc.;

And further that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's solicitor, with Ceridian Canadian Limited Inc.;

And further that funding for the software implementation and other first year costs **be accommodated** as follows:

- Technology and Client Services (TCS) Lifecycle Reserve \$150,000
- Tax Rate Stabilization Reserve \$95,000

Carried

3. **Public Works & Engineering Services**

- a. PWES-2024-17 Housing Enabling Water System Fund - Tecumseh Hamlet Trunk Water and Trunk Wastewater

Motion: RCM - 74/24

Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That Report PWES-2024-17 Housing-Enabling Water Systems Fund, Tecumseh Hamlet Northwest Trunk Water & Wastewater Infrastructure Project, **be received**;

And that Administration **be authorized** to submit an application to the provincial government for funding under the Housing Enabling Water Systems Fund for a future commitment to the Tecumseh Hamlet Trunk Water & Trunk Wastewater project;

And further that the Director Financial Services & Chief Financial Officer and the Director Public Works & Engineering Services **be authorized** to sign any required documents necessary to complete the application and the subsequent documentation for the Housing Enabling Water Systems Fund.

Carried

P. **By-Laws**

1. **By-Law 2024-023 Weston Storyboard**

Being a By-Law to authorize the execution of a Storyboard Agreement with the Corporation of the Town of Tecumseh and the Sandwich South Historical Society

2. By-Law 2024-024 Community Support Centre Agreement for Senior Active Living Centre

Being a By-Law to authorize the execution of an Operating Agreement with The Corporation of the Town of Tecumseh and the Community Support Centre of Essex for the Tecumseh Senior Active Living Centre

3. By-Law 2024-025 Golden Age Club User Agreement

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

4. By-Law 2024-026 Repeal By-Law 2023-014

Being a by-law to repeal By-Law 2023-014 being a by-law to appoint members to the Tecumseh Police Services Board

Motion: RCM - 75/24

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-Law 2024-023 being a By-Law to authorize the execution of a Storyboard Agreement with the Corporation of the Town of Tecumseh and the Sandwich South Historical Society;

That By-Law 2024-024 being a By-Law to authorize the execution of an Operating Agreement with The Corporation of the Town of Tecumseh and the Community Support Centre of Essex for the Tecumseh Senior Active Living Centre;

That By-Law 2024-025 being a by-law to authorize the execution of a User Agreement with The Corporation of the Town of Tecumseh and the Golden Age Club;

That By-Law 2024-026 being a by-law to repeal By-Law 2023-014 being a by-law to appoint members to the Tecumseh Police Services Board.

Be given first and second reading.

Carried

Motion: RCM - 76/24

Moved by Councillor James Dorner
Seconded by Councillor Rick Tonial

That By-Law 2024-023 being a By-Law to authorize the execution of a Storyboard Agreement with the Corporation of the Town of Tecumseh and the Sandwich South Historical Society;

That By-Law 2024-024 being a By-Law to authorize the execution of an Operating Agreement with The Corporation of the Town of Tecumseh and

the Community Support Centre of Essex for the Tecumseh Senior Active Living Centre;

That By-Law 2024-025 being a by-law to authorize the execution of a User Agreement with The Corporation of the Town of Tecumseh and the Golden Age Club;

That By-Law 2024-026 being a by-law to repeal By-Law 2023-014 being a by-law to appoint members to the Tecumseh Police Services Board.

Be given third and final reading.

Carried

Q. Unfinished Business

1. March 26, 2024

The Members receive the Unfinished Business listing for Tuesday, March 26, 2024.

R. New Business

There is no new business items presented to Council.

S. Motions

1. Confirmatory By-Law 2024-027

Motion: RCM - 77/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Brian Houston

That By-Law 2024-027 being a by-law to confirm the proceedings of the Tuesday, March 26, 2024, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

T. Notices of Motion

1. Federal Housing Accelerator Fund

This notice of motion was brought forward by Deputy Mayor Joe Bachetti and deferred to the March 26, 2024. Council moved forward with this motion for consideration and approval.

Motion: RCM - 78/24

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

Whereas Initiative 1 under the Agreement is consideration of allowing four housing units as-of-right as part of all low density residential districts;

And Whereas and notwithstanding that four housing units as-of-right cannot happen without Official Plan and Zoning By-law amendment processes that require public consultation, Council, prior to statutory public meetings under the Planning Act, should have a more fulsome opportunity through Public Information Centres to publicly discuss and seek clarification on behalf of its residents regarding the issue of four housing units as-of-right in the Town of Tecumseh.

Now Therefore Be It Hereby Resolved:

That Council hold special public information centres in advance of any statutory public meetings under the Planning Act for the purposes of providing the opportunity to publicly discuss and receive public feedback and further information or clarification regarding the issue of allowing four housing units as-of- right in the Town of Tecumseh.

Carried

U. Next Meeting

Tuesday April 9, 2024

6:00 pm Public Council Meeting - Zoning By-law Amendment - 259 Kensington

7:00 pm Regular Council Meeting

V. Adjournment

Motion: RCM - 79/24

Moved by Councillor Rick Toniai

Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, March 26, 2024 meeting of the Regular Council **be adjourned** at 9:22 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



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: April 9, 2024

Report Number: CRS-2024-11

Subject: Indigenous Education Consulting Agreement

Recommendations

It is recommended:

That CRS-2024-11 Indigenous Education Consulting Agreement **be received**;

And that By-Law 2024-033 regarding the consulting agreement for Indigenous Education consulting **be considered** for first, second, third and final readings.

Background

In 2022, the Town engaged the services of the Tecumtha Ogitchada Society, direct descendants of Chief Tecumseh, to inform the activities commemorating the 100th Anniversary of the Town of Tecumseh.

Also in 2022, Council approved [CRS-2022-17](#) Parks Five (5) Year Capital Works Plan to commission a commemorative sculpture of Chief Tecumseh for Lakewood Park North. The Town worked again with the Tecumtha Ogitchada Society to ensure accuracy for that project.

At the Special Council Meeting on January 16, 2024, Council received the presentation '2024 Proposed Business Plan and Budget' which included the Community and Recreation Services Department Operating Budget as part of the deliberations. The budget was passed by Motion: [RCM-15/24](#) Bylaw 2024-003.

Within the CRS Operating Budget, an item was identified as follows:

Cultural Other: Increase of \$60,000 to support the pilot program for Indigenous Relations and Education, fully off-set by “Transfer from Reserve” on a one-time basis for 2024 and built into base budget for 2025 pending outcome of the program.

Comments

Administration has been working with the Tecumtha Ogitchada Society, specifically Patricia Shawnoo, a direct descendant of Chief Tecumseh, and Dr. Jerry Fontaine, Director and Board Member of the Tecumtha Ogitchada Society, to develop an Indigenous Education program for Members of Council, Town staff and the community.

The resulting program is entitled “di-bayn-di-zi-win: An Ojibway-Anishinabe Pedagogy.”

This one-year Indigenous Education Consulting Agreement between the Town and the Tecumtha Ogitchada Society will provide education through events and training to teach Ojibway-Anishinabe i-zhi-gay-win-zhigo-dah-so-win (ways of doing and knowing) such as: distinct worldview, values, ceremonial practices, language and history of both the First Peoples and the natural environment in our community.

As described in Schedule A of the attached Consulting Agreement, the Tecumtha Ogitchada Society will undertake a research project on the Indigenous history of the region and provide three workshops for Council and Administration regarding worldview, belief system and ceremonial practices and protocols.

The Tecumtha Ogitchada Society will also participate in six community events/days of significance:

May 5	Murdered and Missing Indigenous Women and Girls Day of Mourning
June 21	National Indigenous People’s Day
July 1	Canada Day
Sept 30	Orange Shirt Day
October 5	Tecumseh Memorial Day
November 8	Indigenous Veterans Day

The engagement of the Tecumtha Ogitchada Society is supported by Caldwell First Nation and the Can-Am Indian Friendship Centre, both of whom will also be invited to participate in the program by the Tecumtha Ogitchada Society.

Consultations

Chief Administrative Officer
Tecumtha Ogitchada Society
Caldwell First Nation
Can-Am Indian Friendship Centre

Financial Implications

The amount of the Indigenous Education Consulting Agreement with the Tecumtha Ogitchada Society will be \$50,000. The funding source is CRS Cultural Other \$60,000. The remaining balance of \$10,000 within Cultural Other will be used to support the purchase of ceremonial items to comply with Indigenous protocol (such as blankets and/or tobacco) and/or to support the purchase of any other materials or supplies required to deliver the overall program.

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: April 9, 2024

Report Number: DS-2024-08

Subject: Expanding Housing Choices and Improving Affordability
Tecumseh Housing Accelerator Fund
Next Steps
OUR FILE: L11 FED

Recommendations

It is recommended:

That Report DS-2024-08, entitled “Expanding Housing Choices and Improving Affordability - Tecumseh Housing Accelerator Fund: Next Steps,” **be received**.

Background

Tecumseh Housing Action Plan

On August 8, 2023, by way of Report [DS-2023-15](#), Council adopted the Tecumseh Housing Action Plan (“Tecumseh HAP”). The Tecumseh HAP was prepared with input from Council, Town Staff, and community stakeholders. It includes housing goals, initiatives and targets that are intended to:

- accelerate and increase the supply of new housing in Tecumseh;
- expand housing options; and

- improve housing affordability for residents and their families, and for new households that want to move to this growing community.

The Town's Strategic Plan for 2023-2026 ("Strategic Plan") establishes a strategic priority to "achieve prosperity and a livable community through sustainable growth." More specifically, the Strategic Plan prioritizes the need to "increase the population of Tecumseh through new housing supply."

The goals and initiatives as set out in the Tecumseh HAP build on the foundation that has been established by Council as part of the Strategic Plan.

The goals of the Tecumseh HAP are to:

- increase the Town's housing supply and to accelerate new home construction to meet a growing demand for housing;
- improve housing affordability for Tecumseh residents, for both rental and home-ownership housing;
- diversify the Town's existing housing stock;
- streamline municipal approvals of new housing; and
- engage, collaborate and educate the public on the intent of the HAP.

CMHC Approved Housing Accelerator Funding

The Tecumseh HAP was submitted to Canada Mortgage and Housing Corporation ("CMHC") in August 2023 as part of the Town's Housing Accelerator Fund (HAF) Application. On February 12, 2024 the Town received notification from CMHC that the Town's application had been approved, subject to adjustments as set out in [Report DS-2024-05](#). With Council's adoption of Report DS-2024-05 at the February 13, 2024, Regular Council Meeting, authorization was provided for the execution of the HAF Contribution Agreement ("HAF Agreement") with CMHC. Final execution of the HAF Agreement makes the Town eligible for funding in the amount of \$4.38M, as more specifically discussed in the Financial Implications section of this Report.

The HAF Agreement provides funding to support the implementation of nine initiatives (see Attachment 1) over the next three years. Collectively, these initiatives are intended to accelerate the delivery of much needed new housing in Tecumseh, and to contribute to positive long-term changes that will broaden housing choices and improve affordability in both the rental and ownership market.

Collaboration with community stakeholders, the public at large, the local homebuilding industry, non-profit housing providers, and senior levels of government will be key to achieving Council's stated goals.

Funding from the HAF program will be used to undertake these important housing initiatives and to assist with the construction of one or more priority infrastructure projects as referenced in Subsection 2.8 of the Town's HAP.

Town Consultant

The Town has retained Larry Silani of MillerSilani Inc. to provide project management and to oversee the successful completion of the nine initiatives, and to assist Council and Town Administration in meeting the housing goals and targets as established in the HAF Agreement. Mr. Silani, who assisted in the preparation of this Report, will attend the April 9, 2024, Council meeting.

Community consultation and stakeholder engagement will be integral components of the work plans being developed by Mr. Silani and Town Administration for these initiatives. This will include in-person and virtual workshops, open houses, and on-line engagement to solicit meaningful input from Tecumseh residents, landowners, housing providers, and community stakeholder groups.

Comments and Next Steps

The current focus is the preparation of work plans for all nine initiatives in keeping with milestones that have been established in the HAF Agreement. Key tasks are being incorporated as part of these work plans to ensure that relevant background information is made available and presented to the community and to stakeholder groups as part of the planned consultation/engagement being undertaken by the Town.

Community consultation and stakeholder engagement is especially important early-on in the various processes to be undertaken over the next three years, as information and best practices are being collected, reviewed, and analyzed from municipalities located throughout Ontario and across the country.

The work plans and consultation processes that are currently in their development stages are intended to be comprehensive in nature and broader in scope than the notification/statutory public meeting processes as set out in the *Planning Act* for Official Plan and Zoning By-Law Amendments. At this time, specific emphasis is being placed on work plans for Initiatives 1 to 4 (see Attachment 1), as the HAF Agreement establishes these are to be completed before the end of the first quarter of 2025.

Council will be provided with status updates as work on various initiatives is being undertaken, and as key deliverables and project timelines are being reached over the coming months.

The first status update report will be provided to Council at the beginning of June of this year, with more detailed information regarding the intended initial round of community and stakeholder consultation to be undertaken for various HAF initiatives. Dates when Council can expect the first set of background studies/reports to be prepared and submitted for each of the nine HAF initiatives will also be included as part of this initial status update report.

In addition, HAF related reports, studies, presentations, and notices will be posted on the Town's website and through the Town's social media channels to ensure that Tecumseh residents, landowners, and interested community stakeholders are kept informed throughout all phases of the HAF implementation program. PlaceSpeak (the Town's public consultation website) will be used to further enhance stakeholder engagement.

Over the course of the coming months, some of the required work will be carried out by consultants retained by the Town, while other tasks will be completed by Town Staff. Costs incurred by the Town for work undertaken to implement the nine initiatives, either by consultants or Town Staff, will be funded from the HAF.

In addition, regular meetings will be held with the Town's CMHC staff representative to review the progress that is being made towards meeting the Town's 3-Year Housing Target and completing the approved HAF initiatives.

Consultations

CMHC
MillerSilani Inc.

Financial Implications

The Town's HAF application was approved and is providing \$4,383,110 in funding, approximately \$1,184,000 of which is to be used for the implementation of the Town's nine initiatives, including \$738,000 to offset the waiving of Development Charges and Building Permits and the purchase of software for e-processing of planning applications. The balance of the HAF funds, being approximately \$3,199,100, will be used for capital projects that support the accelerated provision of housing over the next three years.

The Council-approved 2024 Planning Services budget included line items that incorporate HAF funding to fund the costs being incurred by the Town to complete these initiatives.

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 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:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

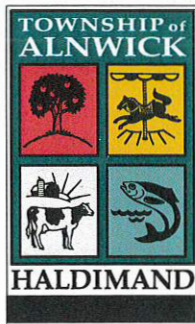
Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Approved Housing Action Plan Initiatives

Attachment 1, DS-2024-08

Approved Housing Action Plan Initiatives

Initiative	Initiative's Purpose
1.	Pre-zoning lands to allow up to four housing units as-of-right as part of all low density residential districts.
2.	Pre-zoning lands within the Town's Main Street Community Improvement Plan Area to allow "missing middle" housing forms and Mid-Rise Apartments.
3.	Implementing land use changes permitting residential intensification and mixed-use development/redevelopment in the Manning Road Commercial District.
4.	Implementing revised parking requirements such as reduced or eliminated parking spaces for new developments.
5.	Implementing incentives (reduced DC and other fees) and a Property Tax Equivalent Tax Program for new rental/affordable housing in the Main Street CIP Area.
6.	Preparing a user-friendly information kit on how to add an ARU, provide illustrative design guides, outline stream-lined permit process.
7.	Eliminating building permit fees for ARUs for a 3-year period.
8.	Implementing a new e-processing system for all planning-related applications.
9.	Creating a new Housing Advisory Panel to advise Council on housing-related matters.



March 27, 2024

Tammy J. Godden, Clerk (Clerks@stcharlesontario.ca)
The Municipality of St. Charles
2 King Street East, P.O. Box 70
St. Charles, ON P0M 2W0

Dear Ms. Godden:

RE: Support of Resolution – Municipalities Retaining Surplus Proceeds from Tax Sales

This is to advise that the Council of the Corporation of the Township of Alnwick/Haldimand at their Regular Council Meeting on September 5th, 2023, passed the following resolution supporting the Municipality of St. Charles Resolution and the Town of Essex in the reinstatement of previous legislation that permitted municipalities to apply for and retain surplus proceeds from tax sales in their jurisdictions:


Moved by Councillor Greg Booth, seconded by Councillor Mike Ainsworth;

"Be it resolved that Council support the correspondence from the Municipality of St. Charles regarding retention of surplus proceeds from tax sales; and

Further that Council direct staff to forward a copy of this resolution to the County of Northumberland and all Ontario municipalities."

CARRIED

Yours truly,


Yolanda Melburn, Deputy Clerk
Township of Alnwick/Haldimand
905-349-2822 ext. 32
ymelburn@ahtwp.ca
Encl.

**The Corporation of the Municipality of St. Charles
RESOLUTION PAGE**



Regular Meeting of Council

Agenda Number: 10.3.

Resolution Number 2023-151

Title: Resolution Stemming from May 17, 2023 Regular Meeting of Council (Item 9.1 - Correspondence #9 and 15) and from the June 21, 2023 Regular Meeting Council (Item 9.1 - Correspondence #19)

Date: July 19, 2023

Moved by: Councillor Loftus

Seconded by: Councillor Lachance

WHEREAS prior to being repealed by the Modernizing Ontario's Municipal Legislation Act, 2017, Section 380(6) of the Municipal Act, 2001, allowed for a municipality to retain surplus proceeds from tax sales within their jurisdiction;

AND WHEREAS the current Public Tax Sale process is a burdensome process to a municipality that invests a considerable amount of time and money recovering these proceeds for the potential sole benefit of the Crown in Right of Ontario;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles supports the Corporation of the Town of Essex in the reinstatement of previous legislation that permitted municipalities to apply for and retain surplus proceeds from tax sales in their jurisdictions;

AND BE IT FURTHER RESOLVED THAT this Resolution be circulated to the Ministry of Municipal Affairs and Housing (MMAH); the Ministry of Finance (MOF); the Ontario Municipal Tax & Revenue Association (OMTRA); the Association of Municipalities of Ontario (AMO), the local Member of Provincial Parliament (MPP); and, all Ontario Municipalities.

CARRIED


MAYOR



March 28, 2024

Larry Brock, MP Brant
108 St. George Street, Suite #3
Brantford, ON N3R 1V6

Sent via email: larry.brock@parl.gc.ca

Will Bouma, MPP
96 Nelson Street
Suite 101
Brantford, ON N3T 2X1

Sent via email: will.bouma@pc.ola.org

To whom it may concern:

Please be advised that Brantford City Council at its meeting held March 26, 2024 adopted the following:

12.6.13 Home Heating Sustainability

WHEREAS home heating energy costs is a major and onerous burden for Seniors and those with limited or fixed incomes; and

WHEREAS the cost of natural gas to heat homes continues to climb due to many factors such as inaccurate meter readings, inflation, delivery and customer charges, carbon tax, among others, causing financial strain for many citizens; and

WHEREAS 3.8 million households in Ontario currently use natural gas for home heating, representing about 70 per cent of Ontario households; and

WHEREAS the carbon tax charged on heating bills is highly dependent on the amount of natural gas used and accounts for 20-25% of the utility bill; and

WHEREAS Canadians have no choice but to heat their homes throughout the winter; and

WHEREAS no citizen should have to choose between putting food on the table or heating their homes; and

WHEREAS the carbon tax is increasing as of April 1, 2024 to \$0.15 per cubic meter for natural gas, and the carbon tax rebate for homeowners is also increasing; and

WHEREAS Ontario homeowners can now expect to receive \$1,120 annually for the rebate on average and the rebate will be renamed to the Canada Carbon Rebate; and

WHEREAS starting on January 1, 2024, both SaskEnergy and SaskPower removed the federal carbon tax from home heating, resulting in savings for approximately 98 per cent of Saskatchewan families by exempting them from carbon tax on home heating oil; and

WHEREAS the Canadian government has implemented new measures to help Atlantic Canadians lower their energy bills by making the average heat pump free to help low- to median-income Canadians switch to cleaner fuel and incentivizing the switch to heat pumps with \$250 upfront payments; and

WHEREAS the Canadian and Ontario governments have discontinued grant and rebate programs for Ontarians to retrofit their homes to be energy efficient such as Ontario's green home-retrofit rebate program, the ecoENERGY home retrofit program, and the Canada Greener Homes Grant, making it difficult for homeowners to reduce their reliance on natural gas.

NOW THEREFORE BE IT RESOLVED:

- A. THAT the Federal Government exclude home heating from the federal carbon tax to reduce the burden on citizens, as has been done in Saskatchewan; and
- B. THAT the Federal and Provincial Governments reinstate home energy retrofit rebate and grant programs to help Brantford residents retrofit their homes to be more energy efficient and provide barrier-free options for switching to less carbon-intensive fuel sources to lower their utility bills and avoid the carbon tax; and
- C. THAT the Clerk BE DIRECTED to forward a copy of this resolution to The Federal Minister of the Environment and Climate Change, The Honourable Steven Guilbeault, The Provincial Minister of Environment, Conservation and Parks, The Honourable Andrea Khanjin, The City of Brantford Member of Parliament, The Honourable Larry Brock, The City of Brantford Member of Provincial Parliament, The Honourable Will Bouma, and to each municipality in Ontario; and
- D. THAT the Mayor of the City of Brantford request that this resolution be added as an agenda item for consideration by the Ontario Big City's Mayor Caucus.

I trust this information is of assistance.

Yours truly,



Chris Gauthier
City Clerk, cgauthier@brantford.ca

cc Federal Minister of the Environment and Climate Change, Honourable Steven Guilbeault
Provincial Minister of Environment, Conservation and Parks, Honourable Andrea Khanjin
All Ontario Municipalities

**GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
BY-LAW NO. 41 (April 2024)**

**Being a By-law for the imposition of
Education Development Charges, for the County of Essex and Township of Pelee**

WHEREAS section 257.54 (1) of the *Education Act* provides that a district school board may pass by-laws for the imposition of education development charges against land in its area of jurisdiction undergoing residential development if there is residential development in the area of jurisdiction of the district school board that would increase education land costs and the residential development requires one or more of the actions identified in section 257.54(2) of the *Education Act*;

AND WHEREAS on March 26, 2024, the Minister of Education approved the Board's estimates which are prescribed under Section 10, paragraph 1 of Ontario Regulation 20/98;

AND WHEREAS at the time of the expiry of By-law No. 35 (April 2019-E) the balance in the education development charge account will be less than the amount required to pay outstanding commitments to meet growth-related net education land costs, as calculated for the purposes of determining the education development charges imposed under that by-law;

AND WHEREAS the Greater Essex County District School Board has provided notice of public meetings in accordance with section 257.60(2) and 257.63 of the *Education Act*;

AND WHEREAS the Greater Essex County District School Board has conducted a review of its education development charge policies and held a public meeting on March 19, 2024 in accordance with section 257.60(2) of the *Education Act*;

AND WHEREAS the Greater Essex County District School Board has made available to the public the education development charge background study and the proposed by-law in accordance with section 257.63(1)(c) of the *Education Act* and held a public meeting on March 19, 2024, on the proposed education development charges by-law in accordance with section 257.63(1)(a) of the *Education Act*;

AND WHEREAS the Greater Essex County District School Board has given a copy of the education development charge background study to the Minister of Education and to each school board having jurisdiction within the area to which this by-law applies in accordance with paragraph 3 of section 10 of Ontario Regulation 20/98 of the *Education Act*;

AND WHEREAS the Greater Essex County District School Board has permitted any person who attended the public meetings to make representations in respect of the

proposed education development charges by-law in accordance with section 257.63(2) of the *Education Act*;

AND WHEREAS the Greater Essex County District School Board has determined in accordance with section 257.63(3) of the *Education Act* that an additional public meeting is not necessary in respect of this by-law;

NOW THEREFORE THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD HEREBY ENACTS AS FOLLOWS:

PART I

APPLICATION

Defined Terms

1. In this by-law,
 - (a) “Act” means the *Education Act*, R.S.O. 1990, Chapter E.2, as amended, or a successor statute;
 - (b) “agricultural use” means agricultural use as defined within the Provincial Policy Statement issued in accordance with section 3 of the *Planning Act*, R.S.O. Chapter P.13, as amended;
 - (c) “Board” means the Greater Essex County District School Board;
 - (d) “building permit” means a building permit as defined within section 257.53(1) of the Act;
 - (e) “development” includes redevelopment;
 - (f) “dwelling unit” means a room or suite of rooms used, or designed or intended for use by one person or persons living together, in which culinary and sanitary facilities are provided for the exclusive use of such person or persons, and shall include, but is not limited to, a dwelling unit or units in an apartment, group home, mobile home, duplex, triplex, semi-detached dwelling, single detached dwelling, stacked townhouse and townhouse;
 - (g) “education development charge” means education development charge as defined within section 257.53(1) of the Act;
 - (h) “education development charge account” means education development charge account as defined within section 257.53(1) of the Act;

- (i) “education land costs” means education land cost as defined within section 257.53(1) of the Act;
- (j) “local board” means a local board as defined in the *Municipal Affairs Act*, R.S.O. 1990, Chapter M.46, as amended, other than a board defined in section 257.53(1) of the Act;
- (k) “mixed-use” means land, buildings or structures designed, occupied or intended to be occupied, containing residential use and at least one other non-residential use;
- (l) “Municipality” means:
 - (i) The Corporation of the Municipality of Leamington;
 - (ii) The Corporation of the Town of Amherstburg;
 - (iii) The Corporation of the Town of Essex;
 - (iv) The Corporation of the Town of Kingsville;
 - (v) The Corporation of the Town of Lakeshore;
 - (vi) The Corporation of the Town of LaSalle;
 - (vii) The Corporation of the Town of Tecumseh; and
 - (viii) The Corporation of the Township of Pelee.
- (m) “non-residential use” means lands, buildings or structures or portions thereof used, or designed or intended for use for other than residential use, and includes, but is not limited to, agricultural, commercial, industrial or institutional use;
- (n) “owner” means owner as defined within section 257.53(1) of the Act;
- (o) “pupil accommodation” means pupil accommodation as defined within section 257.53(1) of the Act;
- (p) “*Planning Act*” means the *Planning Act*, R.S.O. 1990, Chapter P.13, as amended;
- (q) “Regulation” means Ontario Regulation 20/98: Education Development Charges – General, as amended, under the Act;
- (r) “residential development” means lands, buildings or structures designed, occupied or intended to be occupied for residential use.
- (s) “residential use” means lands, buildings or structures designed, occupied or intended to be occupied as a dwelling unit(s), and shall include a residential use accessory to a non-residential use and the residential use component of a mixed-use or of an agricultural use;

2. In this by-law,

- (a) where reference is made to a statute or a section of a statute such reference is deemed to be a reference to any successor statute or section;
- (b) Where required by the context of this by-law, words in the singular include the plural and vice-versa.

Lands Affected

- 3. (1) Subject to subsections 3(2) to 3(5), this by-law applies to all lands in the geographic area of the Municipality.
- (2) This by-law shall not apply to lands that are owned by and are used for the purposes of:
 - (i) a municipality or a local board thereof;
 - (ii) a board as defined in section 257.53(1) of the Act;
 - (iii) a public hospital receiving aid under the *Public Hospitals Act*, R.S.O. 1990, c. P.40;
- (3) Subject to subsection 3(4), an owner shall be exempt from education development charges if a development on its lands would construct, erect, or place a building or structure, or make an addition or alteration to a building or structure for one of the following purposes:
 - (i) a private school;
 - (ii) a long-term care home, as defined in the *Fixing Long-Term Care Act, 2021*;
 - (iii) a retirement home, as defined in the *Retirement Homes Act, 2010*;
 - (iv) a hospice or other facility that provides palliative care services;
 - (v) a child care centre, as defined in the *Child Care and Early Years Act, 2014*;
 - (vi) a memorial home, clubhouse or athletic grounds owned by the Royal Canadian Legion.
- (4) If only a portion of a building or structure, or an addition or alteration to a building or structure, referred to in subsection 3(3) will be used for a purpose identified in that subsection, only that portion of the building, structure, addition or alteration is exempt from an education development charge.

- (5) An owner shall be exempt from education development charges if the owner is,
- (i) a college of applied arts and technology established under the *Ontario Colleges of Applied Arts and Technology Act, 2002*;
 - (ii) a university that receives regular and ongoing operating funds from the Government of Ontario for the purposes of post-secondary education;
 - (iii) an Indigenous Institute prescribed for the purposes of section 6 of the *Indigenous Institutes Act, 2017*.

Approvals for Development

4. (1) In accordance with section 257.54(2) of the Act, Education development charges shall be imposed against all lands, buildings or structures undergoing residential development if the development requires one or more of the following:
- (a) the passing of a zoning by-law or of an amendment thereto under section 34 of the *Planning Act*;
 - (b) the approval of a minor variance under section 45 of the *Planning Act*;
 - (c) a conveyance of land to which a by-law passed under subsection 50(7) of the *Planning Act* applies;
 - (d) the approval of a plan of subdivision under section 51 of the *Planning Act*;
 - (e) a consent under section 53 of the *Planning Act*;
 - (f) the approval of a description under section 9 of the *Condominium Act, 1998*, S.O. 1998, Chapter 19; or
 - (g) the issuing of a permit under the *Building Code Act, 1992*, S.O. 1992, Chapter 23, as amended, in relation to a building or structure.
- (2) In respect of a particular development an education development charge will be collected once, but this does not prevent the application of this by-law to future development on the same property.
5. The Board has determined that the residential development of land to which this by-law applies increases education land costs.

Categories of Development and Uses of Land Subject to Education Development Charges

6. Subject to the provisions of this by-law, education development charges shall be imposed upon all categories of residential development.
7. Subject to the provisions of this by-law, education development charges shall be imposed upon all residential uses of land, buildings or structures.

PART II

EDUCATION DEVELOPMENT CHARGES

Residential Education Development Charges

8. Subject to the provisions of this by-law, an education development charge of \$1,230.00 per dwelling unit shall be imposed upon the designated categories of residential development and the designated residential uses of land, buildings or structures, including a dwelling unit accessory to a non-residential use, and, in the case of a mixed-use building or structure, upon the dwelling units in the mixed-use building or structure.

Exemptions from Residential Education Development Charges

9. (1) In this section,
 - (i) “gross floor area” means the total floor area, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of all floors above the average level of finished ground adjoining the building at its exterior walls;
 - (ii) “other residential building” means a residential building not in another class of residential building described in this section;
 - (iii) “semi-detached or row dwelling” means a residential building consisting of one dwelling unit having one or two vertical walls, but no other parts, attached to another structure;
 - (iv) “single detached dwelling” means a residential building consisting of one dwelling unit that is not attached to another building.
- (2) Subject to sections 9(3) and (4), education development charges shall not be imposed with respect to,

- (i) the enlargement of an existing dwelling unit that does not create an additional dwelling unit;
 - (ii) the creation of one or two additional dwelling units in an existing single detached dwelling; or
 - (iii) the creation of one additional dwelling unit in an existing semi-detached dwelling, an existing row dwelling, or any other residential building.
- (3) Notwithstanding section 9(2)(ii), education development charges shall be imposed in accordance with section 8 if the total gross floor area of the additional unit or two additional dwelling units exceeds the gross floor area of the existing single detached dwelling.
- (4) Notwithstanding section 9(2)(iii), education development charges shall be imposed in accordance with section 8 if the additional dwelling unit has a gross floor area greater than,
 - (i) in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; or
 - (ii) in the case of any other residential building, the gross floor area of the smallest dwelling unit already contained in the residential building.
- (5) For the purposes of this section 9, an “additional dwelling unit” means a dwelling unit for which the application for the building permit, for such additional dwelling unit is submitted no sooner than twelve months after the earliest of the dates on which any of the following events occurs:
 - (i) the issuance of a occupancy permit in accordance with Ontario Regulation 332/12: Building Code, as amended, under the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended, for the dwelling unit already in the building;
 - (ii) if no occupancy permit is issued in accordance with Ontario Regulation 332/12: Building Code, as amended, under the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended, by the Municipality, the occupancy of the dwelling unit already in the building, as established by proper evidence of such occupancy; or,
 - (iii) the delivery of the certificate of completion, pursuant to subsection 13(3) of the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, Chapter O.31, for the dwelling unit already in the building.

10. (1) Education development charges under section 8 shall not be imposed with respect to the replacement, on the same site, of a dwelling unit that was destroyed by fire, demolition or otherwise, or that was so damaged by fire, demolition or otherwise as to render it uninhabitable.
- (2) Notwithstanding section 10(1), education development charges shall be imposed in accordance with section 8 if the building permit for the replacement dwelling unit is issued by the Municipality more than 2 years after,
- (i) the date the former dwelling unit was destroyed or became uninhabitable; or
 - (ii) if the former dwelling unit was demolished pursuant to a building permit issued before the former dwelling unit was destroyed or became uninhabitable, the date the building permit was issued by the Municipality.
- (3) Notwithstanding section 10(1), education development charges shall be imposed in accordance with section 8 against any dwelling unit or units on the same site in addition to the dwelling unit or units being replaced. The onus is on the applicant to produce evidence to the satisfaction of the Board, acting reasonably, to establish the number of dwelling units being replaced.

PART III

ADMINISTRATION

Payment of Education Development Charges

11. Education development charges are payable in full to the Municipality in which development takes place on the date a building permit is issued by the Municipality in relation to a building or structure on land to which this education development charge by-law applies.
12. The treasurer of the Board shall establish and maintain an educational development charge account in accordance with the Act, the Regulation and this by-law.

Payment by Services

13. Notwithstanding the payments required under section 11, and subject to section 257.84 of the Act, the Board may, by agreement, permit an owner to provide land for pupil accommodation in lieu of the payment of all or a part of the education development charges.

Collection of Unpaid Education Development Charges

14. Section 349 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, applies with necessary modifications with respect to an education development charge or any part of it that remains unpaid after it is payable.

Date By-law In Force

15. This by-law shall come into force on April 7, 2024.

Date By-law Expires

16. This by-law shall expire five years after the date it comes into force under section 15, unless it is repealed at an earlier date.

Repeal

17. The Greater Essex County District School Board Education Development Charges By-law No. 35 is repealed on the day this by-law comes into force.

Severability

18. In the event any provision, or part thereof, of this by-law is found by a court of competent jurisdiction to be *ultra vires*, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all other provisions of this by-law shall remain in full force and effect.

Interpretation

19. Nothing in this by-law shall be construed so as to commit or require the Board to authorize or proceed with any capital project at any time.

Short Title

20. This by-law may be cited as the Greater Essex County District School Board No. 41 (April, 2024 – E), Education Development Charges By-Law, for the County of Essex and the Township of Pelee.

ENACTED AND PASSED this 2nd day of April, 2024.



Gale Hatfield
Chairperson of the Board



Vicki Houston
Director of Education/Secretary

I hereby certify that the foregoing is a true copy of By-law No. XXX (April 2024 – E), as enacted by the Board of Trustees of the Greater Essex County District School Board on this 2nd day of April, 2024.

Dated at the City of Windsor, this 2nd day of April, 2024.



Vicki Houston
Director of Education/ Secretary of the Board

NOTICE OF THE PASSING OF EDUCATION DEVELOPMENT CHARGES
BY-LAWS BY THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

TAKE NOTICE that the Greater Essex County District School Board passed Education Development Charges By-law No. 41 on the 2nd day of April, 2024, under Section 257.54 of the *Education Act* which applies to the residential development of land in the County of Essex and the Township of Pelee.

AND TAKE NOTICE that any person or organization may appeal the By-law to the Ontario Land Tribunal under Section 257.65 of the Act by filing with the Secretary of the Greater Essex County District School Board on or before the 13th day of May, 2024, a notice of appeal setting out the objection to the By-law and the reasons supporting the objection together with the required fee payable to the Ministry of Finance in respect of the appeal.

By-law No. 41 comes into force on April 7, 2024 and has a term of five years.

By-law No. 41 imposes an education development charge of \$1,230.00 per dwelling unit.

Subject to limited exemptions, education development charges are imposed on all residential development of lands in the County of Essex and the Township of Pelee. Accordingly, a key map showing the location of the lands subject to the By-law is not provided as part of this notice.

Copies of the complete By-law is available for examination in the offices of the Board located at 451 Park Street West, Windsor, Ontario, N9A 6K1, during regular office hours or on the Board's website at www.publicboard.ca.

Notice of a proposed by-law amending the education development charges by-law or the passage of such an amending by-law is not required to be given to any person or organization, other than to certain clerks of municipalities or secretaries of school boards, unless the person or organization gives the secretary of the Board a written request for notice of any amendments to the education development charges by-law and has provided a return address.

Dated at the City of Windsor this 3rd day of April, 2024

Vicki Houston
Director of Education and Secretary to the Board

Tecumseh Accessibility Advisory Committee

Minutes

Date: Friday, March 22, 2024
Time: 1:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:
Chair, Alicia Higgison
Member Patrick Strong
Member Ron Matysek
Member Tracey Crow
Member, Melissa Bloomfield

Absent:
Member Ron Doherty

Also Present:
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Director Community & Recreation Services, Beth Gignac
Manager Facilities & Energy Management, Daniel Wolicki

A. Roll Call

B. Call to Order

The Chair calls the meeting to order at 1:00 pm.

C. Land Acknowledgement

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

D. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member of the Committee.

E. Delegations

There are no delegations presented to the Committee.

F. Communications

1. April 4, 2023 and October 23, 2023 Minutes

Motion: TAAC - 01/24

Moved By Member Ron Matysek

Seconded By Member Patrick Strong

That the April 4, 2023 and October 23, 2023 minutes of the Tecumseh Accessibility Advisory Committee as were duplicated and delivered to the members, **be adopted**.

Carried

G. Reports

There are no reports presented to the Committee.

H. Unfinished Business

There are no unfinished business items presented to the Members.

I. New Business

1. Wellness Campus

Re: Director Community and Recreation Services - Verbal Report

The Director Community & Recreation Services provides a verbal report on the Wellness Campus with the focus on general health and wellness supports for the community. The Chair opens the floor to questions.

The Chair inquires on the public consultation process and the partner selection for the working group. The Director advises on which community groups are in this next stage in the process. She adds that there will be shared spaces and multi purposes rooms available for community groups to offer their services.

Motion: TAAC - 02/24

Moved By Member Patrick Strong

Seconded By Member, Melissa Bloomfield

That the verbal report provided by the Director Community & Recreation Services **be received**.

Carried

2. Outdoor Active Play Plan

Re: Director Community & Recreation Services - Verbal Report

The Director Community & Recreation Services provides a verbal report on the Outdoor Active Play Plan. She explains that the department is beginning to review and develop a plan which comprises of multi generational play as well as replacement of play structures and spaces for adult play. The Director encourages the Committee to bring forth any ideas on play structures. A report to council will be presented later this year.

Motion: TAAC - 03/24

Moved By Member Tracey Crow

Seconded By Member Patrick Strong

That the verbal report on Outdoor Active Play Plan by the Director Community & Recreation Services **be received**.

Carried

3. Senior Active Living Centre

Re: Director Community and Recreation Services - Verbal Report

The Director advises on the Senior Active Living Centre and the programs being provided for older active seniors. Senior Active Living Centre is located at St. Clair Beach Community Centre, which will be operating programming through the Community Support Centre. The facility opens on May 6, 2024, and free memberships for the remainder of this year.

Moved By Member Ron Matysek

Seconded By Member Patrick Strong

That the verbal report on the Senior Active Living Centre by the Director Community & Recreation Services **be received**.

Carried

4. National AccessAbility Week (May 28-June 3, 2024)

Re: Deputy Clerk & Manager Legislative Services - Verbal Report

The Deputy Clerk & Manager Legislative Services inquires with the Committee if they would like to celebrate the 2024 National AccessAbility Week. She explains to the Committee the previous initiatives to celebrate this week. The Committee advised that they would like to honour National AccessAbility Week with a flag raising ceremony, Town staff Red Shirt day and a social media campaign.

The Deputy Clerk advised the Committee that the members will need to submit their ideas for social media posts for end of April.

Motion: TAAC - 05/24

Moved By Member, Melissa Bloomfield

Seconded By Member Tracey Crow

That the verbal report on National AccessAbility Week by the Deputy Clerk & Manager Legislative Services **be received**.

Carried

J. Next Meeting

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

K. Adjournment

Motion: TAAC - 06/24

Moved By Member Ron Matysek

Seconded By Member, Melissa Bloomfield

That there being no further business, the Friday, March 22, 2024 meeting of the Tecumseh Accessibility Advisory Committee **be adjourned** at 1:53 pm.

Carried

Alicia Higgison, Chair

Robert Auger, Clerk

Policies and Priorities Committee Meeting

Minutes

Date: Tuesday, March 26, 2024
Time: 4:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

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

Also Present: Chief Administrative Officer, Margaret Misk-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Michelle Drouillard
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

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 4:00 pm.

C. Land Acknowledgement

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

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

Add Caldwell First Nation

D. Disclosure of Pecuniary Interest

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

E. Delegations

There are no Delegations presented to the Committee.

F. Communications

There are no communication items presented to the Committee.

G. Reports

1. FS-2024-04 Travel Policy - Council

The Director highlights the Travel Policy - Council as appended on the agenda. He explains that the Department reviewed the Town's Travel Policy No. 14 and determined based on municipal best practices that Council Members should have a separate travel policy given their roles and responsibilities. He advised that revisions will be forthcoming with a revised travel policy for municipal employees and appointed officials.

The Mayor opens the floor to questions on the policy.

In response to an inquiry on meal allowance, the Director clarifies what is allowed under the meal allowance provisions in this policy.

Motion: PPC - 01/24

Moved By Councillor Brian Houston

Seconded By Councillor Alicia Higgison

That Report FS-2024-04 entitled "Travel Policy – Council" **be received**;

And that the Travel Policy – Council in Attachment 1 **be recommended** by the Policies and Priorities Committee for approval and adoption at the April 9, 2024, Regular Council Meeting;

And further that existing Town Policy 14, entitled "Travel Policy" **continue to be in effect** for Municipal employees and Appointed Officials;

And furthermore, that a policy similar in nature and intent to the Travel Policy – Council **be developed** for Municipal Employees and Appointed Officials for the next Policies and Priorities Committee meeting.

Carried

2. LCS-2024-08 Revisions to Awards Policy No 2

The Manager Legislative Services & Deputy Clerk advises on the revisions to the Awards Policy No. 2 as appended on the agenda. The Mayor opens the floor for questions from the members.

A Member suggested that award recipients receive an award pin and that Administration review if this is feasible.

Motion: PPC - 02/24

Moved By Councillor Rick Toniai
Seconded By Deputy Mayor Joe Bachetti

That Report LCS-2024-08 entitled "Revisions to Awards Policy No. 2" **be received;**

And that the revisions to Awards Policy No. 2 in Attachment 1, and the new Terms of Reference for the Awards Review Committee in Attachment 3 to Report LCS-2024-08 **be recommended for approval and adoption** by Council at the April 9, 2024 Regular Council Meeting.

Carried

3. PWES-2024-18 Community Safety Zone Policy

The Director Public Works & Engineering Services presented the Community Safety Zone Policy as appended on the agenda. The Director provides an overview of the Policy. The Mayor opens the floor for questions. There were no questions from the Members.

Motion: PPC - 03/24

Moved By Councillor James Dorner
Seconded By Councillor Brian Houston

That Report PWES-2024-18 Community Safety Zones Policy 123 **be received;**

And that Policy 123 in Attachment 1 to Report PWES-2024-18 Community Safety Zone Policy 123 **be recommended for approval and adoption by Council** at the April 9, 2024 Regular Council Meeting;

And further that the recommended update to Schedule A (List of Community Safety Zones) of the Community Safety Zone By-law 2015-53, as amended, **be prepared and considered by Council** through the adoption of an Amending By-law at the April 9, 2024 Regular Council Meeting;

And furthermore that Administrative Report PWES-2024-18, Policy 123 and the Motion of Council **be sent** to the Clerk for the County of Essex requesting they be placed on the next regular meeting of County Council's

Agenda, for consideration to amend the effective times to “24 hours/day, 7 days per week” for those County Roads listed in Schedule “I” of County By-law 51-2013 that are located within the Town of Tecumseh.

Carried

4. PWES-2024-19 Controlled Pedestrian Crossing Policy

The Director provides an overview of the Policy as appended on the agenda. The Mayor opens the floor for questions from the Members. There are no questions from the Members.

Motion: PPC - 04/24

Moved By Councillor Brian Houston
Seconded By Councillor Tania Jobin

That Report PWES-2024-19 Controlled Pedestrian Crossing Policy 124 **be received;**

And that Policy 124 in Attachment 1 to Report PWES-2024-19 Controlled Pedestrian Crossing Policy 124 **be recommended for approval and adoption by Council** at the April 9, 2024 Regular Council Meeting.

Carried

5. PWES-2024-20 School Safety Zone Policy

The Director provides an overview of the School Safety Zone Policy as appended on the agenda. The Mayor opens the floor for questions from the members.

A Member inquires on the on the high traffic areas with cars, the Director advises that they would look at the operational aspects of each school to see if there are any enhancements such as additional parking, no parking signs, in addressing school pick up and drop offs.

Motion: PPC - 05/24

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Alicia Higgison

That Report PWES-2024-20 School Safety Zones Policy 125 **be received;**

And that Policy 125 in Attachment 1 to Report PWES-2024-20 School Safety Zones Policy 125 **be recommended for approval and adoption by Council** at the April 9, 2024 Regular Meeting of Council;

And further that a By-law for the designation of School Safety Zones **be prepared and considered by Council** at the April 9, 2024 Regular Council Meeting;

And furthermore, that the recommended updates to Schedule P (Rates of Speed) of the Traffic and Parking By-law 2001-36 as amended, **be prepared and considered by Council** for adoption by way of an Amending By-law at the April 9, 2024 Regular Council Meeting;

And furthermore, that subject to the approval and adoption of the foregoing Policy 125 and By-laws described above, the review and analysis of the twelve (12) School Safety Zones in 2024 **be authorized by Council and funded** in the amount of \$180,000 from the Road Lifecycle Reserve, at the April 9, 2024 Regular Council Meeting;

And furthermore, that Administrative Report PWES-2024-20, Policy 125 and the Motion of Council **be sent** to the Clerk for the County of Essex requesting they be placed on the next regular meeting of County Council's Agenda, for consideration to implement a School Safety Zone on County Roads adjacent to Tecumseh Schools.

Carried

6. PWES-2024-21 Speed Management and Traffic Calming Policy 126

The Director presents the Speed Mitigation and Traffic Calming Policy as appended on the agenda. The Policy is highlighted as well as the process for a petition to have Administration review a traffic mitigation request for a particular street. The Mayor opens the floor to questions from the Members.

A Member inquires if Administration will be proactive or reactive on traffic mitigation on streets that may be extremely busy when development increases in the Town and traffic patterns change. The Director explains that there are a few streets where data has been collected over the years which will indicate if the thresholds are close to presenting a speed concern. If this happens, he advised that Administration can begin the process for mitigation measures on those identified streets.

A Member inquires on photo speed cameras and the Town investing in these devices to start enforcement in an effort to be proactive and take action. The CAO advises that the Police Services Board has reviewed these devices and the technology is not available yet for the Town to acquire. She adds that this is a work in progress and the Board will continue to monitor and see when the technology becomes available.

A Member requests if funding can be allocated in the budget for when the photo radar devices become available. The CAO advises that the Member could raise this request during the budget process for 2025.

The CAO advises that this Policy should be sent back to the department to be revised based on this discussion and feedback from Council as there is no language regarding proactive data driven requests on major roads for speed mitigation measures. The Director advises that the policy will be accordingly revised to reflect Council's remarks and be presented at the next Regular Council Meeting on April 9, 2024..

Motion: PPC - 06/24

Moved By Councillor Rick Toniai
Seconded By Councillor Brian Houston

That Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 **be received**;

And that Policy 126 in Attachment 1 to Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 **be revised as amended** with language to allow the Director Public works & Engineering Services to initiate the data collection and analysis process under the policy for road segments where historical data has identified speeding concerns;

And that the Traffic Calming Policy, as amended, be recommended for **approval and adoption** by Council at the April 9, 2024 Regular Council Meeting.

Carried

7. PWES-2024-22 School Crossing Guard Program

The Director highlights the School Crossing Guard Program as appended on the agenda. He outlines the Town's current crossing guards compliment at seven locations in the Town. The guidance from the School Crossing Guard Guide indicates that the crossing guards are a single purpose and doesn't reflect all needs in the community.

The Mayor opens the floor to questions from the members.

A Member inquires on the funding for these crossings improvements and if the funding for crossing guards will be automatically allocated to crossing improvements. The Director Financial Services explains that the funding allocation for crossing improvements would be a budget consideration during budget deliberations.

A Member inquires on if the Town is responsible of school crossing guards through Provincial legislation. The Director explains the provisions of the Highway Traffic Act and that it is the municipality's financial responsibility should there be a school crossing guard program.

In response to the school safety zone measures outlined in the noted policies appended on the agenda, the Director advises further that there

will be a review of street lighting, pedestrian facilities, and sidewalk ramps for accessibility compliance at all locations.

A Member requested that Administration contact the superintendents and principals at the local schools regarding the proposed information sessions.

A Member inquires on Tecumseh Vista School not being on the school crossing guard list, and raises increased traffic concerns with the County Road 42 expansion and Cranbrook subdivision. The Director advises with respect to the report, the area reviewed was only the seven locations where there are school crossing guards. He explains that part of the school safety zone policy presented, Administration will be reviewing and coordinating with the County of Essex for school safety zones at Tecumseh Vista and St. Mary's Schools. School pedestrian crossings on County roads would be a special request to the County.

Motion: PPC - 07/24

Moved By Councillor Rick Tonial

Seconded By Councillor Alicia Higgison

That Report PWES-2024-22 School Crossing Guard Program **be received;**

And that Administration **be directed** to bring a report to the April 23, 2024 Regular Council Meeting regarding the discontinuation of the current School Crossing Guard Program, should the following pedestrian crossover and traffic control measures be approved through the adoption of the:

- Community Safety Zone Policy 123
- Controlled Pedestrian Crossing Policy 124
- School Safety Zone Policy 125

And furthermore that, subject to Council's decision on the School Crossing Guard Program in April, Administration **coordinate information sessions** with the local schools and boards affected by this change in approach to Crossing Guards prior to the end of the current school year in June 2024.

Carried

H. Unfinished Business

There are no unfinished business items presented to Council.

I. New Business

There is no new business items presented to Council.

J. Next Meeting

The next Policies & Priorities Committee meeting will be held on Tuesday, May 28, 2024.

K. Adjournment

Motion: PPC - 08/24

Moved By Councillor Rick Tonial
Seconded By Councillor Tania Jobin

That there being no further business, the Tuesday, March 26, 2024 meeting of the Policies and Priorities Committee **be adjourned** at 5:21 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	127
Effective Date:	Click here to enter a date.
Supersedes:	Policy 14/11
Approval:	Click or tap here to enter text.
Subject:	Travel Policy - Council

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1. Purpose

The purpose of the Travel Policy is to define compensation and eligible expenses related to travel, meetings, and conferences for all elected members of Council. The Town of Tecumseh promotes fiscal responsibility and will provide allowable expenses in the most economical manner and practical way possible.

2. Policy Statement

Section 283 of the Municipal Act states that a municipality may pay any part of the remuneration and expenses of the members of a local board of the municipality and of the officers and employees of a local board.

Section 284(1) of the Municipal Act requires that the Treasurer of a municipality in each year on or before March 31 shall provide an itemized statement on remuneration and expenses paid in the previous year to each member of Council in respect of his or her services as a member of the Council or any other body, including a local board, to which the member has been appointed by Council or on which the member holds office by virtue of being a member of Council.

3. Scope

This policy applies to all elected members of Council. The expenditure of any funds for any of the expenses covered by this Policy is limited to those amounts allocated by the annual operating budget.

4. Definitions

- 4.1 **Accommodation** – commercial lodging facilities such as hotels, motels, corporate residences, or apartments.
- 4.2 **Eligible Expenses** – the following includes eligible expenses related to an Official's attendance at an Event, which may be paid for by the Town:
 - a. Registration Fees
 - b. Travel Allowances
 - i. Per Diem
 - ii. Stipend
 - c. Accommodations

- d. Transportation
 - i. Personal Vehicle
 - ii. Rental Vehicles
 - iii. Highway Tolls
 - iv. Public Transportation
 - v. Rail
 - vi. Air
 - e. Mileage for Personal Vehicle
 - f. Parking
- 4.3 **Event** – includes meetings, seminars, conferences, conventions, and educational courses for Officials, designed to educate attendees on matters of municipal interest and that are authorized through annual report to Council (“Council Conferences for [year]”), or approved by the Expense Review Officer (ERO) in advance of the Event.
- 4.4 **Expense Reports** – shall include both manual and electronic forms (e.g. Travel Expense Account form)
- 4.5 **Expense Review Officer (ERO)** – shall mean the person responsible for administering this policy, having budgetary control over the general ledger account to be expensed, and having authority over the travel budget of the individual incurring the expenditures (as defined in Section 6).
- 4.6 **Full Day** – a length of time of travel and/or Event in excess of three and a half (3.5) hours on a given day.
- 4.7 **Half Day** – a length of time of travel and/or Event equal to or less than three and a half (3.5) hours on a given day.
- 4.8 **Ineligible Expenses** - includes late registration fees/penalties, alcohol, cannabis, costs reimbursed by another organization or source (e.g. meals included as part of the registration fee), parking tickets, traffic fines, spouse or partner expenses, and Personal Expenses.
- 4.9 **Official** – shall mean a duly elected member of Council.

- 4.10 **Per Diem** – an allowance to cover out-of-pocket expenses exclusive of accommodation or transportation. This allowance is intended to include meals, taxes, and gratuities related to travel.
- 4.11 **Personal Expenses** - includes long-distance phone calls that are non-work related, Accommodation services such as valet parking, laundering services, bath robes, spa services, mini-bar items, pay-per-view television, room service, dry cleaning, wi-fi connection fees (if not required to conduct official Town business or to complete assignments while in attendance at the Event), etc.
- 4.12 **Public Transportation** – refers to any system of transportation that is available for use by the public, typically provided by governmental or private organizations, and includes modes such as buses, subways, trams, ferries, taxis, ride-sharing services (such as Uber, Lyft, etc.), and similar services operating on scheduled routes or available for fare-paying passengers.
- 4.13 **Receipt** – original document showing the name of the vendor, as well as the date, amount, and description of the expenditures paid by the Officials.
- 4.14 **Regular Meeting of Council** – meetings held on the second and fourth Tuesday of each month in accordance with the Procedure By-law in effect at the time and includes committee and closed meetings ordinarily scheduled in advance of the regularly scheduled meetings.
- 4.15 **Special Meeting of Council** – a meeting scheduled outside of the Regular Meeting of Council schedule (e.g. Budget Meetings, Orientation Meetings, Strategic Planning Sessions, etc.)
- 4.16 **Stipend** – a fixed sum paid as compensation to Officials beyond their regular salary for attendance at an Event.
- 4.17 **Town** – shall be used in this policy to mean The Corporation of the Town of Tecumseh.
- 4.18 **Town Vehicle** - any vehicle owned and maintained by the Corporation.

5. General Remuneration Provisions

- 5.1 Officials shall not receive a Stipend or any other form of compensation under this Policy for attendance at a Regular Meeting of Council or Special Meeting of Council.
- 5.2 Social and/or networking events including but not limited to luncheons, Remembrance Day, flag raisings, plaque presentations, and unveilings

that Officials may attend from time to time are not Events for which Officials receive a Stipend or any other form of compensation as set out under this Policy.

- 5.3 The annual Conference and Training limit for Council shall be established and approved during the Town's budget deliberations.
- 5.4 The Town promotes fiscal responsibility and will provide allowable expenses in the most economical and practical manner. This document provides for various means of travel. Reimbursement will be provided for the least expensive option. Any upgrades will be the responsibility of the individual.
- 5.5 When more than one Official is attending the same event, all attendees, where practical/possible, are encouraged to:
 - a. Coordinate travel arrangements,
 - b. Take advantage of group rates, and
 - c. Individually submit a separate expense report for reimbursement.
- 5.6 When personal and business travel is combined, only documented expenses directly related to the business portion are reimbursable. Travel and related expenses will not be reimbursed for a spouse and/or other guests.
- 5.7 Travelers should ensure that they have adequate insurance for the travel contemplated. This cost is at the expense of the traveler.
- 5.8 Where travel is delayed or canceled due to circumstances beyond the traveler's control, an effort must be made to notify the ERO immediately. The Official should attempt to secure complimentary lodging and/or meals where available. Any additional expense resulting from the delay or cancellation may require justification and be subject to review.
- 5.9 Where travel is delayed or canceled due to personal circumstances, the Official should attempt to get reimbursement from the vendor immediately. If the Official is unable to obtain a refund, the Official will be required to reimburse the Town for these costs.
- 5.10 Expense reports must be submitted within sixty (60) days from the end of the Event from which the business expense was incurred.
- 5.11 The Town will not reimburse for any lost or damaged personal items.

6. Expense Review Officer (ERO)

- 6.1 The following are designated “Expense Review Officers” for the jurisdictions referred to and shall be responsible for administering this policy within their particular areas of jurisdiction, addressing any justifiable exceptions; and for auditing and processing all expense reports in accordance with this policy, while maintaining the right to request additional explanations, documentation or justification of any or all of the expense reports:

Jurisdiction	ERO
Mayor and Members of Town Council	CAO or designate

7. Registration Fees

- 7.1 When possible, registration fees for attendance at an Event should be paid for directly by the Town.
- 7.2 If paid personally, registration fees for attendance at an Event will be reimbursed in full by the Town upon submission of an invoice from the appropriate organization and an official receipt indicating payment.
- 7.3 Registrations should be completed promptly to take advantage of early registration discounts and to avoid late penalties, whenever possible.

8. Travel Allowances

- 8.1 Stipend
- In addition to their annual salary, an Official may claim compensation in the form of a Stipend for travel to and attendance at Events as set out in Appendix A.
- 8.2 Per Diem Allowance
- When attending an Event, an Official may claim a per diem allowance, as set out in Appendix A
 - The per diem rate will be paid in Canadian funds. An Official who receives a per diem allowance may not claim additional

personal expenses. To simplify reporting, receipts are not required for per diem expenses.

- c. A corporate purchasing card should not be used to purchase expenses covered under the per diem allowance.
- d. The per diem allowance is intended to cover the following normal daily expenses:
 - i. meals and snacks
 - ii. gratuities
 - iii. non-alcoholic beverages
- e. The per diem rate (as established in Appendix A) will be applied to a twenty-four-(24) hour travel period.
- f. At the discretion of the ERO, a partial per diem may be paid to cover costs associated with a partial travel day. Proration will be based on actual departure/arrival times as outlined in Appendix A.
- g. Where meals have been provided, the per diem rate will be reduced by the amount reflected in Appendix A.

9. Accommodations

- 9.1 Accommodations shall only be reserved when the Event is geographically greater than an hour and a half (1.5) hours driving distance from the Town of Tecumseh.
- 9.2 When necessary, the Administrative Assistant to the Mayor and Council shall be responsible for arranging accommodation. Accommodation shall be in the form of a standard, single occupancy booking.
- 9.3 Overnight accommodation will be allowed at a rate in accordance with the room rates charged for the function, or at the hotel's preferred/special rates (e.g. corporate/government rate), whichever is less.
- 9.4 For accommodation requests that are above and beyond the preferred/special rate offerings, the difference in cost will be borne by the Official.
- 9.5 Officials will not be reimbursed for personal purchases.

- 9.6 Costs incurred as a result of an extended stay will be borne by the Official.
- 9.7 Any room charges related to meals will not be reimbursed and will instead be paid from the per diem allowance (in Appendix A).
- 9.8 Unless otherwise provided for in this Policy, the Official shall be responsible for any additional expenses incurred because of the attendance of the Official's spouse and/or guest(s).

10. Transportation

- 10.1 An Official may choose their method of transportation on the understanding that the most direct route, the most economical and most practical method must be used. The loss of productive time must be minimized.
- 10.2 When necessary, the Administrative Assistant to the Mayor and Council shall be responsible for travel arrangements to and from an Event.
- 10.3 Personal Vehicles
 - a. Private vehicles may be used by an Official for out-of-town transportation when it is the most economical and practical method of travel. A mileage claim will be paid at the rate per kilometer traveled, as discussed in Section 11.
 - b. Costs associated with maintenance, fuel, vehicular breakdown, or damage incurred while using a personal vehicle for travel to and from Events sessions are covered in the mileage rate and will not be reimbursed.
 - c. Expenses relating to personal vehicles such as insurance premiums (standard or extra), accident deductibles, or tickets will not be reimbursed.
 - d. For personal vehicles used for travel to and from Events, Officials are responsible for insuring their automobiles at their sole expense for not less than \$1,000,000.00 against third-party liability for bodily injury and property damage.
 - e. Loss or damage to a personal vehicle while parked shall not be the responsibility of the Town.

- f. When one or more Officials are traveling in the same vehicle, only the owner of said vehicle is entitled to reimbursement of the mileage expenses.

10.4 Rental Vehicles

- a. Rental vehicles may be used for travel beyond the limits of the County of Essex and where it is demonstrated that this method of transportation is more economical and practical than the use of taxis.
- b. A reputable rental company, such as a national chain as opposed to a local operation, shall be used to ensure adequate insurance coverage is secured.
- c. The most economical size of vehicle must be used, depending on the requirements of the occasion and the number of passengers.
- d. The rental contract must be registered under the name of the Official.
- e. Receipts shall be retained and submitted.
- f. Damage to a Rental Vehicle as a result of an accident or other unfortunate circumstance is to be reported to Director Legislative Services or delegate as soon as reasonably possible following the accident/incident.

10.5 Tolls

- a. Officials shall be reimbursed for expenses related to international bridge and tunnel access, as well as Ontario highway tolls.
- b. Receipts shall be retained and submitted.

10.6 Public Transportation

- a. Public transportation can be used for travel when the use of a personal or rental vehicle is not available or feasible.
- b. Receipts shall be retained and submitted.

10.7 Rail

- a. Travel by rail shall be in Economy class only. An Official may be reimbursed for rail transportation if:
 - i. cost of rail travel is less than other modes of transportation, or
 - ii. length of travel by vehicle is more than five (5) hours.
- b. If rail transportation extends over a normal meal period (breakfast, lunch or dinner) and a meal is provided with a transportation ticket, the per diem will be reduced by the amounts noted in Appendix A.

10.8 Air

- a. Travel by air shall be in Economy class only. An Official may be reimbursed for air transportation if:
 - i. cost of air travel is less than other modes of transportation, or
 - ii. length of travel by vehicle is more than five (5) hours.
- b. Business class may be authorized by the ERO if:
 - i. less expensive seats are not available, or
 - ii. the departure times for Economy class are not acceptable, or
 - iii. the individual is traveling on a continuous flight in excess of five (5) hours.
- c. If air transportation extends over a normal meal period (breakfast, lunch, or dinner) and a meal is provided with a transportation ticket, the per diem will be reduced by the amounts noted in Appendix A.
- d. Travel arrangements shall be booked as soon as reasonably possible to take advantage of any advanced-purchase discounts offered by the carrier.

11. Mileage

- 11.1 Mileage for travel with use of personal vehicle shall be reimbursed.

- 11.2 Mileage reimbursement will be paid at the rate per kilometer traveled as established annually by the Canada Revenue Agency, Automobile Deduction Limits, as the rate allowable as a tax-exempt allowance.
- 11.3 If other modes of transportation are available (such as rental car, air or rail) a mileage claim for the use of a personal vehicle may not exceed the equivalent of the other means of transportation.

12. Parking

- 12.1 The actual cost of parking incurred for an Event shall be paid by the Town upon submission of receipts.

13. Virtual Events

- 13.1 A Stipend may be claimed for a partial or full day spent attending a virtual event.
- 13.2 A Per Diem may not be claimed for time spent attending a virtual event.

14. Travel Advance

- 14.1 When possible, costs such as registration, transportation, and accommodation shall be paid directly by the Town.
- 14.2 A travel advance may be approved by ERO under exceptional circumstances.
- 14.3 Travel advance requests must be made to the ERO at least one week prior to departure.
- 14.4 Expenditures such as stipends, per diems (as outlined in Appendix A), and estimates for other anticipated expenses related to registrations, transportation, accommodations, and incidental costs may be included in the travel advance amount.
- 14.5 The amount advanced will be calculated based on the estimated expenses associated with an Event.
- 14.6 No advance will be provided for amounts less than \$500.00.
- 14.7 Per Diem amounts will be advanced in Canadian Funds only.

- 14.8 Travel advances must be reconciled. For amounts owed back to the Town, payment (reimbursement) must be made within sixty (60) days from the date of return from travel.
- 14.9 Any Official that has an outstanding travel claim that is not submitted to Finance within sixty (60) days of the date of return from travel will not be allowed any further advances for travel until the outstanding advance has been settled.

15. Receipts

- 15.1 An Official must submit original, itemized, and dated receipts to substantiate each expense claimed for reimbursement on the travel claim. The original receipt (and additional documentation if necessary) must identify the following:
 - a. the goods &/or services purchased,
 - b. the date and name of the supplier or service provider,
 - c. the cost of the purchases (including taxes), and
 - d. the method of payment (debit or credit card, cash or cheque).
- 15.2 Minor Items with no Receipt
 - a. Minor expenses that are impossible or difficult to obtain a receipt for may be approved at the discretion of the ERO, in consultation with Finance. These minor items need to be itemized on the travel claim. Examples of such items include subway fare, other forms of public transit, and miscellaneous gratuities.
- 15.3 Missing Receipts
 - a. When a travel expense receipt is lost and a duplicate cannot be obtained, the Official must complete and submit the "Missing Receipt Declaration" in Appendix B and proof of payment with the Travel Expense Account form.

Appendix A

Rates of Remuneration and Stipends

Stipend	
Full Day	\$220.00
Half Day	\$110.00
Per Diem – Proration of Daily Meal Allowance	
Breakfast	\$20.00 If required to depart before 6:00 a.m.
Lunch	\$30.00 If required to depart before 12:00 noon.
Dinner	\$50.00 If required to return home after 6:00 p.m.
Total	\$100.00 (maximum)
Mileage	
Mileage	In accordance with the rates as set out by the Canada Revenue Agency from time to time.

Appendix B

Reimbursable Expense for Which the Original Receipt was Lost

When a receipt is lost or otherwise unavailable, and all measures to obtain another have been exhausted, the Missing Receipt Affidavit should be completed. It should be signed by the Official and the ERO and submitted with the employee's reimbursement request.

Missing Receipt Declaration

Name _____

Date of Expenditure _____

Amount _____

Business Purpose _____

I certify that the above-mentioned receipt is missing. The original receipt is lost, and I am unable to obtain a duplicate receipt from the provider of the goods or services for which payment was made.

I understand that a Missing Receipt Affidavit should be used on rare occasions and may not be used on a routine basis. I also understand that excessive use of a Missing Receipt Affidavit may revoke the privilege of providing a declaration in lieu of a receipt.

I certify that the expense was incurred in connection with the business purposes stated above.

I certify the amount shown is the amount I paid, that I have not and will not submit a duplicate claim, and that I have not and will not seek a claim for these expenses from any other source.


Official Name _____

 Signature _____ Date: _____

ERO Name _____

 Signature _____ Date: _____


Appendix C Travel Expense Account Form

		Town of Tecumseh - Travel Expense Account Travel Policy No. 14/11 and 127	
Date: _____			
Name: _____			
Position: <input type="checkbox"/> Mayor <input type="checkbox"/> Deputy Mayor <input type="checkbox"/> Committee Member <input type="checkbox"/> Councillor <input type="checkbox"/> Employee			
Date of Event: _____			
Type of Event: _____ (conference/workshop/training)			
Location: _____			
Details: <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 5px;"></div>			
Breakdown of Expenses:		TOTAL COST	HST
Hotel Room	# Nights @ _____ Night (incl. all taxes)	\$ -	\$ -
Per Diem			
Breakfast	# Days @ \$ 20.00 Cdn	\$ -	\$ -
Lunch	# Days @ \$ 30.00 Cdn	\$ -	\$ -
Dinner	# Days @ \$ 50.00 Cdn	\$ -	\$ -
Stipend			
Full Day	# Days @ \$ 220.00 Cdn	\$ -	\$ -
Half Day	# Days @ \$ 110.00 Cdn	\$ -	\$ -
Parking, Taxis & Buses			\$ -
Registration Prepaid? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'No', please enter amounts here >>			\$ -
Other (Describe)			\$ -
Transportation: Auto Allowance Only			
\$ 0.70 x	_____ km (for the first 5,000 km)	\$ -	\$ -
\$ 0.64 x	_____ km (for each km after 5,000)	\$ -	\$ -
Total Expenses		\$ -	\$ -
Signature of Delegate _____		Approval Signature _____	
CHARGE TO:			
ACCOUNT	AMOUNT		
	\$ -		
HST	\$ -		
Total	\$ -		
Funds Available in Department Budget: <input type="checkbox"/> Yes <input type="checkbox"/> No			
NOTE: Actual hotel receipt must be submitted for HST and audit purposes.			

Revised March 2024

Appendix D

Mileage Expense Account Form

Town of Tecumseh		Mileage Expense Account		
Employee Name	<input style="width: 90%;" type="text"/>	Rate Per Kilometer:	Under 5,000 km	0.70
Department	<input style="width: 90%;" type="text"/>	Rate Per Kilometer:	Over 5,000 km	0.64
		Total Mileage:		-
		Total Reimbursement:		

Date of Event	Description	Kilometers	Reimbursement
Totals		-	

Employee Signature _____

Approval Signature _____

CHARGE TO:

Vadim Account	Amount
11-5- -5800	
HST	
Total:	

Updated January 8, 2024

The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	#123
Effective Date:	Click here to enter a date.
Supersedes:	Click or tap here to enter text.
Approval:	Click or tap here to enter text.
Subject:	Community Safety Zone

1.0 Purpose

- 1.1 The purpose of this policy is to provide a transparent and consistent process for Public Works & Engineering Services (PWES) staff to determine the need for Community Safety Zones (CSZ) on municipal roads under the jurisdiction of the Town of Tecumseh.
- 1.2 This document provides step-by-step guidance to PWES staff from the time of receiving a request to addressing the concerns, whether it be the implementation of a community safety zone or an alternative response.

2.0 Authority

- 2.1 Decision-making authority for the Community Safety Zone Policy shall be delegated to the Director, Public Works & Engineering Services.

3.0 Related Documents

- 3.1 This Policy is prepared in accordance with the following:
 - Ontario Highway Traffic Act (HTA);
 - The Ontario Traffic Manual (OTM), Book 5 Regulatory Signs and Book 6 Warning Signs;
 - Bill 26, Highway Traffic Amendment Act (Community Safety Zones), 1998, and;

- Tecumseh Transportation Master Plan.

4.0 Definitions

- 4.1 “Requestor” is defined as a resident of the Town of Tecumseh who resides, owns property or a business within the affected neighbourhood.
- 4.2 A Community Safety Zone (CSZ) is a designated stretch of roadway, recognized under provincial legislation, marked with community safety zone signs allowing the increase of fines associated with speeding within the zone.
- 4.3 A collision-prone area is defined as a location where the ratio of the average number of crashes per year to the annual average daily traffic (AADT) is less than 1:900 (crashes per year:AADT) averaged over 36 consecutive months

5.0 Procedure

- 5.1 The steps included in Figure 1 – Community Safety Zone Flow Chart shall be followed by PWES staff upon a request for a site to be designated as a CSZ.
- 5.2 A Pre-Screening Assessment shall be completed to check whether a CSZ is appropriate at a location. The pre-screening activities shall include the following:
- Confirm the road authority. If the road authority is not the Town, the request shall be referred to the correct road authority, and no further action will be taken by PWES staff;
 - Review of past known information about the location. If the location has been reviewed within the last 3-years and no characteristics of the road have changed, and it was determined that a CSZ was not warranted, no further action will be taken at this time;
 - Confirm that the site is one of the following:
 - Elementary or secondary schools;
 - Public Parks;
 - Senior centres and residences;
 - Community centres, or;
 - Collision-prone areas.

If the location is not one of the above, no further action will be taken by PWES, and;

- The Director, PWES, shall retain the full authority to decline to move forward, with no appeal process to another body.

5.3 The following table will be utilized as noted in Figure 1 to determine if there are risk factors that support the CSZ designation. The total score must be 15 or higher to meet the risk factor threshold.

Table 1 - Risk Component Factors for Community Safety Zones

Risk Factor	High (Score 3 Points)	Medium (Score 2 Points)	Low (Score 1 Point)	Score
Posted Speed	40	50	60	
Average Daily Volume	Over 20,000	10,000 – 20,000	Under 10,000	
Number of Lanes	More than 4	3 or 4	2	
Amount of the site which has sidewalks	Less than 25%	25 – 75%	More than 75%	
Truck volume	More than 5%	3 – 5%	Less than 3%	
Pedestrians crossing in any 8 hours	More than 100	50 – 100	Less than 50	
Intersections and entrances per km	More than 10	4 – 10	Less than 4	
Total Score for Road Section in Question				

- 5.4 The most recent versions of OTM Book 5 and Book 6 shall be followed should a road segment be approved for a CSZ. The length of a proposed CSZ will be at the sole discretion of the Director, PWES. Community Safety Zones shall have a speed limit between 40 km/h to 60km/h.
- 5.5 Should a CSZ be warranted based on Figure 1 – Community Safety Zone Flow Chart and Table 1, a preliminary budget estimate shall be prepared, along with a short memo describing the detailed analysis and findings by PWES staff, and provided to the Director, PWES.
- 5.6 At the end of each calendar year, PWES will bring a report to Council, summarizing all traffic-related recommendations, including those governed by this policy, if any. The report will also recommend that the works be

included as part of the annual PWES Capital Works Plan, for the following calendar year(s).

6.0 Administration & Review

- 6.1 Policy 126 shall be administered by the Department of Public Works & Engineering Services and subject to periodic review, at the direction of the Director, PWES.

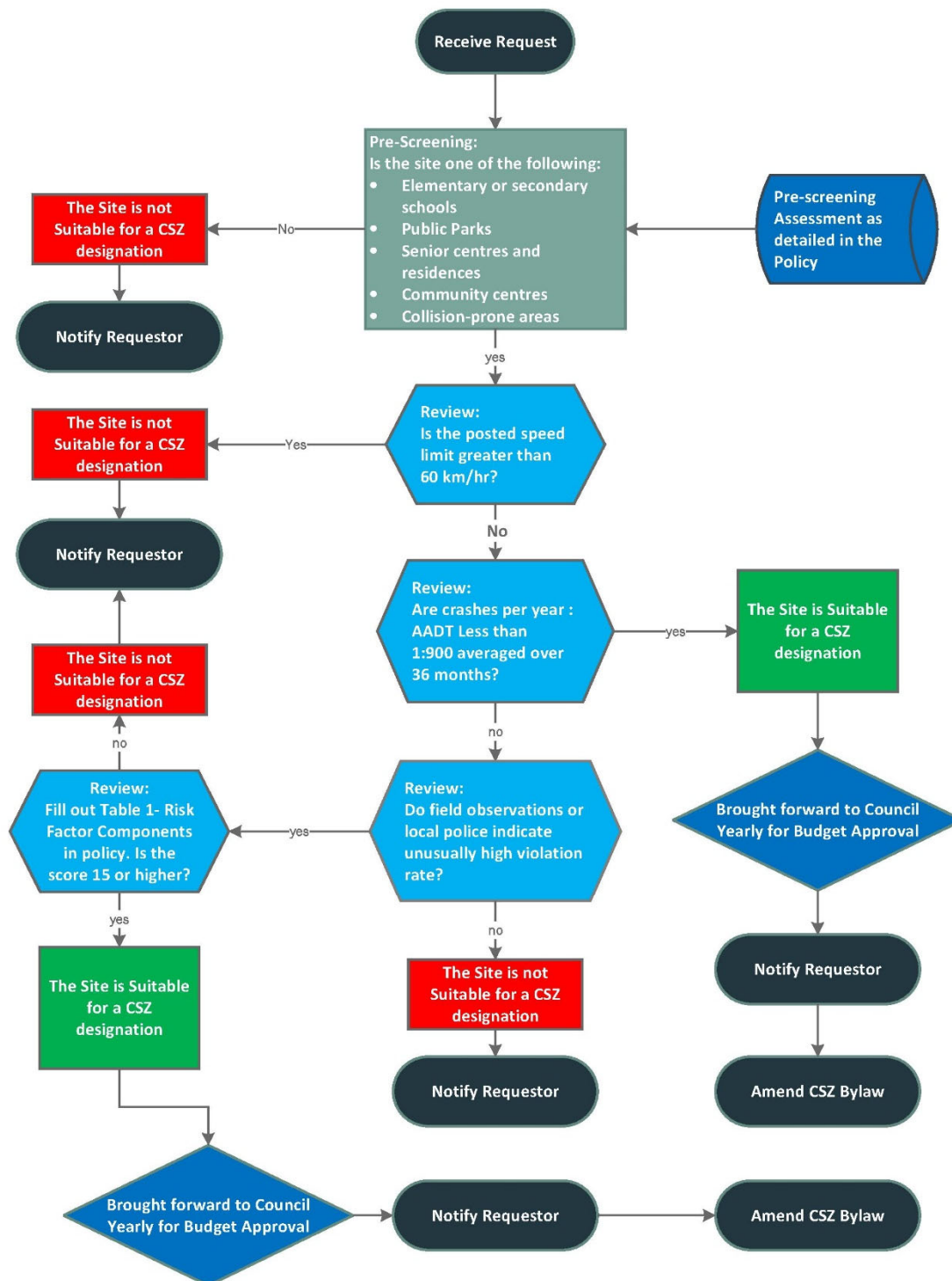


Figure 1 – Community Safety Zone Flow Chart

The Corporation of the Town of Tecumseh

Policy Manual

Policy Number: 125

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

Supersedes: [Click or tap here to enter text.](#)

Approval: [Click or tap here to enter text.](#)

Subject: School Safety Zone

1.0 Purpose

- 1.1 The purpose of this policy is to establish regulations for School Safety Zones (SSZ) in the Town of Tecumseh.
- 1.2 This policy shall provide a transparent and consistent process for Public Works & Engineering Services (PWES) staff to implement SSZs on municipal roads under the jurisdiction of the Town of Tecumseh.

2.0 Scope

- 2.1 The SSZ Policy applies to all Schools within the Town of Tecumseh.

3.0 Authority

- 3.1 Decision-making authority for the SSZ Policy shall be delegated to the Director, Public Works & Engineering Services (PWES).

4.0 Governing Regulations

4.1 This Policy is prepared in accordance with the following:

- *Ontario Highway Traffic Act* (HTA);
- *Ontario Highway Traffic Amendment Act*, Bill 90, (School Safety Zones);
- The Ontario Traffic Manual (OTM) Books:
 - Book 5: Regulatory Signs
 - Book 6: Warning Signs
 - Book 11: Pavement, Hazard and Delineation Markings
 - Book 12: Traffic Signals
 - Book 15: Pedestrian Crossing Treatments
- Transportation Association of Canada – School and Playground Areas and Zones: Guidelines for Application and Implementation (TAC SPAZ); and
- *Accessibility for Ontarians with Disabilities Act* (AODA)
- Tecumseh Transportation Master Plan
- Other legislation, regulations, plans and guidance, as deemed to be relevant by the Director, PWES.

5.0 Related Documents

5.1 Implementation of the SSZ Policy will be in conjunction with the following policies:

- Community Safety Zone Policy 123;
- Controlled Pedestrian Crossing Policy 124;
- Speed Management and Traffic Calming Policy 126.

6.0 Definitions

6.1 School Safety Zone means the area within which extra safety measures shall apply to protect pedestrians and specifically, the extent of a school safety zone shall include the portions along the municipal road beyond the limits of the land used for the school's purpose in all directions for a minimum of 150 meters, in accordance with the HTA. An extended zone may be implemented

by By-law, as approved by the Director, PWES based on specific site conditions.

7.0 Key Principles

- 7.1 The Town of Tecumseh exercises its right to establish SSZs throughout the municipality by By-law.
- 7.2 The SSZ Policy focuses on enhancing safety in the vicinity of all schools for all users at all times and accordingly, all schools within the Town have designated School Zones regardless of the warrants presented in the TAC SPAZ.
- 7.3 At a minimum, the designated SSZs start/end within 150 meters along the municipal roadway in either direction beyond the school property limits and may extend further, by By-law, at the discretion of the Director, PWES.
- 7.4 Within the designated SSZs a lower speed limit of 40km/hr will apply at all times, on all days.
- 7.5 Controls and enhancements within SSZs shall be AODA compliant.

8.0 Procedure

- 8.1 For SSZs in the Town, the following rules and procedures apply:
 - 8.1.1 All SSZs shall have a reduced speed limit of 40 km/hour, 24 hours/day, 7 days/week unless that represents a reduction of more than 20 km/hour, in which case the Director, PWES will provide direction.
 - 8.1.2 At a minimum, there will be a sidewalk or trail on one side of the road within the SSZ. Based on a site-by-site review, the Director, PWES shall determine the viability for expansion of pedestrian facilities.
 - 8.1.3 A review of existing sidewalks and sidewalk ramps in all SSZs shall be undertaken to determine if enhancements are required. Sidewalk ramps at all corners within the SSZ shall be AODA compliant.
 - 8.1.4 All pedestrian crossings within the SSZs shall have Ladder Crosswalk pavement markings in accordance with Figure 12 of OTM Book 15, as shown in Figure 1 - Ladder Crosswalk Pavement Markings.
 - 8.1.5 Streetlighting within the SSZs shall conform with ANSI/IES RP-8-22 Recommended Practice: Lighting Roadway and Parking Facilities and the

Transportation Association of Canada TAC Guide for Design of Roadway Lighting.

- 8.1.6 The use of appropriate signage delineating the SSZs shall be installed following the Ontario Traffic Manual, Books 5 and 6. All road crossing locations within the SSZ shall have, at minimum, those demonstrated in Figure 2 - Signing Plan for School Zone.
- 8.1.6.1 SSZ warning signs (WC-1) shall be installed to denote the start and end of the SSZ located at 150 meters along the highway, in all applicable directions, beyond the property limits;
- 8.1.6.2 SSZ maximum speed signs (RB-6) displaying the reduced speed limit of 40 km/hour;
- 8.1.6.3 The words 'School Zone' in retroreflective white marking in the size indicated in Figure 52 in Book 11 of the OTM, at the beginning of the SSZ on arterial and collector roads, and in additional locations within the zone as deemed necessary by the Director, PWES, and;
- 8.1.6.4 Rb-1 Maximum Speed Sign shall be installed after the end of the SSZ designation to denote the reinstatement of the original speed limit, or at a further location as deemed appropriate by the Director PWES and based on specific site conditions.
- 8.1.7 SSZ locations shall be assessed in accordance with the Town of Tecumseh Speed Management and Traffic Calming Policy 126 to determine if any enhancements are warranted.
- 8.1.8 Uncontrolled (no signal or stop sign) crossing locations within the SSZ shall be assessed in accordance with the Town of Tecumseh Controlled Pedestrian Crossing Policy 124 to determine if further enhancements are warranted.
- 8.2 Recommended works in support of enhancements identified through the application of Section 8.1 shall be included as part of the annual PWES Capital Works Plan for the following calendar year(s).

9.0 Administration & Review

- 9.1 Policy 125 shall be administered by the Department of Public Works & Engineering Services and subject to periodic review, at the direction of the Director, PWES.

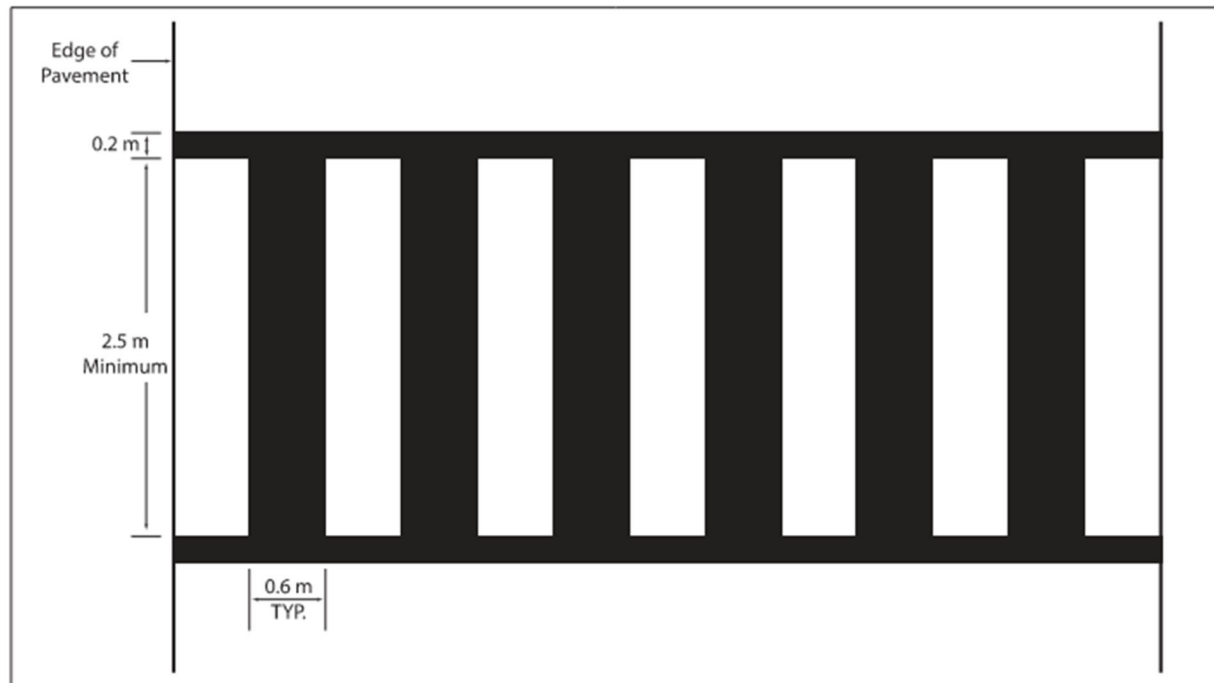


Figure 1 - Ladder Crosswalk Pavement Markings

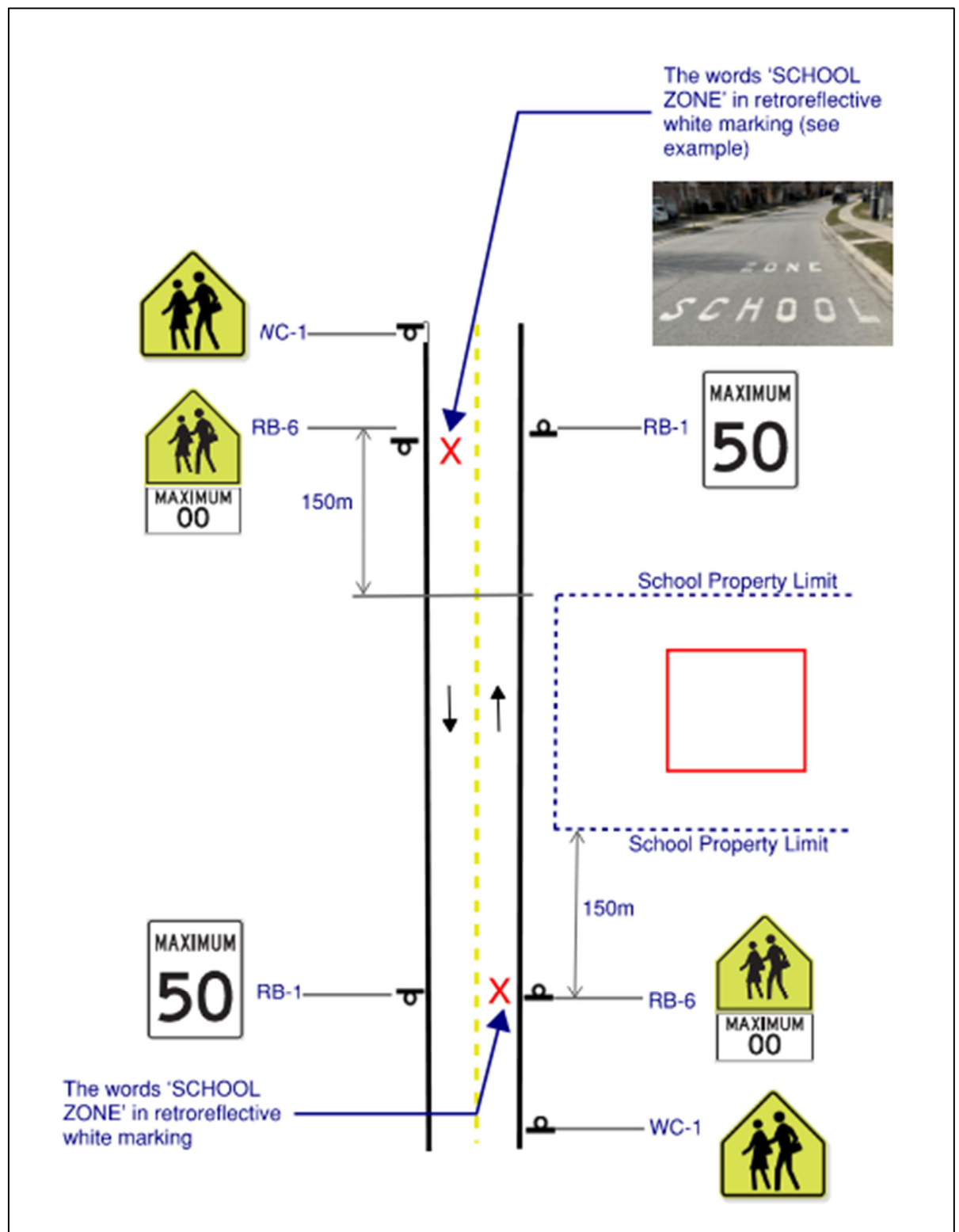


Figure 2 - Signing Plan for School Zone

The Corporation of the Town of Tecumseh

Policy Manual

Policy Number: 124

Effective Date: Click here to enter a date.

Supersedes: Click or tap here to enter text.

Approval: Click or tap here to enter text.

Subject: Controlled Pedestrian Crossing

1.0 Purpose

- 1.1 The objective is to provide a transparent and consistent process for Public Works & Engineering Services (PWES) staff to determine the need for a pedestrian crossing control measure at a given location.
- 1.2 This document provides step-by-step guidance to PWES staff from the time of receiving a request to providing solutions to the concerns, whether it be the implementation of a pedestrian crossing or an alternative response.

2.0 Authority

- 2.1 Decision-making authority for the Controlled Pedestrian Crossing Policy shall be delegated to the Director, Public Works & Engineering Services.

3.0 Related Documents

- 3.1 This Policy is prepared in accordance with the following:
 - Ontario Highway Traffic Act (HTA)
 - The Ontario Traffic Manual (OTM) Book 12 Traffic Signals and Book 15 Pedestrian Crossing Treatments
 - Accessibility for Ontarians with Disabilities Act (AODA)
 - Town of Tecumseh Policy 32 – Stop Sign Policy

4.0 Definitions

- 4.1 “Requestor” is defined as a resident of the Town of Tecumseh who resides, owns property or a business within the affected neighbourhood.
- 4.2 “Connectivity/Desired Pedestrian Line” is defined as facilitating connectivity between crosswalks and sidewalks and/or trail networks.
- 4.3 Pedestrian Crossing Systems, fully defined in Table 5 in the OTM Book 15, are summarized as:
- Full Traffic Signals are used to alternate the right-of-way between conflicting streams of vehicular traffic, or vehicular traffic and pedestrians crossing a roadway, with maximum safety and efficiency.
 - Intersection Pedestrian Signals (IPS) are traffic control signal systems that are dedicated primarily to providing traffic gaps for pedestrian right-of-way installed as pedestrian signals at intersections.
 - Mid-block Pedestrian Signals (MPS) are traffic control signal systems that are dedicated primarily to providing traffic gaps for pedestrian right-of-way installed as pedestrian signals at mid-block pedestrian crossings.
 - Pedestrian Crossovers (PXO):
 - a) Level 1 Type A PXO is distinctly defined by the use of regulatory and warning signs, flashing amber beacons, and pavement markings prescribed and illustrated by Ontario Regulation 402/15. This treatment system uses internally illuminated overhead warning signs.
 - b) Level 2 Type B PXO is distinctly defined by the prescribed use of regulatory and warning signs, rapid rectangular flashing beacons (RRFB), and pavement markings prescribed and illustrated by Ontario Regulation 402/15. The system uses both the side-mounted and overhead regulatory signs.
 - c) Level 2 Type C PXO is distinctly defined by the prescribed use of regulatory and warning signs, RRFB, and pavement markings prescribed and illustrated by Ontario Regulation 402/15. The system uses only side-mounted regulatory signs.
 - d) Level 2 Type D PXO is distinctly defined by the prescribed use of regulatory and warning signs, and pavement markings prescribed and illustrated by Ontario Regulation 402/15. The system uses only side-mounted regulatory signs and does not require flashing beacons.

- STOP Controlled Intersections using STOP / All-Way STOP signs as a form of traffic control to assign and regulate right-of-way at intersections with the potential for conflict. Vehicles approaching a STOP in advance of a crosswalk are required to stop at the stop bar, thereby, yielding to vehicular traffic and pedestrians whose arrival preceded theirs before proceeding.
- Yield Controlled Intersections use YIELD signs as a form of traffic control to assign and regulate right-of-way at intersections with the potential for conflict. Vehicles approaching a YIELD sign in advance of a crosswalk on an intersection are required to slow down or stop when necessary to yield the right-of-way to pedestrians before entering the crosswalk.

5.0 Procedure

- 5.1 The steps included in Figure 1 - Pedestrian Crossing System Flow Chart shall be followed by PWES staff upon a request for a pedestrian crossing. The most current version of the OTM manuals shall be referred to while following the flow chart.
- 5.2 A Pre-Screening Assessment shall be completed to check whether a pedestrian crossing system of any type is warranted at a location. The pre-screening activities shall include the following:
- Confirm the road authority. If the road authority is not the Town, the request shall be referred to the correct road authority, and no further action will be taken by PWES staff;
 - Review of past known information about the location. If the location has been reviewed within the last 3-years and no characteristics of the road has changed, and it was determined that a crossing was not warranted, no further action will be taken at this time;
 - Review the classification of the road. If the road is classified as a local road as defined in the most recent Tecumseh Transportation Master Plan, then warrants for vehicle counts as defined in the OTM Book 15 will not be met, therefore no further action will be taken;
 - Review the distance of the requested crossing to existing controlled intersections. If the distance is less than 200-metres, generally no further action will be taken. The exception to this is if there is BOTH a warrant for PXO AND a connectivity/desired pedestrian line to consider, see definitions above. The connectivity/desired pedestrian line shall be determined by the Director, PWES;

-
- The Director, PWES, shall retain the full authority to decline to move forward, and;
 - The Director, PWES, shall retain the full authority to proceed to the detailed analysis, thereby skipping the next step, the Community Support Petition, based on engineering experience.

5.3 Confirming community support is the next step:

- Should the pre-screening assessment indicate that the request can move forward, the next step is to ensure community support. A petition, favourably signed by at least 60 percent of the residents within a 300-metre radius of the requested pedestrian crossing system, will be required for the request to move forward to the next step;
- The PWES staff will provide a petition form and a map depicting all the parcels/properties that fall within the 300-metre radius of the site to the requestor. The requestor shall be responsible for collecting the required signatures;
- Each household is represented by one signature, regardless of the number of people residing in the household, and;
- Failure to meet the 60 percent support level will result in the termination of any further investigation.

5.4 If the above steps indicate the request should proceed to detailed analysis, Figure 1 - Pedestrian Crossing System Flow Chart shall be followed, with each step documented. The steps in the flowchart are to follow the most recent volume of the OTM Books 5, 12 and 15.

5.5 Should a pedestrian crossing system of any type be deemed warranted based on Figure 1 - Pedestrian Crossing System Flow Chart, a preliminary budget estimate shall be prepared, along with a short memo describing the detailed analysis and findings by PWES staff, and provided to the Director, PWES.

5.6 At the end of each calendar year, PWES will bring a report to Council, summarizing all traffic-related recommendations, including those governed by this policy, if any. The report will also recommend that the works be included as part of the annual PWES Capital Works Plan, for the following calendar year(s).

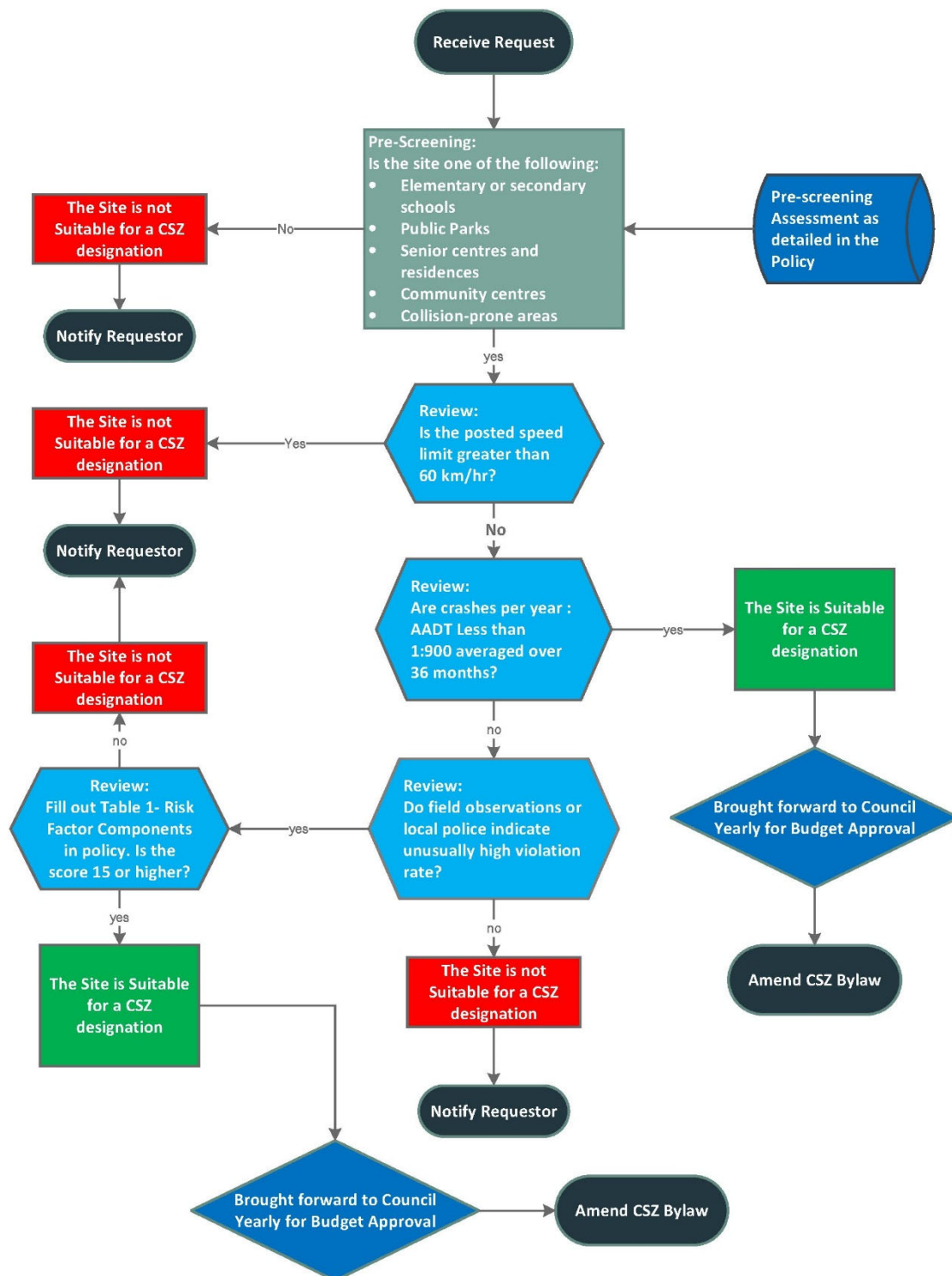


Figure 1 - Pedestrian Crossing System Flow Chart

6.0 Administration & Review

- 6.1 Policy 124 shall be administered by the Department of Public Works & Engineering Services and subject to periodic review, at the direction of the Director, PWES.



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number: 002

Effective Date: September 22, 2020

Supersedes: PPC 02/11 – February 22, 2011
SCM November 12, 2013 (SCM-06/13)
RCM May 26, 2015 (RCM 173/15)
RCM May 24, 2016 (RCM 196/16)
RCM August 13, 2019 (RCM 252/19)

Approval: PPC September 22, 2020 (PPC 07/20)
RCM November 10, 2020 (RCM 335/20)

Subject: Awards Policy

1.0 Purpose

- 1.1 The general purpose of this Policy is to establish a process and timeline for submitting nominations and selecting recipients bi-annually for the Dr. Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award and Youth of the Year Award.

2.0 Definitions

- 2.1 “Dr. Henri Breault Community Excellence Award” shall mean an award established to recognize a person, community group, organization, and/or business that has displayed continued dedication and perseverance to a cause or causes that have ultimately benefited the citizens of the Town of Tecumseh and the general public at large.
- 2.2 “Donald “Donny” Massender Memorial Volunteer Award” shall mean an award established to recognize a person, community group, organization, and/or business that has made exceptional contributions to the citizens of the Town of Tecumseh or the public at large and is well-known for their work as an outstanding fundraiser, advocate, and supporter of charitable organizations.

2.3 “Senior of the Year Award” shall mean an award established to recognize one outstanding local person, community group, organization, and/or business that has enriched the social, cultural, or civic life of the Town of Tecumseh without thought of personal or financial gain.

2.4 “Youth of the Year Award” shall mean an award established to recognize a person, 23 years of age and under, or a youth organization, that has enriched the social, cultural, or civic life of the community which has ultimately benefited the citizens of the Town of Tecumseh and the general public at large without thought of personal or financial gain.

3.0 Nominations

3.1 Nominations for the Dr. Henri Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award and Youth of the Year Award will be called bi-annually by the Clerk.

3.2 Notice of the call for nominations for each of the Awards will be posted to the Town’s website and social media; and displayed on the Town’s LED sign. Other advertising measures will be at the discretion of the Clerk.

3.3 Persons wishing to submit a nominee for the Dr. Henri Breault Community Excellence Award, Donald “Donny” Massender Memorial Volunteer Award, Senior of the Year Award or Youth of the Year Award must complete the online Nomination Form on the Town’s website.

3.4 Nomination Forms shall include the following information and supporting materials:

- a) Detailed contact information about the person being nominated;
- b) Detailed contact information about the person submitting the nomination;
- c) A summary (maximum 100 words) indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate;
- d) A detailed description of the nominee and his/her achievements including background/history;
- e) Written testimonials (original and signed) from at least two (2) additional persons who can attest to the value and impact of the nominee’s achievements;

- f) Additional information and material in support of the nomination (i.e.: other testimonial letters that add substance to the nominee's achievements, publications, media stories, tributes, etc.), if available. The additional materials should provide new information and insight into the nature of the nominee's achievements.

- 3.5 Administration will assist with support to complete a nomination application, if deemed necessary. An incomplete application without the defined supporting materials noted above will be deemed an incomplete application and not be considered for the award.
- 3.6 Nomination forms can be amended from time to time by the Clerk or designate.
- 3.7 No person shall receive an Award posthumously.
- 3.8 All personal information will be treated in confidence and protected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.

4.0 Selection

Awards Review Committee: As a Committee of Council the Awards Review Committee will be appointed in accordance with its Terms of Reference and the Procedural By-law. In the year of recognizing Town Awards, the Clerk will conduct a Call for Applications and convene the Awards Review Committee to meet, review, discuss and select award recipients based on the nominations submitted for the four (4) Town Awards.

- 4.1 The Clerk's Call for Applications will be posted for a three (3) week period, and discretion is given to the Clerk, or designate, to extend the application deadline if there are insufficient number of applicants for the committee.
- 4.2 All submitted committee applications will be reviewed for completeness by staff and circulated by administrative report to the Awards Review Committee for review, discussion and selection of recipients. The Committee may go into closed session when permitted by the *Municipal Act, 2001*, Section 239 (2).
- 4.3 The Clerk, or designate, will notify all submitted applicants of the Committee's decision.
- 4.4 The Clerk will notify all award recipients and will schedule a Town Awards Recognition ceremony to be held at an upcoming regular meeting of Council

- 4.5 All Committee members shall adhere to the Committee's Terms of Reference as appended as Schedule A and the requirements of the Town's procedural by-law. The scope of the Committee is to provide recipients for each award as recommendation to Council. The role of Council is to support and approve the recommendations of the each award recipient from the Committee. Recommendations from the Committee on award recipients will be circulated through the approval of the Committee minutes by Council resolution.
- 4.6 The Award recipients and the respective persons submitting their nominations will be notified of Council's decision within five (5) working days by phone and in writing.

5.0 Investiture

- 5.1 The Dr. Henri Breault Community Excellence Award, Donald "Donny" Massender Memorial Volunteer Award, Senior of the Year Award and Youth of the Year Award will be presented at a ceremony to be held at a upcoming a Regular Council Meeting as a delegation.
- 5.2 Each of the Award recipients will receive a personalized plaque in recognition of their bestowment.
- 5.3 The name of the recipient of the Dr. Henri Breault Community Excellence Award will be placed on the Dr. Henri Breault Memorial prominently displayed at the Tecumseh Arena.
- 5.4 The name of the recipient of the Donald "Donny" Massender Memorial Volunteer Award will be placed on the Don Massender Memorial prominently displayed at Tecumseh Town Hall.
- 5.5 The recipient of the Donald "Donny" Massender Memorial Volunteer Award will be nominated for the June Callwood Outstanding Achievement Award for Volunteerism in Ontario and the Ontario Medal for Good Citizenship, if applicable; and if the Award Nominator provides the information required for these Provincial Awards for Administration to submit by each respective award deadlines.
- 5.6 The recipient of the Senior of the Year Award will be nominated for the Ontario Senior of the Year Award and the Senior Achievement Award, if applicable and if the information required for these Provincial awards is received by the Award nominator for Administration to submit by the award deadline.

1. Purpose

The Town of Tecumseh Awards will be presented biennially as a means of celebrating citizen and community efforts. The Awards will be selected and presented based upon the review and related recommendations of the nomination applications received by the Legislative & Clerk Services Department. The purpose of the Awards Review Committee is to review, evaluate and make recommendations on the nominations submitted for the four (4) Town Awards and to provide Council with recommendations on the recipient(s) for each award.

This Committee aligns with the following Strategic Priority identified in the 2023-2026 Strategic Plan:

- **Service Experience:** Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

The Committee shall conduct itself in an advisory capacity to Council. Committee recommendations on favoured recipients will be considered by Council, however, ultimately the awards are at the discretion of Council. The Committee will meet to review, discuss and consider the nominations submitted every 2 years, with meetings generally held in the Spring.

2. Scope

The Town of Tecumseh Awards will be presented by Council biennially as a means of celebrating citizen and community efforts. Awards adjudication will be based upon nominations received, with recommendations provided to Council for consideration. Awards will be presented at a Regular Council meeting in June to acknowledge the recipients.

The mandate of the Award Review Committee is to:

- Act in an advisory capacity by considering and evaluating Nomination Applications related to the Town awards ;
- Make recommendations on recipient(s) for each award;
- Act as an advocate for the Town's Awards and generally champion the Town Awards program, through various types of public engagement.

- Provide feedback to Administration on the Town Awards program and review process, as requested.

3. Membership

The Awards Review Committee will be comprised of:

- Five (5) appointed members of the local community who are residents, business owners, have experience or prior experience in the non-profit sector or are community volunteers that are over the age of 18 years who wish to serve and are prepared to commit the time required for this committee. Members may not be an employee of the Town or a sitting member of Town Council.
- The call for applications and appointments for this Committee shall adhere to the Town's Committee/Board Application and Appointment Policy No. 4.
- In making appointments to this Committee, Council may give consideration to appointing members who are representative of each of the five (5) wards in Tecumseh. The term of membership will coincide with the current term of Council.

4. Remuneration.

Remuneration for Committee members consists of \$100 per meeting stipend.

5. Meeting and Reporting

The Awards Review Committee will be administered through the Legislative & Clerk Services Department.

This Committee will generally have one to two meetings to complete its mandate for each Awards cycle.

The scheduling of a meeting will be coordinated through the Legislative & Clerk Services Department. Meeting notice, circulation of agendas and minutes, and meeting procedures will adhere to the Town's Procedural By-law.

Committee meetings shall have recorded minutes and be circulated on the Regular Council Agenda. An administrative report with the committee's recommendations on award recipients will be provided to Council so that Council may vote on the recommendations.

All Award Review Committee meetings shall be held in public open session. However a Committee meeting may be closed to the public or proceed into

closed session if the subject matter being considered is one of the exceptions permitted by Section 239(2) and (3) of the *Municipal Act*, 2001, as amended. To determine if an agenda item is to be discussed in closed session, consultation with the Clerk prior to the meeting is required.

6. Staff Resources

The Awards Review Committee will be administered through the Director Legislative Services & Clerk. The Legislative & Clerk Services Department will provide administrative assistance through the Deputy Clerk & Manager Legislative Services with the preparation of the Committee's agendas and minutes, and general record keeping.

7. Review of Terms of Reference

These terms of reference take effect as of April 9, 2024, and shall be reviewed and updated from time to time by the Committee on the advice of the Director Legislative Services & Clerk.

Police Services Board for the Town of Tecumseh

Minutes

Date: Thursday, March 28, 2024
Time: 4:30 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

Mayor, Gary McNamara
Councillor, Rick Tonial
Member, Marc Gomes
Chair, Christopher Hales
Vice-Chair, Paul Sweet

Also Present:

OPP Inspector Angela Ferguson
OPP Staff Sergeant, Jamie Smith
Secretary, Margaret Misek-Evans, CAO
Recording Secretary, Ellen Preuschat

Others:

Councillor, James Dorner
Councillor, Brian Houston

A. Call to Order

Chair Christopher Hales called the meeting to order at 4:43 pm. The *Community Safety and Policing Act, 2019* comes into effect on April 1, 2024 so this is the final meeting of the Tecumseh Police Services Board.

B. Roll Call

Chair Hales welcomed two members of Town Council, Councillor Brian Houston and Councillor James Dorner, who were in attendance to recognize the Board's final meeting.

C. Disclosure of Pecuniary Interest

There was no pecuniary interest declared by a member of the Board.

D. Approval of the Agenda

Motion: PSB - 11/24

Moved by Councillor Rick Toniai

Seconded by Mayor Gary McNamara

That the Agenda for the Police Services Board Meeting, dated Thursday, March 28, 2024, as duplicated and delivered to the members thereof, **be accepted**.

Carried

E. Approval of the Previous Minutes

1. Police Services Board Regular Meeting - February 15, 2024

Motion: PSB - 12/24

Moved by Member Marc Gomes

Seconded by Vice-Chair Paul Sweet

That the Regular Minutes of the February 15, 2024 Police Services Board Meeting, as duplicated and delivered to the members thereof, **be adopted**.

Carried

F. OPP Monthly Report

Staff Sgt. Jamie Smith provided a summary of the OPP Report for the months of January and February 2024.

1. OPP Police Services Board Monthly Overview - January - February 2024

2. OPP Report to Tecumseh PSB - January - February 2024

Motion: PSB - 13/24

Moved by Mayor Gary McNamara

Seconded by Councillor Rick Toniai

That the OPP Report for the months of January and February 2024 **be received**.

Carried

G. Reports

1. CAO-2024-02 OPP Detachment Board - Appointments

2. CAO-2024-03 OPP Detachment Board - Administration

Motion: PSB - 14/24

Moved by Member Marc Gomes
Seconded by Vice-Chair Paul Sweet

That the reports "CAO-2024-02 OPP Detachment Board Appointments" and "CAO-2024-03 OPP Detachment Board - Administration" **be received.**

Carried

H. Communications - Action Required

There were no Communications - Action Required presented to the board.

I. Communications - For Information Purposes**1. Ministry of the Solicitor General dated January 26, 2024**

Re: All Chiefs Memo 24-005 re New Mandatory Online Learning for the Public Safety Sector

Motion: PSB - 15/24

Moved by Councillor Rick Tonial
Seconded by Mayor Gary McNamara

That correspondence detailed as Item 1, Communications for Information, **be received.**

Carried

J. Old Business**1. Transition to OPP Detachment Board**

Re: CAO Report

CAO Margaret Misk-Evans reported on progress towards establishing the Essex County OPP Detachment Board (North):

- Essex, Lakeshore and Tecumseh have all completed their Council and Community appointments.
- Provincial appointments will be made by the Appointments Secretariat after April 1.
- The first meeting is scheduled for April 22.
- Recommendations regarding Administration were approved by Council and are awaiting ratification by Lakeshore and Essex. The intention is to hire a part time Administrative Support to the board (subject to agreement by the other two municipalities).

- The Detachment Board regulation is not available yet, and the Ministry of the Solicitor General is taking a flexible approach to this transition period. There will be continuity in policing services.

Mayor McNamara thanked the senior administrators from Tecumseh, Lakeshore and Essex for the tremendous amount of work carried out to date on the development of the detachment board.

K. Closing Recognition

1. Chair and Members Remarks

Councillor Tonial spoke about his lifetime involvement with policing, commitment to public safety, and pride in what the Tecumseh detachment has accomplished. He thanked Staff Sgt. Smith for his leadership, as well as the board members, the CAO and Recording Secretary.

Member Marc Gomes said it has been an honour to serve as a board member since 2019 and particularly thanked Recording Secretary Ellen Preuschat for her assistance and support over the years and CAO Marg Misek-Evans for her leadership. He also expressed appreciation to the OPP for their commitment in always putting the safety of citizens first.

Vice Chair Paul Sweet observed that his 48 years of involvement with law enforcement have given him a great appreciation for the professionalism and amount of work required to bring area municipalities in line with the new Act. He also thanked the board members for their friendship.

Chair Christopher Hales, a board member since 2010 and Chair since 2012, reflected on the changes that occurred during his tenure, including the growth in stature of the Ontario Association of Police Services Boards, its white paper on POA Fines, and the Morden report following the G7 Summit in Toronto. He thanked the Mayor for his participation in the Future of Policing Advisory Committee (FPAC) that led to legislative changes in Ontario. The new Act will bring about significant change, with an emphasis on enhanced training and the implementation of measurable standards and goals for detachment commanders.

2. OPP Remarks

Essex County OPP Inspector Angela Ferguson thanked the board for its support over the years, and particularly for always recognizing the hard work of all frontline officers. She looks forward to working with the new detachment board.

Staff Sgt. Jamie Smith thanked the board for bringing community issues of concern forward. He is grateful to Mayor McNamara for speaking out in support of frontline officers, messaging that is always appreciated by all the detachment members.

3. Mayor and Council Remarks

Mayor Gary McNamara acknowledged the service of all Council and Community board members since the establishment of the board in 1999, as they all contributed to the enhancement of public safety and strengthened community-police relations in Tecumseh. He thanked the Chair, Vice Chair and board members for their years of committed service, as well as the CAO and Recording Secretary for strong administrative support. Mayor McNamara added that a number of Council members were unable to attend the meeting but asked that he extend appreciation on their behalf. (A small gift was provided to each of the board members.)

Councillors Brian Houston and James Dorner thanked the board, administration and OPP for their service in keeping our community safe.

4. CAO Remarks

CAO Margaret Misk-Evans noted that this meeting marks an historic moment, with the end of the *Police Services Act, 1990* and the Town's Police Services Board. She stated it has been a pleasure to work with the board for the past five years and thanked the OPP for their responsiveness and collaboration. Ms. Misk-Evans closed with the presentation of a gift to the Recording Secretary Ellen Preuschat for her 17 years of diligent service to the board.

L. Adjournment

Motion: PSB - 16/24

Moved by Member Marc Gomes

Seconded by Councillor Rick Tonial

That there being no further business to discuss, the Thursday, March 28, 2024 meeting of the Tecumseh Police Services Board **adjourn** at 5:45 pm.

Carried

Gary McNamara, Mayor

Margaret Misk-Evans, Secretary



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

Date: Monday, February 12, 2024
Time: 6:00 pm
Location: Tecumseh BIA Office
12122 Tecumseh Rd. E. Unit 2
Tecumseh, ON

Present:
Chair, Director Leo Demarce
Director, Lauren Carcelen
Treasurer, Director Sandra Zanet
Councillor, James Dorner
Director Eddy Hammoud
Director, Josh Shepley
Director Jules Champoux

Absent:
Councillor, Brian Houston (liaison)

Also Present:
BIA Coordinator, Kim McFadden

A. Call to Order

The meeting is called to order at 6:10 pm by Leo Demarce, Chair.

B. Roll Call

C. Disclosure of Pecuniary Interest

There are no disclosures at this meeting.

D. Delegations

There are no delegations presented to the Board.

E. Communications

1. TOTBIA Board of Management Meeting Minutes

Motion: BBM- 06/24

Moved by Lauren Carcelen

Seconded by Sandra Zanet

That the October 18, 2023 and November 15, 2023 and amended minutes of the Town of Tecumseh Business Improvement Area (TOTBIA) as were duplicated and delivered to the members, **be adopted**.

Carried

F. Supplementary Agenda

There are no supplementary agenda items presented to the Board.

G. Reports

1. Chair Report

The 2024 Operating Budget is reviewed and worked on with the Board. A transfer from the operating account to the reserve account to be made.

2. Treasurer Report

January 2024 Financials are presented to the Board as appended on the agenda.

Motion: BBM- 07/24

Moved by Sandra Zanet

Seconded by Eddy Hammoud

That the January 2024 financials of the TOTBIA as presented, **be approved**.

Carried

3. Coordinator Report

The Coordinator provides a Tecumseh Lakeshore Economic Development update to the Board.

4. Council Report

Councillor James Dorner advises on the format and timing for submission of the BIA budget to Council. He indicates that a BIA summary will be provided at the next Regular Council meeting in March.

5. Committee Reports

a. Marketing Committee

ESConsulting has been working on the February “Love Local, Love Tecumseh” campaign that features businesses owned by couples and their story to keep in line with a Valentine’s Day theme, and is planning March break and Easter community event promotions.

Banners for the TOTBIA main street are on hold pending discussion with the town.

b. Membership Committee

The membership committee is planning to update TOTBIA businesses lists. ESConsulting will send an email to businesses to gather updated information, and visits to businesses will be made at a future date.

c. Beautification Committee

Planters for the TOTBIA main street are on hold pending discussion with the town.

d. Events Committee

The event committee's top three priorities for 2024 are business mixers, night market, and a joint event/collaboration with the Optimist Club of St. Clair Beach.

A request for donations towards gift baskets will be sent to members, with the option to donate Tecumseh Dollars for inclusion with raffle items as well.

e. Governance Committee

The governance committee will meet before the next board meeting to discuss purchasing, incorporating credit card and reviewing statement, I.T. management, meal allowance, and direct deposit.

Selection of Officers for 2024.

Motion: BBM- 08/24

Moved by Eddy Hammoud
Seconded by Josh Shepley

That BIA Officers and their respective roles for 2024 be Leo Demarce as Chair, Laura Carcelen as Vice Chair and Sandra Zanet as Treasurer, be approved provided those individuals elected continue to uphold the responsibilities of their respective roles.

Carried

6. Tecumseh Dollars

Transfer of funds deposited into an online “wallet” where Tecumseh Dollars will be purchased from is completed.

H. Unfinished Business

Outstanding nonrefundable deposit with Windsor Rock Gym - Kim McFadden will enquire regarding changing to gift card.

Bookkeeper payment - Kim McFadden will follow-up regarding preferred method.

I. New Business

1. Ontario Business Improvement Area Association (OBIAA) Annual Conference

Motion: BBM- 09/24

Moved by Jules Champoux

Seconded by Josh Shepley

That the early group registration for the OBIAA conference be authorized for three members: Chair, Leo Demarce, Councillor Brian Houston, and BIA Coordinator Kim McFadden, with the option to add another, for \$825 (plus fees and taxes) per member prior to March 1, 2024;

And that hotel accommodations (\$189-209/night) to be booked prior to March 28th, and transportation either train or mileage be determined.

Carried

J. Next Meeting

The next regular general meeting is scheduled on March 20, 2024 at 6:00 pm.

K. Adjournment

Motion: BBM- 10/24

Moved by Eddy Hammoud

Seconded by Jules Champoux

That there being no further business, the Monday, February 12, 2024 meeting of the Town of Tecumseh Business Improvement Area (TOTBIA) **be adjourned** at 8:50 pm.

Carried

Leo Demarce, Chair

Kim McFadden, BIA Coordinator



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: April 9, 2024

Report Number: DS-2024-09

Subject: Holding (H) Zone Symbol Removal
Petcon Realty Corp. (Petretta Hotel Development)
1600 Sylvestre Drive
OUR FILE: D19 PETHOT

Recommendations

It is recommended:

That a by-law having the effect of amending Zoning By-law 85-18 by rezoning a 1.75 hectare (4.33 acre) parcel of land on the south side of County Road 22, immediately west of the Sylvestre Drive terminus (1600 Sylvestre Drive) from “Holding General Commercial Zone (H) C1-10” to “General Commercial Zone (C1-10)” in order to facilitate the construction of a hotel along with a separate commercial building on the subject area, in accordance with a recently executed site plan control agreement and in keeping with DS-2024-09, **be adopted**.

Background

Property Location and Proposed Application

Petcon Realty Corp. (“Owner”) owns a 6.77 hectare (16.72 acre) property situated on the south side of County Road 22, immediately west of the Sylvestre Drive terminus (1600 Sylvestre Drive) (see Attachment 1). The Owner is proposing to remove the Holding (H) zone symbol on the northern 1.75 hectare (4.33 acre) portion of the parcel (“the subject area”) to change the zoning from “Holding General Commercial Zone (H)

C1-10” to “General Commercial Zone (C1-10)”. The proposed Holding (H) zone removal will permit the construction of a hotel along with a separate commercial building on the subject area, in accordance with a recently approved site plan and executed site plan control agreement.

Recent Planning Approvals

Zoning By-law Amendment

In July of 2023, Council adopted a Zoning By-law amendment that rezoned the subject area from “Agricultural Zone (A-33)” to a site-specific “Holding General Commercial Zone (H) C1-10”, to facilitate the construction of the commercial development. Until the Holding (H) symbol is removed, only agricultural and existing uses are permitted.

Site Plan Control Approval

In March of 2024, the Applicant obtained final approval of all site plan design, site-servicing and landscaping drawings required for the site plan control agreement. A site plan agreement, as prepared by Town Solicitor, Ed Hooker, was finalized and executed by Town Administration and the Owner. As part of the site plan control approval requirements, the Applicant was required to submit all necessary security deposits and sign the agreement and associated insurance documents. The executed site plan control agreement permits the construction of the following items (see Attachment 2):

- a 142-room, five-storey hotel having a building footprint of 1,707 square metres (18,374 square feet) occupying the eastern portion of the subject area. The hotel will include on-site amenities such as a pool and fitness facilities. In addition to the hotel, a 1,003 square metre (10,800 square foot) one-storey commercial building that will occupy the westerly portion of the subject area is proposed;
- vehicular access from the westerly terminus of Sylvestre Drive by way of a private driveway; and
- 215 on-site parking spaces, along with loading areas associated with the proposed hotel and commercial building.

Comments

Zoning

As noted, the 1.75 hectare (4.33 acre) subject area is currently zoned “Holding General Commercial Zone (H) C1-10” (see Attachment 3). The C1-10 zone permits the

development as contemplated by the executed site plan agreement, pending formal removal of the Holding (H) zone symbol. The removal of the Holding (H) zone symbol is contingent on the Applicant obtaining site plan control approval from the Town, in accordance with Subsection 10.3 of the Tecumseh Official Plan ("Tecumseh OP").

The *Planning Act* establishes that only the Owner (and any other person/agency that has specifically requested notification) shall be provided with a notice of Council's intent to remove a Holding (H) symbol. Such a notice is being provided in advance of the April 9, 2024, Regular Council meeting, at which meeting a Holding (H) removal by-law will be included on the agenda for Council's consideration.

Summary

Based on the foregoing and in consultation with Town Administration, the Owner has filed an application seeking the removal of the Holding (H) zone symbol on the subject area in order for building permits to be formally released. It is recommended that Council authorize the passing of a by-law to remove the Holding (H) symbol that currently applies to the subject area in accordance with the provisions of the *Planning Act* and Subsection 10.3 of the Tecumseh OP.

Consultations

None.

Financial Implications

None.

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:

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

Attachment Number	Attachment Name
1.	Property Location Map
2.	Approved Site Plan
3.	Zoning Map



Prepared By:
Development Services



Legend:



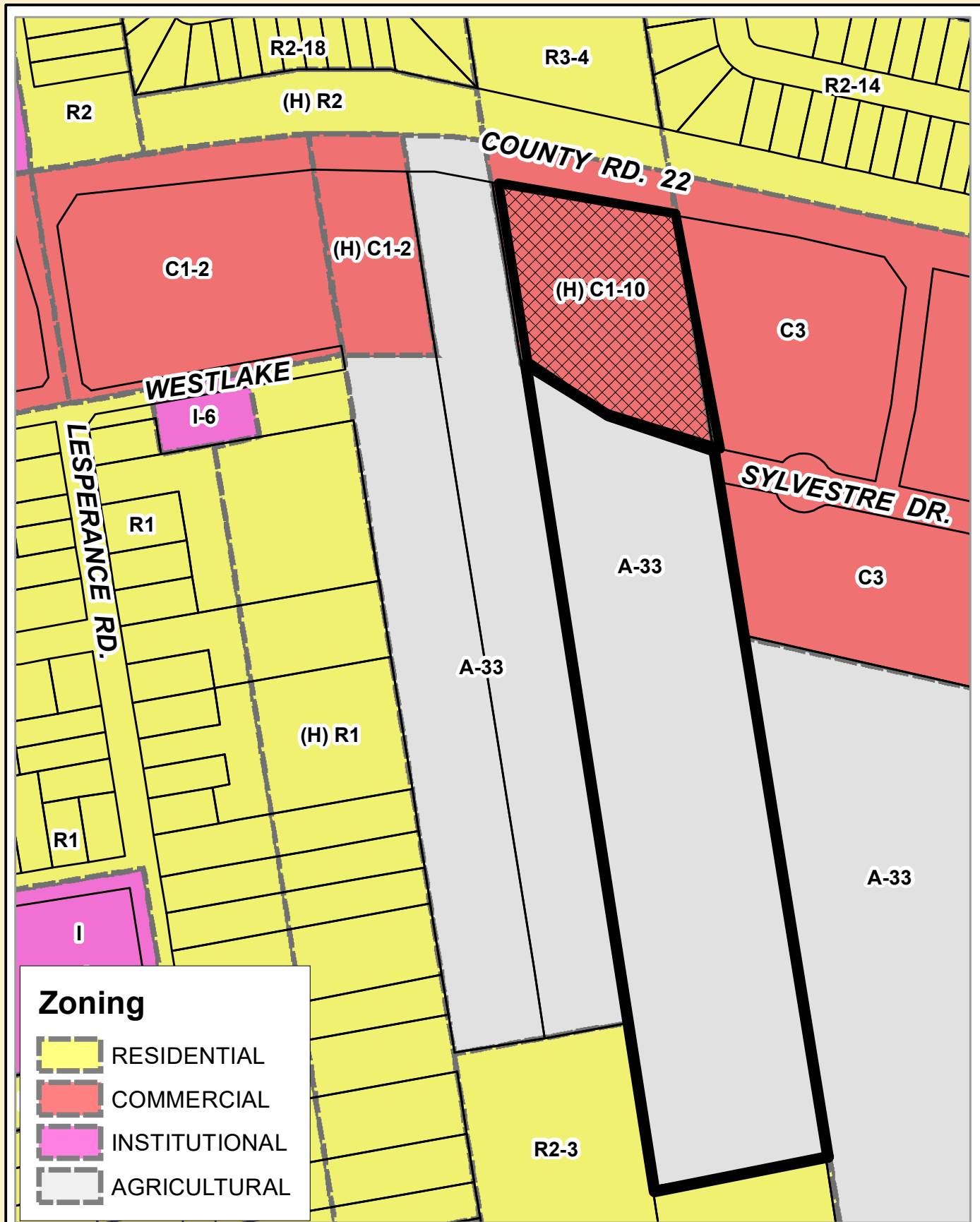
Subject Property



Portion of Property
Subject to (H) Zone Removal

Attachment 1, DS-2024-09
(H) Zone Removal
1600 Sylvestre Drive
Property Location







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: April 9, 2024

Report Number: PWES-2024-23

Subject: Speed Management and Traffic Calming Policy 126 – Update

Recommendations

It is recommended:

That Report PWES-2024-23 Speed Management and Traffic Calming Policy 126 – Update **be received**;

And that Policy 126 in Attachment 1 to Report PWES-2024-23 Speed Management and Traffic Calming Policy 126 – Update **be adopted**.

Background

At the March 26, 2024 Policies & Priorities Committee Meeting, the Committee received report [PWES-2024-21](#) Speed Management and Traffic Calming Policy 126, and approved the following motion (Motion: PPC-06/24):

That Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 **be received**;

And that Policy 126 in Attachment 1 to Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 **be revised** to allow the Director PWES to initiate the data collection and analysis process under the policy for road segments where historical data has identified speeding concerns;

And that the Traffic Calming Policy, as amended, be recommended for **approval and adoption** by Council at the April 9, 2024 Regular Council Meeting.

Comments

All aspects of the Speed Management and Traffic Calming Policy that was presented to the Policies and Priorities Committee at the March 26, 2024 meeting remain intact. As directed by the Committee, the updated policy in Attachment 1 includes a new provision for the Director PWES to initiate a request and follow a streamlined process for data collection and analysis to determine if traffic calming features are warranted for a given road segment. The Director PWES Initiated Process is depicted in Figure 2 of Attachment 1.

These revisions to the policy will provide a proactive approach and opportunity for the Director PWES to initiate Policy 126 on road segments where historical data collection has previously indicated speeding concerns.

Consultations

SSL Project Services Inc.

Financial Implications

There are no direct 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:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Policy 126 – Speed Management and Traffic Calming
2	Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 (as presented to the Policies & Priorities Committee on March 26, 2024)



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	126
Effective Date:	Click here to enter a date.
Supersedes:	Click or tap here to enter text.
Approval:	Click or tap here to enter text.
Subject:	PWES-2024-23 Attachment 1 - Speed Management Traffic Calming Policy 126 v2.docx

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1. Purpose

- 1.1 The purpose of this policy is to establish a process to manage speed and implement traffic calming measures on roads within the Town of Tecumseh.
- 1.2 This policy shall provide step-by-step guidance to Public Works & Engineering Services (PWES) staff for determining the need for traffic calming and the implementation of traffic calming measures or an alternative response.

2. Authority

- 2.1 Decision-making authority for the Speed Management and Traffic Calming (SMTTC) Policy shall be delegated to the Director, Public Works & Engineering Services.

3. Related Documents

- 3.1 This Policy is prepared in accordance with the following:
 - 3.1.1 Speed Mitigation Guideline 2020, prepared by Dillon Consulting Limited for the Town of Tecumseh;
 - 3.1.2 Ontario Highway Traffic Act (HTA);
 - 3.1.3 The Canadian Guide to Traffic Calming;
 - 3.1.4 Accessibility for Ontarians with Disabilities Act (AODA);
 - 3.1.5 Geometric Design Guide for Canadian Roads;
 - 3.1.6 Traffic Calming Measures Fact Sheets – Institute of Transportation Engineers;
 - 3.1.7 Town of Tecumseh Transportation Master Plan, and;
 - 3.1.8 Town of Tecumseh Complete Streets Design Handbook.
 - 3.1.9 Implementation of this Policy will be in conjunction with the following policies:
 - 3.1.10 Community Safety Zone Policy 123;
 - 3.1.11 Controlled Pedestrian Crossing Policy 124, and;

3.1.12 School Safety Zone Policy 125.

4. Definitions

- 4.1 Requestor: A resident of the Town of Tecumseh who resides, owns property or a business within the affected neighbourhood.
- 4.2 85th Percentile Speed: The speed at or below which 85 percent of the drivers are observed to travel in free-flow conditions at a representative location. An abundance of speeding is established using the 85th percentile speed.
- 4.3 95th Percentile Speed: The speed at or below which 95 percent of the drivers are observed to travel in free-flow conditions at a representative location. Dangerous speeding is established using the 95th percentile speed.
- 4.4 Posted Speed Limit: The speed prescribed for motor vehicles on a section of road by municipal by-law in accordance with the Highway Traffic Act.
- 4.5 Speed Study: The collection and analysis of vehicle speed data.
- 4.6 Traffic Calming: physical measures intended to reduce the negative effects of motor vehicle use, alter driver behaviour, and improve conditions for non-motorized street users. Seasonal or temporary traffic calming is defined as traffic calming measures installed on a temporary or seasonal basis. Traffic calming intends to restore streets to their intended function by installing physical devices aimed at slowing the speed of motorists to the desired speed, given the context of the street.

5. Procedure for Confirming Speed Issue

- 5.1 Flow Chart: The steps included in [Figure 1](#) shall be followed by PWES staff upon a speeding complaint which is initiated by the public. The steps outlined in [Figure 2](#) shall be followed by PWES staff if the request is initiated by the Director, PWES.
- 5.2 Pre-Screening (not applicable if Director initiated): A Pre-Screening Assessment shall be completed prior to proceeding into any analysis. The pre-screening activities shall include the following:
 - 5.2.1 Confirm the road authority is the Town. If the road authority is not the Town, the request shall be referred to the correct road authority, and no further action will be taken by PWES staff;

- 5.2.2 Review of past known information about the location. If the location has been reviewed within the last 3-years and it was determined that speed was not a problem, no further action will be taken at this time, unless something has changed such as land use or traffic patterns;
- 5.2.3 The Director, PWES, shall retain the full authority to decline to move forward, and;
- 5.2.4 The Director, PWES, shall retain the full authority to proceed to the detailed analysis, thereby skipping the next step, the Community Support Petition, based on engineering experience.
- 5.3 Desktop Study: If the Pre-assessment criteria are met, a Desktop Study will be conducted as follows:
 - 5.3.1 To establish whether the physical environment provides sufficient room for a vehicle to accelerate and decelerate to an excessive speed, the block length must be greater than 200m. Additionally, no other speed mitigation measures can be present nearby. The answer to both questions as indicated in the flow chart must be yes to proceed to the next stage;
- 5.4 Community Support (not applicable if Director initiated): If the criteria have been met for the pre-screening and the desktop study, then confirming community support is the next step as follows:
 - 5.4.1 A petition, favourably signed by at least 60 percent of the residents within a 300-metre radius of the alleged speeding problem, measured from the centre of the two nearest intersections, will be required for the request to move forward to the detailed analysis/data collection;
 - 5.4.2 The PWES staff will provide a petition form, and a map depicting all the parcels/properties that fall within the 300-metre radius of the site to the requestor. The requestor shall be responsible for collecting the required signatures;
 - 5.4.3 Each household is represented by one signature, regardless of the number of people residing in the household, and;
 - 5.4.4 Failure to meet the 60 percent support level will result in the termination of any further investigation.
- 5.5 Detailed Analysis: The speed profile of the street will be established using the following process:

5.5.1 Data will be collected using one of the following methods depending on the nature of the request:

- a. 24-hour studies – deploy Automatic Traffic Recorder (ATR) for not less than one full week and up to two full weeks.
- b. Spot studies – complete spot studies for three days during time period of interest.

5.5.2 Speeding is not an issue if:

Posted Speed Limit	85 th Percentile Speed (A)	Posted Speed +10km/hr (B)	Is B is greater than A ?
			If YES: No Speeding Issue

OR

Posted Speed Limit	95 th Percentile Speed (A)	Posted Speed +20km/hr (B)	Is B is greater than A ?
			If YES: No Speeding Issue

5.5.3 A clear speeding issue is defined as follows:

Posted Speed Limit	85 th Percentile Speed (A)	Posted Speed +15km/hr (B)	Is A is greater than B ?

	If YES: Speeding Issue
--	------------------------

OR

Posted Speed Limit	95 th Percentile Speed (A)	Posted Speed +25km/hr (B)	Is A is greater than B ?
			If YES: Speeding Issue

5.5.4 If the 85th percentile is between 10 and 15 km/hr. over the posted speed or the 95th percentile is between 20 and 25 km/hr. over the posted speed, PWES staff may choose to repeat data collection at a later date, at the discretion of the Director, PWES.

6. Speed Mitigation Options

6.1 If Speeding has been confirmed by following the procedures of this policy and [Figure 1](#) or [Figure 2](#), Potential Speed Mitigation Measures include:

6.1.1 Regulatory Modifications:

- a. Traffic calming measures as established through the School Safety Zone Policy 125.
- b. Establish a Community Safety Zone in accordance with Policy 123.

6.1.2 Other:

- a. Education Campaign (events, programs, or media campaigns to raise awareness of road safety issues)
- b. Requested Increased Enforcement

6.1.3 Physical Modifications:

- a. Traffic Calming Measures (discussed further in Section 7)

7. Procedure for Traffic Calming

- 7.1 The design and implementation of appropriate traffic calming measures will be determined by PWES staff as approved by the Director, PWES.
- 7.2 Traffic calming measures supported by the Town of Tecumseh, as detailed in the Town's Complete Street Design Handbook, are listed in [Figure 3](#), Town Accepted Types of Traffic Calming.
- 7.3 Traffic calming measures are not appropriate to be applied to all types of roadways for a variety of operational and public safety reasons. The Town's Complete Street Design Handbook provides guidance in determining which measures are appropriate for each roadway classification, as summarized in [Figure 4](#) – Traffic Calming Measures by Road Classification.
- 7.4 Traffic calming along transit routes should be recommended in consultation with the Transit authority and/or service provider.
- 7.5 When a location is identified for potential traffic calming involving vertical deflection such as speed humps, the Director of Community Safety & Fire Chief should be consulted.
- 7.6 Where feasible, temporary measures may be recommended (i.e., removable speed bumps). Temporary measures may be considered at the discretion of the Director, PWES, where the type of traffic calming measure being considered has insufficient post-implementation data to confidently gauge the effectiveness of the proposed measure(s). Six months to one year of monitoring is required before the measures are implemented with permanent materials.
- 7.7 At the end of each calendar year, PWES will bring a report to Council, summarizing all traffic-related recommendations, including those governed by this policy, if any. The report will also recommend that the works be included as part of the annual PWES Capital Works Plan, for the following calendar year(s).

8. Administration & Review

- 8.1 Policy 126 shall be administered by the Department of Public Works & Engineering Services and subject to periodic review, at the direction of the Director, PWES.

Figure 1 – Confirm Speeding Issue Flow Chart – Public Request

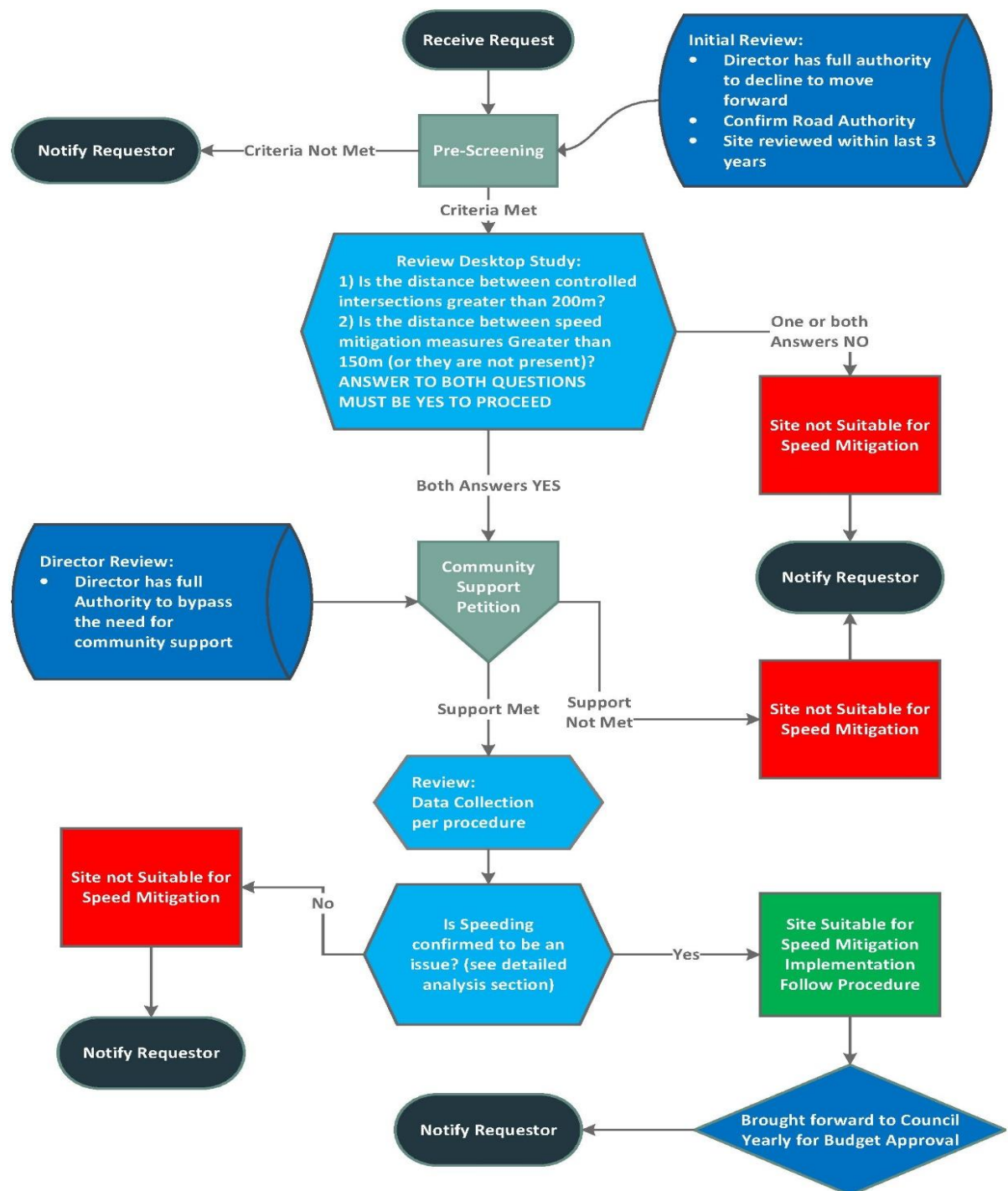


Figure 2 – Confirm Speeding Issue Flow Chart – Director, PWES Request

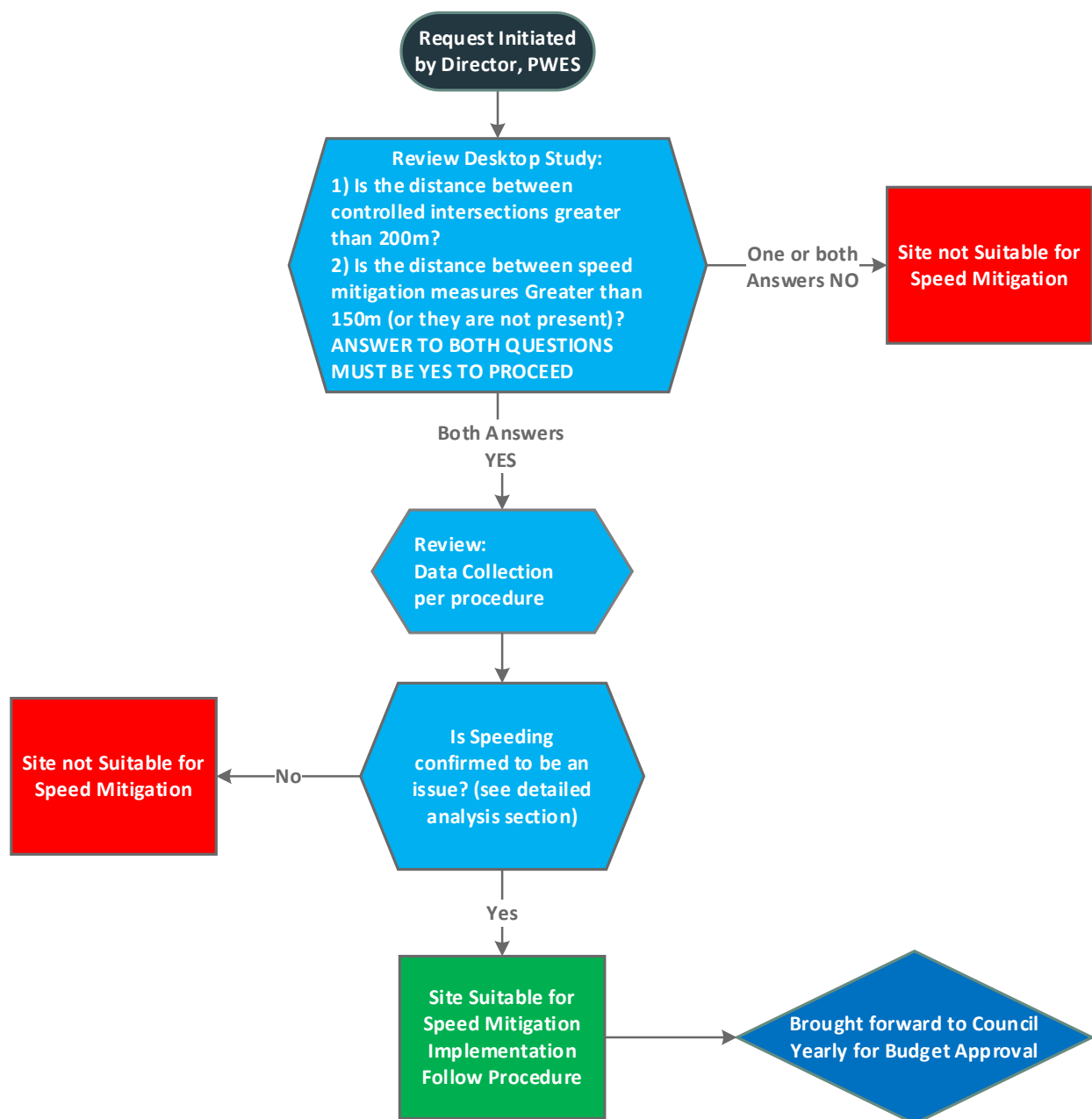


Figure 3 – Town Accepted Types of Traffic Calming



Figure 4 – Traffic Calming Measures by Road Classification

		Proposed Tecumseh Roadway Classification						
		Urban				Rural		
Traffic Calming Measure		Commercial Main Street	Minor Arterial	Collector	Local Road	Minor Arterial	Collector	Local Road
Vertical deflection	Speed hump	●	●	●	●	●	●	●
	Speed table	●	●	●	●	●	●	●
	Speed cushion	●	●	●	●	●	●	●
	Raised pedestrian crosswalk	●	●	●	●	●	●	●
	Rumble strip	●	●	●	●	●	●	●
Horizontal deflection	Curb extension	●	●	●	●	●	●	●
	Chicane	●	●	●	●	●	●	●
	Mid-block narrowing	●	●	●	●	●	●	●
	Traffic circle	●	●	●	●	●	●	●

● Appropriate measure ● Implement with caution ● Inappropriate measure



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Policies and Priorities Committee

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: March 26, 2024

Report Number: PWES-2024-21

Subject: Speed Management and Traffic Calming Policy 126

Recommendations

It is recommended:

That Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 **be received**;

And that Policy 126 in Attachment 1 to Report PWES-2024-21 Speed Management and Traffic Calming Policy 126 **be recommended for approval and adoption by Council** at the April 9, 2024 Regular Council Meeting.

Background

At the December 11, 2018 Regular Council Meeting, Council approved the recommendations within report [PWES-2018-08](#), titled “2019-2023 Public Works & Environmental Services Five Year Capital Works Plan” that authorized Administration to complete a traffic calming study (Motion: RCM-361/18). The study intended to review the general policies on traffic calming, outline the process for determining if a problem exists and the process for addressing inquiries from the public in an efficient and consistent manner.

As the study progressed, and as public inquiries were received on a variety of traffic-related issues, Administration identified several traffic-related policies and programs required to assist in handling those inquiries, which include the following:

- Speed Management and Traffic Calming Policy
- School Safety Zone Policy
- Community Safety Zone Policy
- Controlled Pedestrian Crossing Policy
- School Crossing Guard Program

This Administrative report provides key technical information and regulations relating to managing speed and implementation of traffic calming measures, where warranted, within the Town. The attached policy will provide PWES staff with a transparent and consistent process to follow.

Comments

Related Documents

This Policy is prepared in accordance with the following:

- Speed Mitigation Guideline 2020, prepared by Dillon Consulting Limited for the Town of Tecumseh;
- *Ontario Highway Traffic Act* (HTA);
- The Canadian Guide to Traffic Calming;
- *Accessibility for Ontarians with Disabilities Act* (AODA);
- Geometric Design Guide for Canadian Roads;
- Traffic Calming Measures Fact Sheets – Institute of Transportation Engineers;
- Town of Tecumseh Transportation Master Plan, and;
- Town of Tecumseh Complete Streets Design Handbook.

Implementation of this Policy will be in conjunction with the following policies:

- Community Safety Zone Policy 123;
- Controlled Pedestrian Crossing Policy 124; and
- School Safety Zone Policy 125.

Discussion

Administration receives numerous complaints related to vehicles travelling above the posted speed limit throughout the Town. It is not uncommon for residents to contact the Town with specific requests, such as speed bumps or a reduced speed limit. However, before implementing traffic calming measures at a given location, analysis is required to

first, verify that speeding is occurring at a particular location and second, analyze the appropriate traffic calming measure to implement for the given circumstance.

Accordingly, Administration has developed the Speed Management and Traffic Calming Policy 126, to demonstrate a clear process for assessing speeding complaints inclusive of a warrant analysis to aid in the selection of the preferred speed mitigation strategy, if any.

Key Steps of Procedure of Policy 126

A flow chart has been included in the policy which outlines the following key steps:

- A pre-screening assessment to confirm that the Town is the road authority and confirm if the location in question has been reviewed recently;
- A preliminary desktop study, to determine if the physical environment is suitable for further study or if a different Town policy is more appropriate to follow;
- Confirmation that there is community support through a petition favourably signed by at least 60% of the residents within a 300-metre radius of the road segment;
- Detailed analysis to confirm that the implementation of traffic calming measures is appropriate; and
- The design and selection of appropriate traffic calming measures.

Consultations

SSL Project Services Inc.

Financial Implications

There are no direct financial implications arising from this report.

If, through following the policy, traffic calming measures are warranted, the road segment will be added to a report to Council at the end of each calendar year. This report will summarize all traffic-related recommendations, including those governed by this policy. The report will also recommend that the works be included as part of the annual PWES Capital Works Plan, for the following calendar year(s).

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:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Policy 126 – Speed Management and Traffic Calming



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	126
Effective Date:	Click here to enter a date.
Supersedes:	Click or tap here to enter text.
Approval:	Click or tap here to enter text.
Subject:	Speed Management and Traffic Calming

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1. Purpose

- 1.1 The purpose of this policy is to establish a process to manage speed and implement traffic calming measures on roads within the Town of Tecumseh.

- 1.2 This policy shall provide step-by-step guidance to Public Works & Engineering Services (PWES) staff for determining the need for traffic calming and the implementation of traffic calming measures or an alternative response.

2. Authority

- 2.1 Decision-making authority for the Speed Management and Traffic Calming (SMTTC) Policy shall be delegated to the Director, Public Works & Engineering Services.

3. Related Documents

- 3.1 This Policy is prepared in accordance with the following:
 - 3.1.1 Speed Mitigation Guideline 2020, prepared by Dillon Consulting Limited for the Town of Tecumseh;
 - 3.1.2 Ontario Highway Traffic Act (HTA);
 - 3.1.3 The Canadian Guide to Traffic Calming;
 - 3.1.4 Accessibility for Ontarians with Disabilities Act (AODA);
 - 3.1.5 Geometric Design Guide for Canadian Roads;
 - 3.1.6 Traffic Calming Measures Fact Sheets – Institute of Transportation Engineers;
 - 3.1.7 Town of Tecumseh Transportation Master Plan, and;
 - 3.1.8 Town of Tecumseh Complete Streets Design Handbook.
- 3.2 Implementation of this Policy will be in conjunction with the following policies:
 - 3.2.1 Community Safety Zone Policy 123;
 - 3.2.2 Controlled Pedestrian Crossing Policy 124, and;
 - 3.2.3 School Safety Zone Policy 125.

4. Definitions

- 4.1 Requestor: A resident of the Town of Tecumseh who resides, owns property or a business within the affected neighbourhood.
- 4.2 85th Percentile Speed: The speed at or below which 85 percent of the drivers are observed to travel in free-flow conditions at a representative location. An abundance of speeding is established using the 85th percentile speed.
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- a. Traffic calming measures as established through the School Safety Zone Policy 125.
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8. Administration & Review

- 8.1 Policy 126 shall be administered by the Department of Public Works & Engineering Services and subject to periodic review, at the direction of the Director, PWES.

Figure 1 – Confirm Speeding Issue Flow Chart

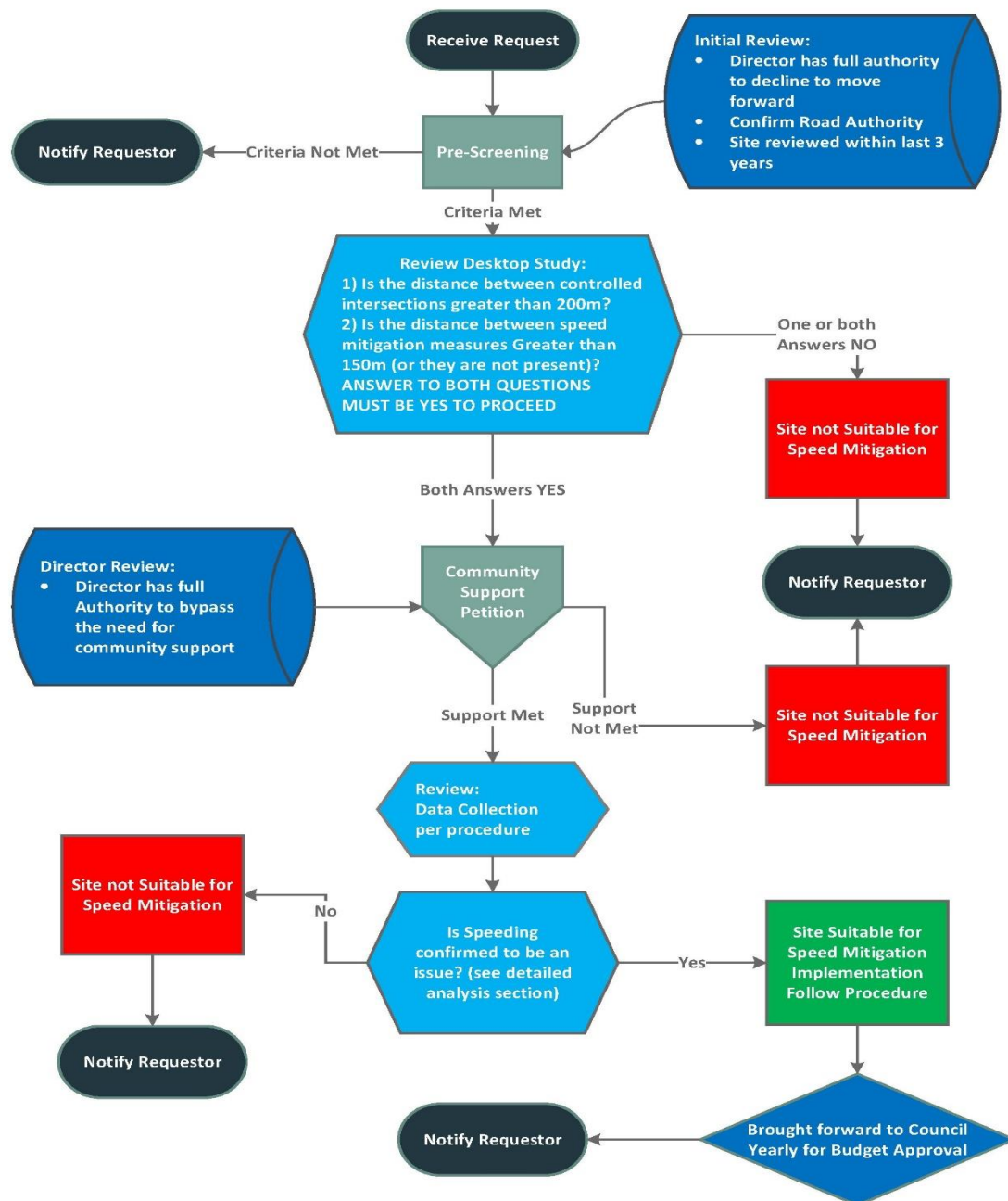


Figure 2 – Town Accepted Types of Traffic Calming



Figure 3 – Traffic Calming Measures by Road Classification

Proposed Tecumseh Roadway Classification								
		Urban				Rural		
Traffic Calming Measure		Commercial Main Street	Minor Arterial	Collector	Local Road	Minor Arterial	Collector	Local Road
Vertical deflection	Speed hump	●	●	●	●	●	●	●
	Speed table	●	●	●	●	●	●	●
	Speed cushion	●	●	●	●	●	●	●
	Raised pedestrian crosswalk	●	●	●	●	●	●	●
	Rumble strip	●	●	●	●	●	●	●
Horizontal deflection	Curb extension	●	●	●	●	●	●	●
	Chicane	●	●	●	●	●	●	●
	Mid-block narrowing	●	●	●	●	●	●	●
	Traffic circle	●	●	●	●	●	●	●

●

 Appropriate measure

●

 Implement with caution

●

 Inappropriate measure

The Corporation of the Town of Tecumseh

By-Law Number 2024-028

A by-law to amend Schedule “P” (Rates of Speed) of By-Law No. 2001-36, as amended, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Municipality

Whereas Section 128 (2) of the Highway Traffic Act, R.S.O. 1990, C.H.8 as amended, provides the Council of a Municipality may, for motor vehicles driven on a highway or portion of a highway under its jurisdiction, by by-Law prescribe a rate of speed different from the rate set out in subsection (1) that is not greater than 100 kilometres per hour and may prescribe different rates of speed for different times of day.

And Whereas By-Law No. 2001-36, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Corporation of the Town of Tecumseh was enacted by the Council of the Town of Tecumseh on the 9th day of October, 2001;

AND Whereas the Council of the Town of Tecumseh is desirous of further amending By-law No. 2001-36, previously amended by By-law No. 2002-08, 2002-18, 2002-45, 2002-48, 2002-92, 2002-95, 2002-108, 2003-11, 2003-51, 2003-79; 2004-17, 2004-33, 2004-43, 2004-49, 2004-59, 2004-67, 2005-08, 2005-32, 2005-71, 2006-61, 2006-74; 2008-39, 2009-64, 2010-21, 2010-23, 2010-58, 2010-69, 2012-31, 2012-37, 2012-46, 2012-71, 2013-10, 2013-62, 2014-76, 2014-83, 2015-15 2015-46, 2016-04, and 2016-51;

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

1. **That** By-law No. 2001-36, as amended, is hereby further amended by deleting Schedule “P” (rates of speed) and replacing same with the attached Schedule “P”.
1. **That** this by-law shall come into force and take effect upon final passing thereof.

Read a first, second, third time and finally passed this 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

SCHEDULE “P”
BY-LAW 2001-36
 (as amended by By-law No. 2024-028)
 Section 11 (a)
RATES OF SPEED

COLUMN 1	COLUMN 2
NAME	SPEED Km / Hr
Arbour Street – from Shawnee Road to Bedell Street	40
Arlington – from Tecumseh Road to Riverside Drive	40
Alley from Ticonderoga Park to Lesperance Road	20
Baseline Road – from Manning Road westerly to Town limit	60
Bedell Street – from Tecumseh Road to Renaud Street	40
Brenda Crescent – from St. Thomas Street to the southerly limit	40
Brunelle Crescent – for the full length of Green Valley Drive at both ends	40
Burdick Crescent – from Dillon Drive to Mason Place	40
Burlington Road – Arlington Boulevard to Kensington Boulevard	30
Cada Crescent – from St. Gregory's Road to Fairway Crescent	40
Centennial Drive – from Riverside Drive to St. Thomas Street	40
Clarice Avenue – from Lacasse Boulevard to Brenda Crescent	40
Clovelly Road – Arlington Boulevard to Kensington Boulevard	30
Coronado Drive – from Riverside Drive to Little River Boulevard	40
Dillon Drive – from Barry Avenue to Lesperance Road	40
Dorset Park – from Tecumseh Road to Tecumseh Road	40
Dresden Place – from Tecumseh Road to Regent Road	40
Essex Road – Clovelly Road to Rutland Road	30
First Street – from Lesperance Road to Laramie Street	30
Gauthier Drive – from Lesperance Road to Dillon Drive	40
Grace Road – from Riverside Drive to St. Thomas Street	40
Grant Avenue – from Riverside Drive to Hayes Avenue	40
Green Valley Drive – St. Thomas Street to Tecumseh Road	40
Horwood Crescent – from St. Gregory's Road to Lacasse Blvd.	40
Jillian Court – from St. Alphonse Street to the easterly limit	40
Keith Avenue – from Dillon Drive to Coronado Drive	40
Keith Court	40
Kensington Boulevard – Riverside Drive to Arlington	30
Kimberly Drive – from Lacasse Blvd. to Shawn Avenue	40
Lacasse Boulevard – from Tecumseh Road to Riverside Drive	40
Lexham Gardens – from Tecumseh Road to Estate Park	40
LeBoeuf Avenue – from St. Alphonse Street to County Road 42	40
Lesperance Road – from County Road 22 to Tecumseh Road	40

Little River Boulevard – from Manning Road to Donaldda Crescent	40
Mason Place – from Barry Avenue to Coronado Drive	40
McNorton Street – from Lesperance Road to the westerly limit	40
Michael Drive – from Dillon Drive to St. Gregory Road	40
On a Highway not within a Built-up Area, unless otherwise posted with an Authorized Sign	80
On a Highway within a Built-up Area, unless otherwise posted with an Authorized sign	50
Outer Drive – from Highway #3 northerly to the cul-de-sac north of Moro Drive	50
Outer Drive – from Highway #3 south to South Talbot Road	60
Percy Place – from Coronado Drive to Lacasse Boulevard	40
Regent – from Tecumseh Road to Dresden Place	40
Revland – from St. Gregory Road to Little River Road	40
Riverside Drive – from Edgewater Boulevard to 80 metres east of the easterly limit of Arlington Boulevard	40
<i>Rutland Road – Clovelly Road to Essex Road</i>	30
Shawn Avenue – from Little River Blvd. to Kimberly Drive	40
Shawnee Road – from Tecumseh Road to the County Road #22	40
<p style="text-align: center;">SCHEDULE “P” BY-LAW 2001- 36 (as amended by By-law No. 2016-51) Section 11 (a) RATES OF SPEED</p>	
Shields Street – from County Road 43 to 335 metres easterly	40
Southfield Drive – from Tecumseh Road to Mulberry Drive	40
South Talbot Road – from County Road 9 and 300 metres east of County Rd 11	60
St. Alphonse Street – from County Road 42 to 50 metres north of the northern limits of Shields Street	40
St. Anne Street – from County Road 22 to Tecumseh Road	40
St. Gregory Road – from Arlington to the westerly limit	40
St. Mark’s Road – from Riverside Drive to Alden Crescent	40
St. Thomas Crescent – from Manning Road to McNorton Street	40
Tecumseh Road – from Regent Road to Brighton Road	40
Warwick Drive – Clovelly Road to Warwick Road	30
8 th Concession Road – from County Road #46 to 401 Highway	60
9 th Concession Road – from County Road #46 to 401 Highway	60

The Corporation of the Town of Tecumseh

By-Law Number 2024-029

Being a by-law to authorize the execution of Service Agreements between The Corporation of the Town of Tecumseh, Dayforce Service Canada Limited and OnActuate Consulting Incorporated.

Whereas Dayforce Services Canada Limited (formally operating as Ceridian Canadian Limited) was awarded the tender for the Payroll /Human Resources Information System Process Review at the March 26, 2024 Regular Council Meeting;

And whereas in the Request for Proposal, the proponent, Dayforce Services Canada Limited (Dayforce) proposes to provide the software and annual software support, and has partnered with OnActuate Consulting Incorporated (OnActuate) to provide the implementation services of the software as outlined in the RFP (the "Project").

And whereas The Corporation of the Town of Tecumseh is accordingly desirous of entering into Agreements with Dayforce and OnActuate to implement 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 Service Agreements between The Corporation of the Town of Tecumseh and each of Dayforce Service Canada Limited and OnActuate Consulting Incorporated dated 9th day of April, 2024, a copy of said Service Agreements is attached hereto and forms part of this by-law and further to take such further and other acts which may be necessary to implement the said Agreements.
2. **Read** a first, second, third time and finally passed this 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk



ORDER FORM

Client Order No.: **Q-182572**
Generation Date: **March 22, 2024**
Offer Expiration: **March 29, 2024**
Service Term Length (from Subscription Start Date): **60 Months**
Territory: **Canada**
Currency: **CAD**

Client Information				
Client Name Town Hall of Tecumseh		the "Client"		
Service Contact Melissa Doetzel	Phone No. 5197352184	e-mail mdoetzel@tecumseh.ca		
Billing Street Address 917 Lesperance Road	City Tecumseh	State/Province ON	Zip/Postal Code N8N 1W9	

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$19.59	248	\$4,858.32
Dayforce Exception Group - Paid & Not Using WFM	Monthly	Subscription	Per Employee	\$17.35	14	\$242.90

Estimated One-Time Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Delivery Assurance	One Time	One Time	Each	\$17,420.00	1	\$17,420.00
Dayforce Instructor-Led Exclusive Training - (Per Day)	One Time	Training	Each	\$4,920.48	3	\$14,761.44
Dayforce Reporting Workshop	One Time	Training	Each	\$13,893.12	1	\$13,893.12
Dayforce Payroll Administrator Fast Start	One Time	Training	Each	\$4,631.04	1	\$4,631.04
Dayforce Education Consulting Services - Virtual	One Time	Training	Each	\$289.44	24	\$6,946.56

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$61,214.64
Estimated Total One Time Fees	\$57,652.16

The Service Particulars applicable to this Order Form are found at <https://clientcontractportal.dayforce.com> under the following name(s):

- Dayforce-General Terms
- Dayforce-Payroll Terms
- Dayforce-Ancillary Services Terms

*Included in the Dayforce Subscription Fee:

Software Services:

- Dayforce Core (Includes Core Elements and HR & Self Service)
- Dayforce Payroll
- Dayforce Benefits Essential
- Dayforce Time and Attendance
- Dayforce Wallet (Canada)
- Dayforce Reporting and Analytics
 - Dayforce People Analytics
- Dayforce Document Management
- Dayforce Compensation Management
- Dayforce Learning
- Dayforce Performance Management
- Dayforce Recruiting
- Dayforce Onboarding
- Dayforce Succession Planning
- Dayforce Engagement
- Dayforce Education Package Pro
- Dayforce Career Explorer

The Subscribed Modules set forth herein will be implemented by a Third-party Implementation Provider.

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).

Dayforce Wallet - On-Demand Pay will be deployed in the United States and/or Canada.

Dayforce Exception Group – Paid & Not Using WFM - On the basis that for a subset of Client's total Number of Employees (the "Exception Group") Client accesses only the

Subscribed Module of Dayforce Payroll, Dayforce agrees to charge Client a separate subscription Recurring Fee at a reduced rate (as set forth herein) specific to the Exception Group and their limited functionality. This separate Recurring Fee will be calculated and billed based on the number of users in the Exception Group (initial estimate stated above). The Exception Group is not subject to, nor will it be included for the purposes of calculating the Minimum Monthly Employee Count. Should the number of users in the Exception Group change substantially over time, or should the use of the Software change from what is contemplated herein, Dayforce reserves the right to review and adjust the Fees being charged on an ongoing basis.

This Order Form, and the attached SOW(s), is entered into between Client and the Dayforce entity that has signed below, and is governed by the terms of Dayforce's current [Master Services Agreement](#) (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, SOW(s), or any document found at <https://clientcontractportal.dayforce.com> have the meaning set forth in the MSA.

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Dayforce may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

MODIFIED TERMS

The following sets out changes or additions to one or more of the written documents comprising the Agreement (the "Modified Terms"), as referenced in this Order Form (the "Standard Terms"). In the case of any conflict between the Standard Terms and the Modified Terms, the Modified Terms shall govern, but only with respect to the particular Services and/or Territory to which the Modified Terms relate. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Standard Terms. In accordance with the foregoing, Dayforce and Client hereby agree as follows:

- 1. Section 4.6 of the Dayforce General Terms is hereby deleted and replaced with the following:

4.6 Annual Fee Increase. Dayforce shall not increase the Fees during the first thirty-six (36) months of the initial Service Term. For the remainder of the initial Service Term, all Fees will be subject to annual increases in an amount not to exceed the Annual Inflation Index for the respective billing currency (on a cumulative basis from the Subscription Start Date) less one percent (1%), the first such increase to be calculated and effective on the third anniversary of the Subscription Start Date. Thereafter, all Fees will be subject to annual increases in an amount not to exceed the Annual Inflation Index for the respective billing currency (on a cumulative basis from the Subscription Start Date).
- 2. Twenty-five percent (25%) of the Dayforce Subscription Fee for Software Services (including the Dayforce Exception Group) will be invoiced and payable each month until the earlier of the Go Live Date or November 01, 2024. Thereafter, Client will be invoiced for the full Dayforce Subscription Fee for Software Services .

Except as modified herein, the terms of the Agreement will remain in full force and effect, unamended.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Dayforce and Client.

Dayforce Services Canada Ltd.

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

Town Hall of Tecumseh

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership



**ATTACHMENT TO ORDER FORM
STATEMENT OF WORK
DAYFORCE DELIVERY ASSURANCE**

CLIENT INFORMATION	
Client Name Town Hall of Tecumseh	the "Client"

This is the Statement of Work ("SOW") for Dayforce Delivery Assurance as contemplated in the Order Form made between Dayforce and Client. Client hereby engages Dayforce to provide the Services as more particularly described in this SOW, for the Fees set out in the Order Form. Capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

1. Services, Responsibilities, and Deliverables

The Services consist of leading quality reviews with Client's project team and Third-party Implementation Provider(s) throughout the project lifecycle as outlined below. The purpose of such reviews is to evaluate the third party solution for project governance, design, configuration, testing and go live readiness against Dayforce best practice, advise Client of any identified potential risks or issues in these areas, and recommend mitigation or remediation actions, such as configuration changes. Services do not include a legal or compliance analysis of Client's solution design, configuration, testing or project governance. Dayforce reviewed checkpoints will be identified in the project timeline and Dayforce outputs resulting from review activities will be produced in alignment with project deliverables.

- (i) In Scope Work: Dayforce will provide the following in respect of Core Modules and Dayforce WFM Advanced Scheduling (if purchased, as reflected on the Order Form):

Phase / Checkpoint	Description	Output
Project Sponsorship and Meeting Attendance	Attendance at scheduled design, milestone, and steering committee meetings (representing Dayforce), as agreed upon by the Delivery Assurance team and Client project team, advising on implementation best practice, and project issues and risks.	Active participation in design, milestone, and steering committee meetings as scheduled by Client and/or Third-party Implementation Provider(s) and documented follow up as required.
Project Governance	Review of the following project artifacts (as applicable based on project scope), for completeness and alignment with Dayforce best practice: <ul style="list-style-type: none"> Project plan, including critical path dependencies and resource allocations for Client and third parties; Project charter documenting scope, governance, project stage entry, exit and acceptance criteria Risk register or risk management plan Integration strategy Data conversion strategy Testing strategy Organizational readiness plan 	Report out of Dayforce's findings based on its artifact review with documented findings and recommended mitigation and/or remediation for any identified gaps, risks and/or issues related to project governance.
Solution Design	Review of solution design decisions and documentation (generally the outcome of discovery/requirements validation sessions) which guides solution configuration and testing (solution blueprint, business requirements document (BRD), discovery recap, testing plan, etc.). Review will focus on inclusion of all required Dayforce elements, including but not limited to organizational structure, data flow diagram with upstream and downstream integration, security roles & permissions, and pay policies. Review will also include alignment with Dayforce best practice to optimize Dayforce process automation, standardization and scalability.	Report out of Dayforce's findings based on design session and artifact review with documented findings and recommended mitigation and/or remediation for any identified gaps, risks and/or issues related to solution design.
Solution Configuration and Testing	Review of the system configuration and integrations to assess alignment with solution design and Dayforce best practices. This includes review of the application and associated artifacts and may leverage Dayforce configuration audit tools. Review of Client's training completion and documented use cases to validate Client readiness to develop test cases and execute testing. Review of Client test plan to validate test case coverage of in-scope feature functionality by user (employee, manager, administrator, super user), aligned with Dayforce best practice.	Report out of Dayforce's findings based on its configuration and testing review with documented findings, categorized by severity/impact, and recommended remediation for each finding.
Go Live Readiness	Validation of Client go live readiness as evidenced through project artifacts, including but not limited to: <ul style="list-style-type: none"> Client accepted functional, UAT, integration and parallel testing per criteria documented in the project requirements 	Report out of Dayforce's findings based on its review of project artifacts related to go live readiness and validation of Client's readiness for a successful transition to Support, with

	<ul style="list-style-type: none"> Completed Client training per agreed upon curriculum End user training plan and org readiness plans Production cutover plan inclusive of critical path activities and resource allocations <p>Review of transition to Support plan and review of Client and Third-party Implementation Provider(s) documentation to meet Dayforce transition to Support criteria.</p>	documented findings and recommended remediation for any identified gaps or risks.
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(ii) Out of Scope Work: Unless an activity or output is expressly set forth under Section (i) In Scope Work above, it is considered out of scope and will not be provided or performed by Dayforce.

2. Assumptions and Client Duties and Responsibilities

- (i) The checkpoint activities and associated Fees are based on the following assumptions:
- Client will provide Dayforce with access to Client Implementation project team members and stakeholders and they will actively participate in checkpoints.
 - Client will provide access to relevant documentation reasonably requested by Dayforce to provide the Services.
 - Checkpoint output outlined herein will be incorporated into Client's project plan.
 - Client will provide access to configuration and test environments as required to complete checkpoints.
 - Client will identify a named resource who will provide acceptance of Dayforce report outs and authorize actions on Dayforce findings.
 - Dayforce findings will be based on project artifacts and Dayforce environment access provided by Client and Third-party Implementation Provider(s) as authorized by Client.
 - Client will be responsible for completeness and accuracy of all data loaded into Dayforce.
 - Dayforce is not responsible for Client's and/or Third-party Implementation Provider's lack of participation or inaccurate information provided to Dayforce.
 - Client and Third-party Implementation Provider will adhere to the project plan timeline.
 - Delivery Assurance Services will be delivered remotely.

(ii) Dayforce will not assume any liability for Client or Third-party Implementation Provider's interpretation of applicable law or regulations as a consequence of Dayforce providing the review Services specified in this SOW or any mitigation or remediation as outlined in a report, and Client remains solely responsible for all decisions affecting its employees and for using the Services in accordance with applicable law, professional guidelines, and privacy requirements in all jurisdictions where it operates. Client shall monitor changes to those laws applicable to Client's business, interpret applicable laws and regulations, determine requirements for compliance and notify Dayforce of any changes required as a result of such laws. Client shall conduct regular audits of Client's use of the Service. Client acknowledges and agrees that the Services do not constitute and shall not be relied upon by Client, as legal or financial advice. Client will not rely solely on its use of the Services to meet its compliance obligations.

3. Fees

(i) Fees have been calculated taking into account the work Dayforce has reasonably estimated will be required to deliver the Services. Dayforce determines the scope of work, timelines and Fees for the Services on the basis that the project will be delivered as one continuous project. This estimate has been made by Dayforce in good faith based on the information available to Dayforce at the time of executing the Order Form, including information and representations provided by Client. To the extent that new or additional information becomes available to Dayforce which impacts the estimated Fees, the Parties shall mutually agree to necessary changes to the SOW (including corresponding Fees). Any delays or phased roll out may impact the Fees, and could result in a complete work stoppage until resources can be reassigned.

(ii) Client shall pay to Dayforce the Fees set forth in the Order Form. Fees will be invoiced and payable in two (2) installments as follows: (a) fifty percent (50%) at the Subscription Start Date and fifty percent (50%) at Go Live Date. In the event Client terminates the Services for any reason whatsoever, Client will be responsible to pay to Dayforce any Fees incurred for hours worked up to the date of termination.

(iii) In addition to the Fees, Client shall reimburse Dayforce for all expenses, if any, (and in accordance with Dayforce's expense policy) incurred in connection with the provision of the Services, including travel, accommodation and meals.

The Corporation of the Town of Tecumseh

By-Law Number 2024-030

Being a by-law to amend By-Law 2015-53 being a by-law to designate community safety zones in the Town of Tecumseh

Whereas Section 214.1 of the *Highway Traffic Act*, R. S. O. 1990, c. H.8, as amended, provides that the Council of a Municipality may by By-law designate a part of a highway under its jurisdiction as a community safety zone, if, in the council's opinion, public safety is of special concern on that part of the highway;

And Whereas the Council of the Corporation of the Town of Tecumseh is of the opinion that public safety is of special concern on highways adjacent to schools and public parks;

And Whereas the Council of the Corporation of the Town of Tecumseh adopted By-law 2015-53 on the 11th day of August 2015 to designate community safety zones;

And Where the Council of the Corporation of the Town of Tecumseh is desirous of amending Schedule A of the By-law 2015-53.

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

1. That Schedule A of By-Law 2015-53 is hereby repealed and replaced with Schedule A of this by-law.
2. That this By-Law shall come into full force and effect upon third and final reading.
3. **Read** a first, second, third time and finally passed this 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

SCHEDULE “A” – to By-law 2015-53**As amended by By-law 2024-015****COMMUNITY SAFETY ZONES**

COLUMN 1	COLUMN 2
<u>LOCATION</u>	<u>EFFECTIVE TIME</u>
That part of South Pacific commencing .1 km west of Lesperance Road extending westerly along South Pacific to its intersection with St. Alphonse Street and that part of St. Alphonse Street beginning at the northerly limits of the intersection of South Pacific Road and St. Alphonse Street and extending southerly there along St. Alphonse Street to the limit of the intersection of St. Alphonse Street and County Road Number 42.	24 hours per day, 7 days per week, January through December yearly
That part of Lacasse Blvd beginning at the northerly limits of the intersection of Lacasse Blvd. and Dube Drive and extending southerly there along Lacasse Blvd. to the southerly limit of the intersection of Lacasse Blvd. and McNorton Street.	24 hours per day, 7 days per week, January through December yearly
That part of Lesperance Road beginning at the northerly limits of the intersection of Tecumseh Road and Lesperance Road and extending southerly there along Lesperance Road to the southerly limit of the intersection of Lesperance Road and Renaud Street.	24 hours per day, 7 days per week, January through December yearly
That part of St. Gregory's Drive beginning at the easterly limits of the intersection of Arlington Boulevard and St. Gregory's Road and extending westerly there along St. Gregory's Drive to the westerly limit of the intersection of Manning Road and St. Gregory's Road.	24 hours per day, 7 days per week, January through December yearly
That part of Tecumseh Road beginning 0.2 km west of the intersection of Regent Road and Tecumseh Road and extending easterly there along Tecumseh Road to 0.2 km east of the intersection of Tecumseh Road and Arlington Boulevard.	24 hours per day, 7 days per week, January through December yearly
That part of North Talbot Road beginning at the southerly limits of the intersection of North Talbot Road and the Ninth Concession Road and extending westerly there along North Talbot Road to the westerly limit of the intersection of North Talbot Road and the Eighth Concession Road.	24 hours per day, 7 days per week, January through December yearly

That part of Bellaire Street beginning at the easterly limits of the intersection of Bellaire Street and St. Alphonse Street and extending westerly there along Bellaire Street to the westerly limit of the intersection of Bellaire Street and Lebeouf Street.

24 hours per day, 7 days per week, January through December yearly

COLUMN 1

LOCATION

That part of St. Thomas Street beginning at the easterly Limits of the intersection of St. Thomas Street and Dillon Drive and extending westerly there along St. Thomas Street to the westerly limit of the intersection of St. Thomas Street and Lesperance Road.

24 hours per day, 7 days per week, January through December yearly

That part of Arbour Street beginning at the westerly limits of the intersection of Arbour Street and Lesperance Road and extending westerly there along Arbour Street to the St. Anne's High School lands.

24 hours per day, 7 days per week, January through December yearly

That part of Little River Boulevard beginning at the westerly limits of the intersection of Little River Boulevard and Manning Road and extending westerly there along Little River Boulevard to the easterly limit of the intersection of Little River Boulevard and Donalda Crescent.

24 hours per day, 7 days per week, January through December yearly

That part of Southfield Drive beginning at the northerly limits of the intersection of Southfield Drive and Hawk Lane and extending southerly there along Southfield Drive to the southerly limit of the intersection of Southfield Drive and Champ Crescent.

24 hours per day, 7 days per week, January through December yearly

That part of Michael Drive beginning at the southerly limit of that intersection of Michael Drive and St. Thomas Street and extending southerly there along Michael Drive to the southerly limit of the intersection of Michael Drive and St. Gregory's Road.

24 hours per day, 7 days per week, January through December yearly

That part of Riverside Drive beginning at the easterly limits of the intersection of Riverside Drive at Christy Lane and extending westerly there along Riverside Drive to the westerly limit of the intersection of Riverside Drive and Grace Road.

24 hours per day, 7 days per week, January through December yearly

That part of McNorton Street beginning at the easterly limits of the intersection of Lesperance Road at McNorton Street and extending westerly to the Town's most western boundary.

24 hours per day, 7 days per week, January through December yearly

The Corporation of the Town of Tecumseh

By-Law Number 2024 - 032

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol) affecting a 1.75 hectare portion of a 6.77 hectare parcel of land situated on the south side of County Road 22, immediately west of the Sylvestre Drive terminus – 1600 Sylvestre Drive)

Whereas By-law No. 85-18 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Township of Sandwich South;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary to amend By-law No. 85-18;

And whereas this By-law conforms to the Official Plan in effect for the Town of Tecumseh, as amended.

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

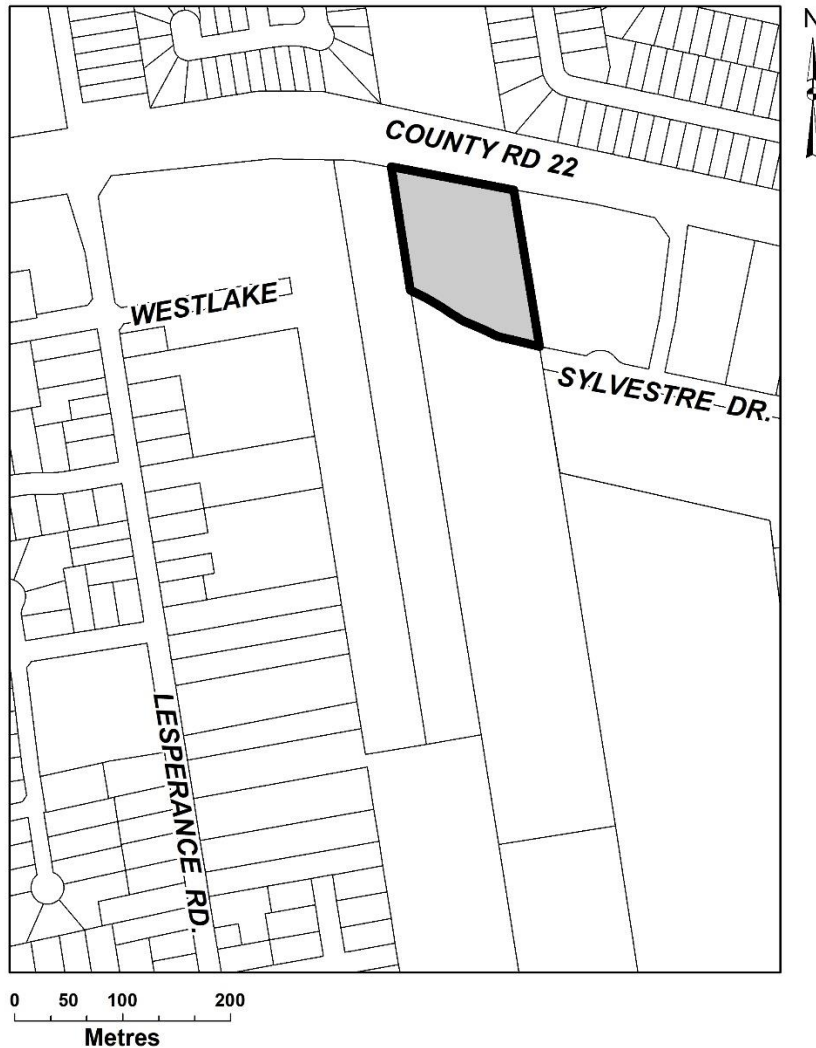
1. **That** Schedule "A", Map 3, to By-law 85-18, as amended, is hereby further amended by removing the holding zone (H) symbol for those lands as indicated on Schedule "A" attached hereto and forming part of this By-law.
2. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 36 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Director Legislative
Services/Clerk

SCHEDULE "A"
PARTS 10-12, 12R-29425
TOWN OF TECUMSEH



Change from "(H) C1-10" to "C1-10"

This is Schedule "A" to By-law No. 2024-032
Passed the 9th day of April, 2024.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2024-033

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Greenlight General Contracting Inc.

Whereas Greenlight General Contracting Inc. was awarded the tender for Construction Services to complete the Maidstone Recreation Centre Washrooms (Project);

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Greenlight General Contracting Inc. for Construction Services 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 Greenlight General Contracting Inc. dated 9th day of April 2024, 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.
2. **Read** a first, second, third time and finally passed this 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk



Stipulated Price Contract
between
Owner and Contractor

This Agreement made on the 9th day of April 2024,

Between:

The Corporation of the Town of Tecumseh
(hereinafter called the “*Owner*”)

-and-

Greenlight General Contracting Inc.
(hereinafter called the “*Contractor*”)

The *Owner* and the *Contractor* agree as follows:

Article 1 – The Work

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
construction of new outdoor washrooms at Maidstone Recreation Centre
located at
10720 County Rd. 34, Maidstone
for which the *Agreement* has been signed by the parties and for which
N/A
is acting as and is hereinafter called the “*Consultant*,” and
- 1.2 do and fulfill everything indicated in the *Contract Documents*; and
- 1.3 commence the *Work* by the 10th day of April 2024 and subject to adjustment in
Contract Time as provided for in the *Contract Documents*, attain *Ready-for-
Takeover* by the 31st day of August 2024.

Article 2 – Agreements and Amendments

- 2.1 The *Contract* supersedes all prior negotiations, representations, or agreements,
either written or oral, relating in any manner to the *Work*, including the bid
documents that are not expressly listed in Article 3 of this *Agreement*.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.



Article 3 – Contract Documents

3.1 The following are the *Contract Documents* referred to in Article 1 of this *Agreement*:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions
- Request for Tender (RFT) together with schedules and appendices thereto
- Tender Form submission by *Contractor*
- All *Specifications*
- All material and finishing schedules, and
- the *Drawings*

Article 4 – Contract Price

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Five Hundred Fourteen Thousand -----00/100 dollars	\$514,000.00
--	--------------

4.2 *Value Added Taxes* (of N/A%) payable by the *Owner* to the *Contractor* are:

N/A/100 dollars	\$N/A
-----------------	-------

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

Five Hundred Fourteen Thousand-----00/100 dollars	514,000.00
---	------------

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

Article 5 - Payment

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- a. make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise



prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments;

- b. upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback when due together with such *Value Added Taxes* as may be applicable to such payment; and
- c. upon the issuance of a final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- a. Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - i. 2% per annum above the prime rate for the first 60 days.
 - ii. 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Bank of Canada.

- iii. Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – Dispute Resolution or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

Article 6 – Receipt of and Addresses for Notices in Writing

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five (5) calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

- 6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt of the first *Working Day* next following the transmission thereof.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner The Corporation of the Town of Tecumseh
 Attention: Daniel Wolicki
 917 Lesperance Road, Tecumseh, Ontario N8N 1W9
 dwolicki@tecumseh.ca

Contractor Greenlight General Contracting Inc.
 Attention: David Skillings, President
 511 Little Baseline Road, Tecumseh, Ontario N8N 2L9
 dskillings@greenlightinc.ca

Consultant N/A
 Attention: N/A
 N/A
 N/A

Article 7 - Succession

- 7.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

[Balance of page intentionally blank. Signature block to follow]



In witness whereof the parties hereto have executed this *Agreement* by the hands of their duly authorized representatives.

Signed, Sealed and Delivered as of the day first noted above:

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara, Mayor

Per: _____
Robert Auger, Director
Legislative Services & Clerk

We have authority to bind.

Greenlight General Contracting Inc.

Per: _____
Name: David Skillings
Title: President

I have authority to bind.



Definitions

The following Definitions shall apply to all *Contract Documents*:

Change Directive means a written instruction signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustment in the *Contract Price* and the *Contract Time*.

Change Order means a written amendment to the *Contract* signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant means the person or entity engaged by the *Owner* and identified in the *Agreement*. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the Province of Ontario.

Contract means the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents means those documents listed in Article 3 of the *Agreement* and amendments agreed upon between the parties.

Contract Price means the amount stipulated in Article 4 of the *Agreement*.

Contract Time means the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of the *Agreement*.

Contractor means the person or entity identified as such in the *Agreement*.

Drawings means the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location, and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing, where identified in the *Agreement*, means a written communication between the parties or between them and the *Consultant*, that is transmitted in accordance with the provisions of Article 6 of the *Agreement*.

Owner means the Corporation of the Town of Tecumseh.

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work means the designated site or location of the *Work* identified in the *Contract Documents*.

Product(s) means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC12.1 – Ready-for-Takeover have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4(b) of GC12.1 – Ready-for-Takeover.

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work means the total construction and related services required by the *Contract Documents*.

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

General Conditions

Part 1 - General Provisions

GC1.1 - Contract Documents

- 1.1.1. The intent of the *Contract Documents* is to include the labour, *Products*, and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2. The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3. The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4. The *Contractor* is not responsible for errors, omissions, or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5. If there is a conflict within the *Contract Documents*:
 - a) the order of priority of documents, from highest to lowest, shall be
 - i. the *Agreement* between *Owner* and *Contractor*,
 - ii. the *Definitions*,
 - iii. *Supplementary Conditions*,
 - iv. the *General Conditions*,
 - v. *Division 01* of the *Specifications*,
 - vi. *technical Specifications*,
 - vii. *material and finishing schedules*,
 - viii. the *Drawings*.
 - b) *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - c) dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - d) amended or later dated documents shall govern over earlier documents of the same type.
 - e) noted materials and annotations shall govern over graphic indications.
- 1.1.6. Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - a) the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - b) the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

- 1.1.7. Words and abbreviations which have well known technical, or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8. References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9. Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10. *Specifications, Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications, Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications, Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11. Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC1.2 - Law Of The Contract

- 1.2.1. The law of the Place of the *Work* shall govern the interpretation of the *Contract*.

GC1.3 - Rights and Remedies

- 1.3.1. Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2. No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC1.4 - Assignment

- 1.4.1. Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

Part 2 - Administration Of The Contract

GC2.1 - Authority Of The Consultant

- 2.1.1. The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2. The duties, responsibilities, and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant*, and the *Contractor*.

GC2.2 - Role of the Consultant

- 2.2.1. The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

- 2.2.2. The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3. If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4. Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article 5 of the Agreement-Payment, GC5.3 – Payment and GC5.5 – Final Payment.
- 2.2.5. The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6. Except with respect to GC5.1 - Financing Information Required of the *Owner*, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7. Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8. Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9. The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10. With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC6.6 - Claims for a Change in Contract Price.
- 2.2.11. The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12. During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13. The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples, and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14. The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC6.2 – Change Order and GC6.3 – Change Directive.
- 2.2.15. The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16. All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17. The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18. If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC2.3 - Review And Inspection Of The Work

- 2.3.1. The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe, and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2. If work is designated for tests, inspections, or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3. The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4. If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given, or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5. The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6. The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7. The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC2.4 - Defective Work

- 2.4.1. The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2. The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3. If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

Part 3 - Execution of the Work

GC3.1 - Control of the Work

- 3.1.1. The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2. The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC3.2 - Construction by the Owner or Other Contractors

- 3.2.1. The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2. When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
 - a) provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
 - b) enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - c) ensure that insurance coverage is provided to the same requirements as are called for in GC11.1 – Insurance and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - d) take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3. When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
 - a) afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - b) co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;

- c) participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - d) report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4. Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC6.1 - Owner's Right to Make Changes, GC6.2 – Change Order and GC6.3 – Change Directive.
- 3.2.5. Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – Dispute Resolution provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6. Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill- timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC6.1 – Owner's Right to Make Changes, GC6.2 – Change Order and GC6.3 – Change Directive.

GC3.3 - Temporary Work

- 3.3.1. The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2. The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3. Notwithstanding the provisions of GC3.1 – Control of the Work, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC3.4 - Construction Schedule

- 3.4.1. The *Contractor* shall:
- a) prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the

- Work* and provides sufficient detail of the critical events and their inter- relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- b) monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - c) advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – Changes in the *Work*.

GC3.5 - Supervision

- 3.5.1. The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.5.2. The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article 6 of the Agreement - Receipt of and Addresses for Notices In Writing.

GC3.6 - Subcontractors and Suppliers

- 3.6.1. The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
 - a) enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - b) incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - c) be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.6.2. The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.6.3. The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.6.4. If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.
- 3.6.5. The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

- 3.6.6. The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC3.7 - Labour and Products

- 3.7.1. The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2. The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.7.3. Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC3.8 - Shop Drawings

- 3.8.1. The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.8.2. The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.
- 3.8.3. The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- a) the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - b) the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4. The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5. At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6. The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7. The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

Part 4 - Allowances

GC4.1 - Cash Allowances

- 4.1.1. The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

- 4.1.2. The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3. Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4. Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6. The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7. The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC4.2 - Contingency Allowance

- 4.2.1. The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2. The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3. Expenditures under the contingency allowance shall be authorized and valued as provided in GC6.1 – Owner's Right to Make Changes, GC6.2 – Change Order and GC6.3 – Change Directive.
- 4.2.4. The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

Part 5 - Payment

GC5.1 - Financing Information Required of the Owner

- 5.1.1. The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time, thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2. The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfil the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC5.2 - Applications for Payment

- 5.2.1. Applications for payment on account as provided in Article 5 of the Agreement – Payment shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2. Applications for payment shall be dated the last day of each payment period, which is the last day of the month, or an alternative day of the month agreed in writing by the parties.

- 5.2.3. The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4. The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5. The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6. Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7. Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A "Statutory Declaration" or similar declaration.
- 5.2.8. Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC5.3 - Payment

- 5.3.1. After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC5.2 – Applications for Payment:
- a) The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - b) The *Owner* shall make payment to the *Contractor* on account as provided in Article 5 of the *Agreement* – Payment on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC5.4 - Substantial Performance of the Work and Payment of Holdback

- 5.4.1. The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
- a) advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why,
 - b) or state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2. Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the

expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

- 5.4.3. Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4. The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC5.3 - Payment.
- 5.4.5. Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.
- 5.4.6. Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC5.5 - Final Payment

- 5.5.1. When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2. The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3. If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4. Subject to the provision of paragraph 10.4.1 of GC10.4 - Workers' Compensation, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article 5 of the *Agreement* – Payment and in any event, in compliance with *Payment Legislation*.

GC5.6 - Deferred Work

- 5.6.1. If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC5.7 - Non-Conforming Work

- 5.7.1. No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

Part 6 - Changes in the Work

GC6.1 - Owner's Right to Make Changes

- 6.1.1. The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- a) changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - b) changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2. The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC6.2 - Change Order

- 6.2.1. When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2. When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC6.3 - Change Directive

- 6.3.1. If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2. A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3. A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4. Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5. For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6. The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

- a) If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
- b) If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
- c) The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7. The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- a) rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - i. trade labour in the direct employ of the *Contractor*;
 - ii. the *Contractor's* personnel when stationed at the field office;
 - iii. the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - iv. the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article 3 of the *Agreement* – Contract Documents for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- b) cost of all *Products* including cost of transportation thereof;
- c) in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work*, and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- d) rental cost of *Construction Equipment*, *Temporary Work*, and tools, exclusive of hand tools under \$1,000;
- e) cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- f) subcontract amounts of *Subcontractor* with pricing mechanism approved by the *Owner*;

Others

- g) travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7(a);
- h) deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- i) cost of quality assurance such as independent inspection and testing services;
- j) charges levied by authorities having jurisdiction at the *Place of the Work*;

- k) royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC10.3 – Patent Fees;
- l) premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- m) losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC11.1 – Insurance when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- n) taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- o) charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- p) cost for removal and disposal of waste products and debris;
- q) legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - i. relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - ii. the result of the negligent acts or omissions of the *Contractor*, or
 - iii. the result of a breach of this *Contract* by the *Contractor*;
- r) cost of auditing when requested by the *Owner*; and
- s) cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8. Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9. The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10. For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11. Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

- 6.3.12. If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13. When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC6.4 - Concealed or Unknown Conditions

- 6.4.1. If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- a) subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
 - b) physical conditions, other than conditions due to weather, which are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2. The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC6.2 – Change Order or GC6.3 – Change Directive.
- 6.4.3. If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4. If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 - Toxic and Hazardous Substances, GC9.3 - Artifacts and Fossils and GC9.5 - Mould.

GC6.5 - Delays

- 6.5.1. If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2. If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article 1 of the *Agreement* – The Work, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3. If the *Contractor* is delayed in the performance of the *Work* by:
- a) labour disputes, strikes, lockouts (including lockouts decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - b) fire, unusual delay by common carriers or unavoidable casualties,
 - c) abnormally adverse weather conditions, or
 - d) any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4. No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5. If no schedule is made under paragraph 2.2.12 of GC2.2 – Role of the Consultant, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC6.6 - Claims for a Change in Contract Price

- 6.6.1. If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2. Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- a) take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - b) keep such records as may be necessary to support the claim.
- 6.6.3. The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based, and the *Consultant* will make a finding upon such claim.
- 6.6.4. Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5. The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

- 6.6.6. If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – Dispute Resolution.

Part 7 - Default Notice

GC7.1 - Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract

- 7.1.1. If the *Contractor* is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2. If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3. If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- a) commences the correction of the default within the specified time,
 - b) provides the *Owner* with an acceptable schedule for such correction, and
 - c) corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4. If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- a) correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - b) terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5. If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- a) take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - b) withhold further payment to the *Contractor* until a final certificate for payment is issued,

- c) charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC12.3 - Warranty, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
- d) on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC12.3 – Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6. The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC7.2 - Contractor's Right to Suspend the Work or Terminate the Contract

- 7.2.1. If the *Owner* is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2. If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.
- 7.2.3. The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
 - a) the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*,
 - b) the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions - Payment,
 - c) the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration, or court, or
 - d) the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC5.1 - Financing Information Required of the *Owner*, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4. The *Contractor's Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work*, or terminate the *Contract*.

- 7.2.5. If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

Part 8 - Dispute Resolution

GC8.1 - Authority of the Consultant

- 8.1.1. Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC2.2 – Role of the Consultant, shall be settled in accordance with the requirements of Part 8 of the General Conditions – Dispute Resolution.
- 8.1.2. If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC8.3 - Negotiation, Mediation and Arbitration, and in GC8.4 – Retention of Rights apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3. If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC8.2 - Adjudication

- 8.2.1. Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC8.3 - Negotiation, Mediation and Arbitration

- 8.3.1. In accordance with the rules for mediation as provided in CCDC 40 “Rules for Mediation and Arbitration of Construction Industry Disputes” in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- a) within 20 *Working Days* after the *Contract* was awarded, or
 - b) if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project Mediator* be appointed.
- 8.3.2. A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC2.2 – Role of the Consultant and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in*

Writing of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

- 8.3.3. The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.3.4. After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the *Project* Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5. If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the *Project* Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor*, and the *Consultant*.
- 8.3.6. By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7. On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8. If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- a) held in abeyance until:
 - i. *Ready-for-Takeover*,
 - ii. the *Contract* has been terminated, or
 - iii. the *Contractor* has abandoned the *Work*, whichever is earlier; and
 - b) consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC8.4 - Retention of Rights

- 8.4.1. It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – Dispute Resolution and has carried out the instructions as provided in paragraph 8.1.3 of GC8.1 -Authority of the Consultant.
- 8.4.2. Nothing in Part 8 of the General Conditions – Dispute Resolution shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC8.3 - Negotiation, Mediation and Arbitration to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

Part 9 - Protection of Persons and Property

GC9.1 - Protection of Work and Property

- 9.1.1. The *Contractor* shall protect the *Work*, the *Owner's* property, and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- a) errors or omissions in the *Contract Documents*; or
 - b) acts or omissions by the *Owner*, the *Consultant*, Other *Contractors*, or their agents and employees.
- 9.1.2. Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3. Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4. Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC6.1 – Owner's Right to Make Changes, GC6.2- Change Order and GC6.3 – Change Directive.

GC9.2 - Toxic and Hazardous Substances

- 9.2.1. For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2. Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- a) take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - b) provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3. The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4. Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5. If the *Contractor*
- a) encounters toxic or hazardous substances at the *Place of the Work*, or

- b) has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, and which were not disclosed by the *Owner*, or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

- c) take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
- d) immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6. If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7. If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

- a) take all steps as required under paragraph 9.2.4;
- b) reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
- c) extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
- d) indemnify the *Contractor* as required by GC13.1 - Indemnification.

9.2.8. If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

- a) take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
- b) make good any damage to the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC9.1 - Protection of Work and Property;
- c) reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- d) indemnify the *Owner* as required by GC13.1 - Indemnification.

9.2.9. If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC9.2 - Toxic and Hazardous Substances.

GC9.3 - Artifacts and Fossils

- 9.3.1. Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2. The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1 and shall advise the *Consultant* upon discovery of such items.
- 9.3.3. The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC6.2 – Change Order or GC6.3 – Change Directive.

GC9.4 - Construction Safety

- 9.4.1. The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2. The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3. The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4. The *Owner* shall cause the *Consultant*, Other *Contractors*, and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5. Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC9.5 - Mould

- 9.5.1. If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
 - a) the observing party shall promptly report the circumstances to the other party in writing,
 - b) the *Contractor* shall promptly take all reasonable steps, including stopping the *Work*, if necessary, to ensure that no person suffers injury, sickness, or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - c) if the *Owner* and the *Contractor* do not agree on the existence, significance, or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2. If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
 - a) take all reasonable and necessary steps to safely remediate or dispose of the mould,

- b) make good any damage to the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC9.1 – Protection of Work and Property,
- c) reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1(c), and
- d) indemnify the *Owner* as required by GC13.1 - Indemnification.

9.5.3. If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1(c) determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:

- a) take all reasonable and necessary steps to safely remediate or dispose of the mould,
- b) reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1(b) and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC9.1 – Protection of Work and Property,
- c) extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1(c) and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
- d) indemnify the *Contractor* as required by GC13.1 - Indemnification.

9.5.4. If either party does not accept the expert's finding under paragraph 9.5.1(c), the disagreement shall be settled in accordance with Part 8 of the General Conditions – Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC9.5 - Mould.

Part 10 - Governing Regulations

GC10.1 - Taxes and Duties

- 10.1.1. The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article 4 of the *Agreement* – Contract Price.
- 10.1.2. Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC10.2 - Laws, Notices, Permits, and Fees

- 10.2.1. The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2. The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3. The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

- 10.2.4. The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5. The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC6.1 - Owner's Right to Make Changes, GC6.2 – Change Order and GC6.3 – Change Directive.
- 10.2.6. If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7. If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC6.6 - Claims for a Change in Contract Price.

GC10.3 - Patent Fees

- 10.3.1. The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2. The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan, or design of which was supplied to the *Contractor* as part of the *Contract*.

GC10.4 - Workers' Compensation

- 10.4.1. Prior to commencing the *Work*, and again with the *Contractor's* applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

Part 11 - Insurance

GC11.1 - Insurance

- 11.1.1. Without restricting the generality of GC13.1 - Indemnification, the *Contractor* shall provide, maintain, and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 "CCDC Insurance Requirements" in effect at the time of bid closing except as hereinafter provided:

- a) General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
- b) Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- c) Unmanned aerial vehicle aircraft, manned aircraft, or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
- d) "Broad form" property insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insureds all Subcontractors. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - i. 10 calendar days after the date of *Ready-for-Takeover*;
 - ii. on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - iii. when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- e) Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
- f) The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - i. the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - ii. the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment

provisions. In addition, the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and

iii. to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or Other *Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or Other *Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

g) *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

h) *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2. Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3. The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regard to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4. If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6. If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7. If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8. A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

Part 12 - Owner Takeover

GC12.1 - Ready-For-Takeover

12.1.1. The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

a) The *Consultant* has certified or verified the *Substantial Performance of the Work*.

b) Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

- c) Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
 - d) The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
 - e) Make available a copy of the as-built drawings completed to date on site.
 - f) Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
 - g) Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
 - h) Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2. If any prerequisites set forth in paragraphs 12.1.1(c) to 12.1.1(f) must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3. When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4. The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:
- a) advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
 - b) confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5. Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6. The provision of GC12.1 - Ready-For-Takeover shall be subject to GC12.2 - Early Occupancy by the *Owner*.

GC12.2 - Early Occupancy by the Owner

- 12.2.1. The *Owner* may take occupancy of a part, or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2. The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3. If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- a) The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- b) The *Contractor* shall cease to be liable for the care of such part as from this date when responsibility shall pass to the *Owner*.
- c) The warranty period specified in paragraph 12.3.1 of GC12.3 – Warranty for that part of the *Work* shall start from the date on which it is occupied.

12.2.4. If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC12.1 - Ready-For-Takeover, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor's* responsibility to complete the *Work* in a timely manner.

GC12.3 - Warranty

- 12.3.1. Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2. The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3. The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one-year warranty period.
- 12.3.4. Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one-year warranty period.
- 12.3.5. The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6. Any extended warranties required beyond the one-year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Part 13 - Indemnification and Waiver

GC13.1 - Indemnification

- 13.1.1. Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
 - a) caused by:
 - i. the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or

- ii. a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- b) made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

13.1.2. The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

- a) In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC11.1 -Insurance, the minimum liability insurance limit for one occurrence of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
- b) In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC11.1 - Insurance, the greater of the *Contract Price* as recorded in Article 4 – Contract Price or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- c) In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive, or exemplary damages.
- d) In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3. The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4. The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 - Toxic and Hazardous Substances.

13.1.5. The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- a) as described in paragraph 10.3.2 of GC10.3 – Patent Fees, and
- b) arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6. In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- a) *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
- b) should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom

such final order or judgment has been made until such rights of appeal have been exhausted.

GC13.2 - Waiver of Claims

- 13.2.1. Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- a) claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - b) indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - c) claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC13.1 - Indemnification; and
 - d) claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2. The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- a) indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1(b) and 13.2.1(c); and
 - b) claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3. Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- a) claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;
 - b) indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

- c) claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC13.1 - Indemnification;
 - d) damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - e) claims arising pursuant to GC12.3 - Warranty; and
 - f) claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4. Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3(d), and notwithstanding paragraph 13.2.3(e), the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5. The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- a) indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3(b);
 - b) claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3(c);
 - c) claims arising under GC12.3 - Warranty; and
 - d) claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6. "*Notice in Writing* of claim" as provided for in GC13.2 – Waiver of Claims to preserve a claim or right of action which would otherwise, by the provisions of GC13.2 – Waiver of Claims, be deemed to be waived, must include the following:
- a) a clear and unequivocal statement of an intention to claim;
 - b) a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - c) a statement of the estimated quantum of the claim.
- 13.2.7. A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8. The party giving the *Notice in Writing* of claim as provided for in GC13.2 – Waiver of Claims shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9. Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be

considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which, such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

- 13.2.10. Nothing in GC13.2 – Waiver of Claims shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

The Corporation of the Town of Tecumseh

By-Law Number 2024-034

Being a by-law to execute an Consulting Agreement between The Corporation of the Town of Tecumseh and Tecumtha Ogitchada Society to provide consulting services on Indigenous Education and Awareness

Whereas The Council of the Corporation of the Town of Tecumseh is desirous of entering into an Consulting Agreement (Agreement) with Tecumtha Ogitchada Society with respect to Indigenous Education and Awareness as defined in Schedule A of the Agreement;

And whereas the term of the Agreement shall be from March 26, 2024 through to December 31, 2024;

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

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

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Consulting Agreement between The Corporation of the Town of Tecumseh and Tecumtha Ogitchada Society dated March 24, 2024, a copy of which Consulting 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.

Read a first, second, third time and finally passed this 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

Consulting Agreement

This Consulting Agreement is made as of the 9th day of April 2024

Between:

The Corporation of the Town of Tecumseh
(hereinafter referred to as the “**Town**” or “**Tecumtha**”)

Of the First Part

-and-

Tecumtha Ogitchada Society
(hereinafter referred to as the “**Consultant**”)

Of the Second Part

Whereas Tecumtha advanced the understanding that land and primordial rights were the central issue in conflicts between the Europeans and Ojibway, Ota’wa and Ishkodawatomi-Anishinabeg. Tecumtha also saw the importance of the N’swi-ish-ko-day-kawn Anishinabeg O’dish-ko-day-kawn (Three Fires Confederacy) and allied nations establishing a unified presence to prevent further encroachment into Anishinabe territory. He reiterated throughout his travels that the N’swi-ish-ko-day-kawn Anishinabeg O’dish-ko-day-kawn (Three Fires Confederacy) and its allies (including the Creek and Choctaw to the south) had to resist the U.S.’s continued violation of Treaties and theft of ancestral territories. This he knew for certain.

And Whereas everything that has been written and shared about Tecumtha suggests that he grasped the strategic importance of a united Anishinabe Council under their sovereign jurisdiction recognized in international law. In Tecumtha’s mind, the N’swi-ish-ko-day-kawn Anishinabeg O’dish-ko-day-kawn (Three Fires Confederacy) embodied the principles of sovereignty, which focused on nationhood and respectful nation-to-nation relations founded on the Anishinabe protocols.

Mii i’i-way Ojibway-Anishinabe i-zhi-chi-gay-win zhigo mii’iw eta-go o-way neen-gi-kayn-dahn zhigo ni-gi-noon-dah-wah.

(This is the Ojibway-Anishinabe way, and this is as much as I know and have heard.)

Mii i’iw.

(That is all.)

And Whereas in furtherance of the above, the Town wishes to retain the Consultant, and the Consultant wishes to be retained by the Town, as a consultant to provide the services set out in Schedule “A” hereto (the “**Services**”);



Now Therefore in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Town hereby retains the Consultant to perform the Services, in accordance with the Town's instructions.
2. In performing the Services, the Consultant agrees to provide such time as the Town may reasonably require to ensure that the Services are performed and completed in a prompt, efficient and professional manner. It is estimated that the Services will require a minimum of seven (7) hours per week over a period of nine and one-half (9.5) months.
3. This Agreement shall commence and become effective on the 9th day of April 2024 and shall terminate on the 31st day of December 2024. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement:
 - a. For any reason, at any time, upon not less than thirty (30) days prior written notice to the other; or
 - b. At any time, in the event the other party breaches any term or condition of this Agreement.
4. As compensation for providing and completing the Services, the Town shall pay to the Consultant the sum of Fifty Thousand Dollars (\$50,000.00), which shall be paid in the following instalments:

Payment Due Date	Amount of Payment
April 15, 2024	\$20,000.00
July 1, 2024	\$20,000.00
December 1, 2024	\$10,000.00

5. The Consultant acknowledges that pursuant to the performance of the Services, it may acquire Confidential Information. The Consultant covenants and agrees that it will, at all times during and after the term of this Agreement, hold and maintain all Confidential Information in trust and confidence for the Town and not use Confidential Information other than for the benefit of the Town. Except as authorized in writing by the Town, the Consultant covenants and agrees not to disclose any Confidential Information, by publication or otherwise.
6. The Consultant acknowledges and agrees that all right, title, and interest, to all information and material of any kind whatsoever that may be provided to the Consultant by the Town or otherwise obtained by the Consultant during the performance of the Services, shall remain the property of the Town, and further



that all such information and materials and any copies thereof shall be returned to the Town upon termination of this Agreement. Both parties acknowledge and agree that the Town shall obtain all rights, title, and interest, to the materials that are to be produced and delivered to the Town in accordance with this Agreement and the Town may use, disclose, or modify the same in any manner it deems appropriate. The Consultant shall not do any act which may compromise or diminish the Town's interest as aforesaid.

7. This Agreement sets forth the entire agreement between the parties hereto in connection with the subject matter hereof. No alteration, amendment or qualification of this Agreement shall be valid unless it is in writing and is executed by both parties hereto.
8. The Consultant shall not assign this Agreement or any interest herein or subcontract the performance of any Services without the prior written consent of the Town.
9. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto.
10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
11. The Consultant shall perform the Services as an independent contractor. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of corporation and agent or employer and employee between the parties hereto or to provide either party with the right, power, or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. The Consultant also agrees that it will not hold itself out as an affiliate partner, joint venturer, co-principal, or co-employer with the Town by reason of the Agreement.

[Balance of page intentionally blank. Signature block to follow]



In Witness Whereof the parties hereto have set their hand and corporate seals attested by the hands of their respective officers duly authorized in that behalf.

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara, Mayor

Per: _____
Robert Auger, Director Legislative
Services and Clerk

We have authority to bind.

Tecumtha Ogitchada Society

Per: _____
Name: Patricia Shawnoo
Title: Ogima Quay Director

I have authority to bind.



Schedule “A”

Services

(a) Council and Administration:

- i. One (1) research project on the History of the Region to also be posted to Town website and social media platforms.

Research will provide the historical timeline of all Indigenous People who have made and continue to make their homes in the region and provide the true story of Indigenous People in Essex County. Indigenous People occupied the lands of Turtle Island for millennia prior to the arrival of western colonizers. Research will also provide the migration stories of First Nation and information on the relationships (trade, social, and cultural) among First Nation communities.

- ii. Three (3) workshops regarding Worldview, Belief System, and Ceremonial Practices/Protocols.

To offer teachings in the noted areas, workshops will be scheduled for Council and Administration, which workshops may include interactive elements such as a “round dance” or “Kairos blanket exercise”

(b) Community:

- i. Six (6) experiences being events/days of significance.

May 5th Murdered and Missing Indigenous Women and Girls Day of Mourning

The Consultant will organize a Memorial Walk with schools and community, creating awareness and hold a rally with special speakers

June 21st National Indigenous People’s Day

The Consultant will host a Drum Social to bring the community together and share in celebration with the First peoples of these lands. Highlighting Lightning of the Three Fires at the Tecumseh Cotton Tree Monument on the Beach.

July 1st Canada Day

The Consultant will bring awareness of the importance of understanding who the Grandfathers of this country are; specifically, Tecumtha, Obawadiac,



and Shingonse. The Consultant will create educational opportunities throughout the Town as a day of Remembrance and Education.

September 30th

National Truth and Reconciliation Day & Orange Shirt Day

The Consultant will work with the Town in “Painting the Town Orange” with appropriate cultural representation, and a community Memorial Walk with special guests and speakers.

October 5th

Tecumseh Memorial Day

The Consultant and the Town will work together to prepare a Memorial Feast in remembrance of Tecumtha.

November 8th

Indigenous Veteran’s Day

The Consultant will provide Education of the Veterans, Ogitchadas, and warriors of First Nations and the sacrifices they made to help the next generations.



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: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided.
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: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided.
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: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided. 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: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided. Co-ordination with Clerks Dept regarding associated regulatory options under Municipal Act.
06/24	February 13, 2024	RCM 32/24	Lighting Nuisance	Administration to review and report back to Council on light mitigation measures through site plan control or by-law enforcement for nuisance lighting caused by scattered, excessive and security lighting on residential properties.	CS, DS, LCS	In Progress

Unfinished Regular Council Business

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
07/24	March 19, 2024	61/24	Recognition of Active Military Personnel	Administration to send letter to the military units in Windsor to advise of Council's request to participate in military ceremonies for returning or deploying Tecumseh soldiers.	LCS	Letter sent to Windsor's military and navy units.
08/24	March 26, 2024	77/24	Federal Housing Accelerator Fund	Public Information Centres are held in advance of any public meeting under the Planning Act for the purposes of providing public feedback for allowing four housing units as of right in the Town.	DS	Report presented at RCM April 9

The Corporation of the Town of Tecumseh

By-Law Number 2024-035

Being a by-law to confirm the proceedings of the April 9, 2024 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 April 9, 2024, 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 April 9, 2024, 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 9th day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk