

Regular Council Meeting Agenda

Date: Tuesday, April 23, 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 - April 9, 2024

9 - 18

Recommendation

Moved by _____

Seconded by _____

That the April 9, 2024 minutes of the Regular Council Meeting and the Public Council Meeting, 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. | FS-2024-05 Windsor/Essex Provincial Offences Act Annual Report 2023 | 26 - 60 |
| 2. | PWES-2024-28 Larviciding for the 2024 West Nile Virus Program | 61 - 71 |
| 3. | PWES-2024-26 MECP CLI-ECA Annual Reports for Stormwater and Sanitary Systems | 72 - 123 |

Recommendation

Moved by _____

Seconded by _____

That Reports FS-2024-05 Windsor Essex Provincial Offences Act Annual Report 2023, PWES-2024-28 Larviciding for the 2024 West Nile Virus Program and PWES-2024-26 Windsor/Essex Provincial Offences Act Annual Report 2023, **be received and approved.**

K. Delegations**L. Communications**

- | | | |
|----|---|-----------|
| 1. | For Information: | |
| a. | County of Essex dated April 12, 2024 | 124 - 124 |
| | Re: County of Essex Transportation Master Plan - Notice of Study Commencement | |
| b. | City of Guelph dated April 4, 2024 | 125 - 127 |
| | Re: Support the decision of the Ontario Energy Board to End the Subsidization of Fossil Gas | |

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information A and B as listed on the Tuesday, April 23, 2024 Regular Council Agenda, **be received**.

2. For Action:

M. Update from County Council and Boards

N. Committee Minutes

O. Reports

1. Community & Recreation Services

- a. CRS-2024-12 Lacasse Park User Agreements 128 - 134

Recommendation

Moved by _____

Seconded by _____

That Report CRS-2024-12 entitled "Operating and User Agreements for Bert Lacasse Baseball Stadium" **be received**;

And that By-Law 2024-040 and By-Law 2024-041 **be considered** for the first, second, third and final reading to authorize the Mayor and Clerk to execute Facility Use Agreements for Bert Lacasse Baseball Stadium with Tecumseh Baseball and St. Clair College.

- b. CRS-2024-13 St. Clair College Alumni Association Sponsorship Agreement 135 - 138

Recommendation

Moved by _____

Seconded by _____

That Report CRS-2024-12 entitled St. Clair College Alumni Association Sponsorship Agreement **be received**;

And that By-Law 2024-042 **be considered** for the first, second, third and final readings to authorize the Mayor and Clerk to execute the St. Clair College Alumni Association Sponsorship Agreement.

2. Development Services

- a. DS-2024-10 Encroachment Agreement Amendment Outdoor Patio Redesign 1125 Lesperance Road (Lesperance Plaza Inc.) 139 - 150

Recommendation

Moved by _____

Seconded by _____

That a by-law authorizing the execution of the “Brotto Investments Inc.” encroachment agreement amendment, as drafted by Wolf Hooker Law Firm, Town Solicitor, which facilitates the establishment of potentially three outdoor patios associated with the commercial uses located at 1125 Lesperance Road, **be adopted**, subject to the Owner executing the encroachment agreement amendment prior to the Town’s execution;

And that the Mayor and Clerk **be authorized** to execute the encroachment agreement amendment, as attached hereto and/or in such modified version as may be approved by the Town’s solicitor prior to execution and such further documents as are called for by the encroachment agreement amendment approved above including, but not limited to, the execution of the acknowledgement/direction required to register the encroachment agreement amendment on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the encroachment agreement amendment.

- b. DS-2024-11 Financial Incentive Program Grant Application Tecumseh Road Main Street Community Improvement Plan 1125 Lesperance Road (Lesperance Plaza Inc.) Sidewalk Cafe Grant Program 151 - 162

Recommendation

Moved by _____

Seconded by _____

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program for the property located at 1125 Lesperance Road (Roll No. 374406000002300), **be deemed eligible and approved** for the Sidewalk Café Grant Program in the amount of \$2,000 towards the costs associated with the construction and installation of an outdoor patio associated with a restaurant located on the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with DS-2024-11.

3. Public Works & Engineering Services

- a. PWES-2024-24 Lesperance Road Trail (CR22 to CR42) - Tender Award

163 - 170

Recommendation

Moved by _____

Seconded by _____

That report PWES-2024-24 Lesperance Road Trail (County Road 22 to County Road 42) – Tender Award, **be received**;

And that the tender for the Lesperance Road Trail (County Road 22 to County Road 42) in the amount of \$1,996,305 excluding HST **be awarded** to Total Source Contracting;

And further that By-law 2024-039 **be considered for** first, second, third and final readings to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's solicitor, with Total Source Contracting;

And furthermore, that funding allocations, reflecting a total budget requirement of \$2,632,177.74 with a \$166,572.26 decrease to the original allocation **be accommodated** as follows:

- Infrastructure Reserve – decrease from \$2,798,750 to \$2,632,177.74

- b. PWES-2024-25 School Crossing Guard Program Recommendation

171 - 190

Recommendation

Moved by _____

Seconded by _____

That Report PWES-2024-25 School Crossing Guard Program Recommendation **be received**;

And that the current School Crossing Guard Program **be phased out** and replaced with pedestrian crossover and traffic control measures as contained within the following policies:

- Community Safety Zone Policy 123
- Controlled Pedestrian Crossing Policy 124
- School Safety Zone Policy 125
- Speed Management & Traffic Calming Policy 126

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

P. By-Laws

- | | | |
|----|---|-----------|
| 1. | By-Law 2024-038 Lesperance Plaza Encroachment Agreement

Being a by-law to authorize the execution of an Encroachment Agreement between the Corporation of the Town of Tecumseh and Brotto Investments Investments Inc. | 191 - 196 |
| 2. | By-Law 2024-039 Lesperance Road Trail Tender Award

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Total Source Contracting for the Construction Services for the Lesperance Trail | 197 - 239 |
| 3. | By-Law 2024-040 St. Clair College User Agreement

Being a by-law to authorize the execution of an Facility Use Agreement between The Corporation of the Town of Tecumseh and Tecumseh Baseball Club | 240 - 251 |

4. By-Law 2024-041 Tecumseh Baseball User Agreement 252 - 264
Being a by-law to authorize the execution of an Facility User Agreement between the Corporation of the Town of Tecumseh and Tecumseh Baseball Club

5. By-Law 2024-042 St. Clair College Sponsor Agreement 265 - 269
Being a by-law to authorize the execution of an Sponsorship Agreement between the Corporation of the Town of Tecumseh and St. Clair College Alumni Association

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 23, 2024 270 - 270

R. New Business

S. Motions

1. Confirmatory By-Law 2024-043 271 - 272

Recommendation

Moved by _____

Seconded by _____

That By-Law 2024-043 being a by-law to confirm the proceedings of the Tuesday, April 23, 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, May 14, 2024

7:00 pm Regular Council Meeting

V. Adjournment

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, April 23, 2024 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Tuesday, April 9, 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 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
Manager Planning Services & Local Economic Development,
Chad Jeffery

A. Roll Call

B. Order

The Mayor calls the meeting to order at 7:25 pm.

C. Report Out of Closed Meeting

D. Moment of Silence

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

E. National Anthem

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

F. Land Acknowledgement

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

G. Disclosure of Pecuniary Interest

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

H. Minutes

1. Regular Council Meeting - March 26, 2024

Motion: RCM - 80/24

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

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

Carried

I. Supplementary Agenda Adoption

There are no supplementary agenda items.

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

Motion: RCM - 81/24

Moved by Councillor Alicia Higgison
Seconded by Deputy Mayor Joe Bachetti

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

Carried

K. Delegations

1. Next Steps for Tecumseh Housing Action Fund

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

The Director Development Services and Larry Silani, MilliarSilani Inc., presents the report as appended on the agenda and responds to questions from the Members.

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

Motion: RCM - 82/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Toniai

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

Carried

L. Communications

1. For Information:

- a. Alnwick Haldimand Township dated March 27, 2024
b. City of Brantford dated March 28, 2024
c. Greater Essex County District School Board dated April 2, 2024

Motion: RCM - 83/24

Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston

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

Carried

2. For Action:

There are no action items presented to Council.

M. Update from County Council and Boards

Essex County Council

A Member provides an update on [EMS Services](#) regarding Code Black and Reds experienced in the region. Furthermore, County Administration is drafting a [Natural Heritage Areas Preservation](#) by-law which will be a proactive approach to tree protection in the region.

Cada Library

A Member advised that the Canada library will host a grand opening in June.

N. Committee Minutes

1. Tecumseh Accessibility Advisory Committee - March 22, 2024

Motion: RCM - 84/24

Moved by Councillor Alicia Higgison
Seconded by Councillor James Dorner

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

Carried

2. Policies & Priorities Committee Meeting - March 26, 2024

Motion: RCM - 85/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Rick Tonial

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.

Carried

3. Police Services Board Meeting - March 28, 2024

Motion: RCM - 86/24

Moved by Councillor James Dorner
Seconded by Councillor Brian Houston

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

Carried

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

Motion: RCM - 87/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Brian Houston

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**.

Carried

O. Reports

1. Development Services

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

Motion: RCM - 88/24

Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

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.**

Carried

2. Public Works & Engineering Services

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

Motion: RCM - 89/24

Moved by Councillor Rick Tonial
Seconded by Deputy Mayor Joe Bachetti

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.**

Carried

P. By-Laws**1. By-Law 2024-028 Traffic By-Law Amendment Schedule P Rates of Speed**

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

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

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

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

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

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

Motion: RCM - 90/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That By-Law 2024-028 being 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;

That By-Law 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;

That By-Law 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;

That By-Law 2024-031 by-law 2024-031 being a by-law to designate School Safety Zones in the Town of Tecumseh;

That By-Law 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);

That By-Law 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;

That By-Law 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.

Be given first and second reading.

Carried

Motion: RCM - 91/24

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-Law 2024-028 being 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;

That By-Law 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;

That By-Law 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;

That By-Law 2024-031 by-law 2024-031 being a by-law to designate School Safety Zones in the Town of Tecumseh;

That By-Law 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);

That By-Law 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;

That By-Law 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.

Be given third and final reading.

Carried

Q. Unfinished Business

1. April 9, 2024

The Members receive the Unfinished Business listing for Tuesday, April 9, 2024.

R. New Business

Tecumseh Newsletter

The Director Technology & Client Services unveils the Tecumseh newsletter to the Members entitled "Your Tecumseh". The newsletter will be mailed to residents bi-annually and a digital copy will be posted on the Town's website.

Vacant lot at Tecumseh and Lesperance Roads

A Member expressed concern on condition of the corner vacant lot at Tecumseh and Lesperance Roads and if the Town can partner on some landscaping given the property's location. The Director Development Services advised that Administration has been in contact with the property owner and the maintenance of the land. The owner advised that they are working on development initiatives and the timeline for the development is unknown.

S. Motions

1. Confirmatory By-Law 2024-035

Motion: RCM - 92/24

Moved by Councillor James Dorner

Seconded by Councillor Tania Jobin

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.

Carried

T. Notices of Motion

There are no notices of motion.

U. Next Meeting

Tuesday April 23, 2024

4:30 pm Personnel Committee Meeting

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

7:00 pm Regular Council Meeting

V. Adjournment

Motion: RCM - 93/24

Moved by Councillor Alicia Higgison

Seconded by Councillor Rick Tonial

That there being no further business, the Tuesday, April 9, 2024 meeting of the Regular Council **be adjourned** at 8:28 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, April 9, 2024
Time: 6:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

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

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Legislative Services & Clerk, Robert Auger
Director Public Works & Engineering Services, Phil Bartnik
Director Development Services, Brian Hillman
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Planning Services & Local Economic Development, Chad Jeffery

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 6:00 pm.

C. Land Acknowledgement

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

D. Disclosure of Pecuniary Interest

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

E. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on A Zoning By-law amendment application for 259 Kensington Boulevard. The purpose of the proposed amendment is to rezone the property from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-9)” in order to facilitate the construction of a two-storey, two-unit dwelling (semi-detached dwelling) and establish site-specific lot provisions.

The Manager Planning Services highlights the zoning by-law amendment application as appended in the report on the agenda.

F. Delegations**1. Erida Ciellza, Applicant**

Chris Gosselin, Architect; Cooper, Amy and Zak Lane, Property Owner

The property owners Erida Ciellza and Cooper Lane; and Amy and Zak Lane, are joined with their Architect; Chris Gosselin. Ms. Ciellza explains that they already live in the neighbourhood and would like their kids to grow up in this area. She advises that the design is not a giant duplex that will be rented out. She states that they would like to reside at the house forever. Ms. Ciellza adds that the design of the home is to look like a single family home and not a semi-detached dwelling.

Mr. Gosselin explains that the two families came together to purchase the property. He advises that the design adheres to municipal by-laws and the development's frontages are smaller as they had to divide the property. The proposed design lends itself to the area. He adds that the design currently in the report does not show a lot of landscape but there is the intention to have landscape. Mr. Gosselin states that they have created something that is going to add value to the area, aesthetically beautiful and lasting value to the area.

Mr. Cooper Lane explains that he was born and raised in St. Clair Beach. He respects the area, the neighbours and was mindful in the design. He explains the features in the design which was to eliminate the look of a semi-detached dwelling.

Mr. Zack Lane explains the lack of housing affordability in the area and his desire to reside in St. Clair Beach. He adds that when this land became available, they got excited at the idea of coming back to the area.

2. Mallika Somayajuu, 258 Burlington Road

Ms. Mallika Somayajuu is joined by her husband Mihai Nitu, to express their concerns and opposition to the proposed zoning by-law amendment

application. Her property is directly behind 259 Kensington Boulevard. She indicates that there are many concerns with the proposed application. The first concern raised is the potential flooding to her property with the proposed three meter cement retaining wall on the proposed design. This retaining wall will force water from 259 Kensington to move to lower levels which could risk flooding surrounding properties. She adds that counter measures to prevent flooding on her property would be an enormous cost.

The design's rear parking is raised which does not follow the neighbourhood home style of front yard parking. She adds that this rear parking design feature will increase smoke and noise which will affect her property and will not be able to use her backyard. She mentions privacy concerns with the balconies on the second floor which may negatively impact the value of her property.

Ms. Somayajuu files her speaking notes with the Clerk's office.

Mr. Mihai Nitu comments on the semi-detached footprint of the design and he's concerned with the water draining off the property. He adds that the design is for a two storey building and requests that the proposed design is the same height as surrounding homes.

The Manager Planning Services clarifies that the drawings are submitted as part of the application which are prepared by the applicant's Architect. He explains the height of the proposed development is 20 feet and advised that the zoning by-law currently permits up to 35 feet in height which this development is under. He adds that it is the responsibility of the homeowner to contain any water on the property and convey it to the municipal sewer system. The stormwater design has been approved by the Essex Region Conservation Authority.

3. Deborah Dignan, 251 Kensington Boulevard

Deborah Dignan presents a petition with 158 signatures from residents who oppose this zoning by-law application for Council's consideration. The petition is filed in the Clerk's office.

Ms. Dignan explains her opposition to the zoning by-law amendment application by highlighting the development's proposed set backs, the design not homogenous to the neighbourhood due to the size of the development, and not conforming to current zoning by-laws. She is requesting that this application be put on hold to allow residents who live in St. Clair Beach an opportunity to give input to the new proposed zoning by-laws. She adds that her property would be negatively impacted as this semi-detached type of housing is the first on her street.

Ms. Dignan files her speaking notes with the Clerk's office.

4. Paul Closs, 313 Kensington Boulevard

Mr. Paul Closs indicates that he has lived at his residence for 31 years and adds that houses in the neighbourhood are single family dwellings. He is in opposition of the proposed zoning by-law amendment application. He believes in dwelling intensification to help with the housing crisis but neighbourhoods with single family dwellings should be maintained as they have been since the beginning. He adds that the danger with this application is that it would be precedent setting for the neighbourhood.

He files his speaking notes with the Clerk's office.

5. Matthew Tobin, 289 Clovelly Road

Mr. Matthew Tobin is opposed to the zoning by-law amendment application. He raised concerns with the proposed development along with the legislation on land use and zoning compatibility in neighbourhoods which permits site specific exemptions. This can lead to a slippery slope of other developments such as duplexes and triplexes to be allowed. He adds that this is a great concern as it can lead to permanent changes to an established community.

Mr. Tobin files his speaking notes with the Clerk's office.

6. Chris Dignan, Property Owner

This delegation did not present at this meeting.

7. Robert and Judith Munro, 137 Kensington Boulevard

Judy Munro is joined with her husband Robert, who reside at 137 Kensington Boulevard and are opposed to the zoning by-law amendment application. Mrs. Munro states that this application request has many changes that are major variances than the by-law permits. She is concerned that an approval of this application would set a precedent in the neighbourhood. This development is not harmonious with the neighbourhood.

Mr. Munro reiterates that the variances requested in this application are major. Judy and Robert submit their speaking notes to the Clerk's office.

8. Barry Boghean, 14055 Riverside Drive East

Barry Boghean is in opposition to this zoning by-law amendment application. He states that any new multi family dwellings need to be built on land where the buyers and residents know what they are buying, such as property north of the Holiday Inn on Amy Croft. To retrofit a residential area with high density housing is not fair to the neighbours. This will lower property values in the neighbourhood.

He adds that Kensington Boulevard is a small one way road with high pedestrian traffic and not designed for high vehicle traffic. This

development will have two families on a single lot with four cars, and if they rent their basements, there could be more vehicles. This area is not suitable for high density housing.

Mr. Boghean files his speaking notes with the Clerks office.

The Mayor opens the floor to questions from the public.

Justin Bogucci, 379 Arlington Boulevard

Mr. Bogucci comments on the recent initiatives by the Federal and Provincial governments to combat the housing crisis. He moved his family from Toronto into the neighbourhood. He adds that this development is upsetting to see changes in the neighbourhood with increased intensification.

Diane Pole

Ms. Pole has lived in St. Clair Beach for 37 years. She raises concern for increased duplexes in the area which will result in an increased number of vehicles, and decreasing her property value.

Chris Gosselin, Architect

The Architect responds to some of the issues raised. The matter of drainage is raised, he explains that regardless of the type of housing, the Essex Region Conservation Authority (ERCA) prescribes elevations for new home construction and a retaining wall has to be introduced. He adds that engineering has been developed to make sure all water on the property is drained. The applicants are simply trying to build on the property. There are two families with children. The Architect indicates that the design of development is respectful of the neighbours. He states that the Town provides the setbacks for the development which this application adheres to.

Deb Dignan, 251 Kensington Boulevard

Ms. Dignan raises flooding concerns with the retaining wall and the elevation raised on the development and asked if larger municipal stormwater pumps were constructed if that would allow for a reduction in the minimum flood elevations.

The Mayor explains that ERCA sets the standards and with the proximity to the lake. He notes the benchmarking for these standards has increased dramatically. The Town does monitor lake levels and invested funding into a new pumping station to mitigate flooding issues. He adds that Beach Grove is a natural flood plan for the former Village of St. Clair Beach. Ms. Dignan inquires on the measurement difference with developments with a retaining wall and those who do not need one and measurement differences in the road grade if the house has a basement.

The Director Development Services advised that this area of former St. Clair Beach is subject to rainwater flooding and Lake St. Clair flooding. Therefore, the sizing of pumps will not have a bearing on the minimum flood elevations.

Ms. Dignan indicates she is concerned on the location of the driveways for this development.

The Director Public Works & Engineering Services explains the elevation requirements when development is occurring in a flood prone area. The Town has undertaken a study called the Shoreline Management plan and he explains the results of this study and ERCA's requirement for a development's elevation.

Mihai Nitu, 258 Burlington Road

Mr. Nitu states they should not build a duplex, they should build a single family dwelling like the neighbourhood.

Lowanna Closs, 313 Kensington

Ms. Closs explains her love of this area and opposition to have duplexes next to our house or someone else.

G. Communications

1. Notice of Public Meeting dated March 20, 2024
2. Letter from Paul Closs Resident dated March 26, 2024
Re: ZBA 259 Kensington Blvd
3. Anonymous Letter from Resident dated April 4, 2024
Re: ZBA 259 Kensington Blvd
4. Essex Region Conservation Authority dated March 21, 2024
Re: Zoning By-Law Amendment 259 Kensington Blvd

Motion: PCM - 01/24

Moved By Councillor Rick Tonial
Seconded By Councillor Brian Houston

That Communications - For Information 1 through 4 as listed on the Tuesday, April 9, 2024 Public Council Meeting Agenda, **be received**.

Carried

H. Reports

1. DS-2024-06 Zoning By-Law Amendment 259 Kensington Boulevard
Scheduling of a Public Meeting

Motion: PCM - 02/24

Moved By Councillor Brian Houston
Seconded By Councillor Alicia Higgison

That Report DS-2024-06 entitled "Zoning By-Law Amendment, 259 Kensington Boulevard, Scheduling of a Public Meeting" **be received.**

Carried

I. Adjournment

Motion: PCM - 03/24

Moved By Councillor Rick Tonial
Seconded By Councillor Alicia Higgison

That there being no further business, the Tuesday, April 9, 2024 meeting of the Public Council Meeting **be adjourned** at 7:16 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

From: Tom Kitsos, Director Financial Services & Chief Financial Officer

Date to Council: April 23, 2024

Report Number: FS-2024-05

Subject: Windsor-Essex Provincial Offences Act Annual Report 2023

Recommendations

It is recommended:

That Report FS-2024-05 Windsor-Essex Provincial Offences Act Annual Report 2023 **be received** for information.

Background

The Windsor-Essex Provincial Offences Program was created as a special purpose vehicle to accept the transfer of the Provincial Offences Act (POA) responsibilities from the Province. It generates a net surplus from operations that is shared among the participating municipalities.

The Inter-municipal Service Agreement (ISA) governs the operation of the POA Program. The Windsor-Essex Court Service Area Liaison Committee is an advisory panel and is composed of one representative from each participating municipality. The Committee serves as the liaison between the City of Windsor and the serviced municipalities on matters relating to the operation of the POA Program.

The ISA provides, among other things:

- That the program is delivered by the City of Windsor;

- Net revenues are shared based on proportionate weighted assessment;
- Dispute resolutions provisions; and
- Governance provisions.

Section 2.5 of the ISA for the Windsor-Essex Provincial Offences Program provides that:

“The Committee (Windsor-Essex Court Service Area Liaison Committee) shall submit a report outlining the Committee’s activities to the parties’ Councils a minimum of once per year.”

The term of the ISA has been renewed since inception and is currently set to expire December 31, 2026.

The POA Program is responsible for the collection and enforcement of “ticketed” offences pursuant to Parts I and III of the *Provincial Offences Act*, such as violations to the *Highway Traffic Act*, *Liquor License Act*, fines issued under various statutes, etc. The POA Program excludes Part II offences (parking), which are administered by each municipality directly. Criminal matters continue to be processed and prosecuted through the provincial court system.

Comments

Attached for Council’s information is a copy of the 2023 Annual Report for the Windsor-Essex POA Program as reviewed and recommended by the Committee on March 20, 2024.

The Annual Report (attached) contains sections on:

Message to our Municipal Partners:

- A. Background & Operational Activities
- B. Liaison Committee
- C. Caseloads & Statistics
- D. Defaulted POA Fines Enforcement
- E. Financial Results
- F. Revenue Distribution Details

The following excerpt from the Message to our Municipal Partners provides Key Highlights for the 2023 year:

- A POA specific Write Off Policy was approved by council on January 16, 2023. In 2023, \$1,335,638.74 was written off under this new policy.
- The Provincial Offences Office became Payment Card Industry (PCI) compliant as of October 26, 2023 ensuring all our credit card transactions are processed securely and in accordance with the new City policy.
- Legislative changes were implemented which now allow for court staff to convict defendants who do not attend court which should free up time for Justices of the Peace, and court staff can now grant re-openings which should also help free up time for Justices of the Peace.
- Successfully upgraded the Collection Agency Management System (CAMS) from version 3.18 to 3.21, which included enhanced administration features and reporting mechanisms.
- The Windsor-Essex POA program ended the year with a net operating profit of \$1,007,689.

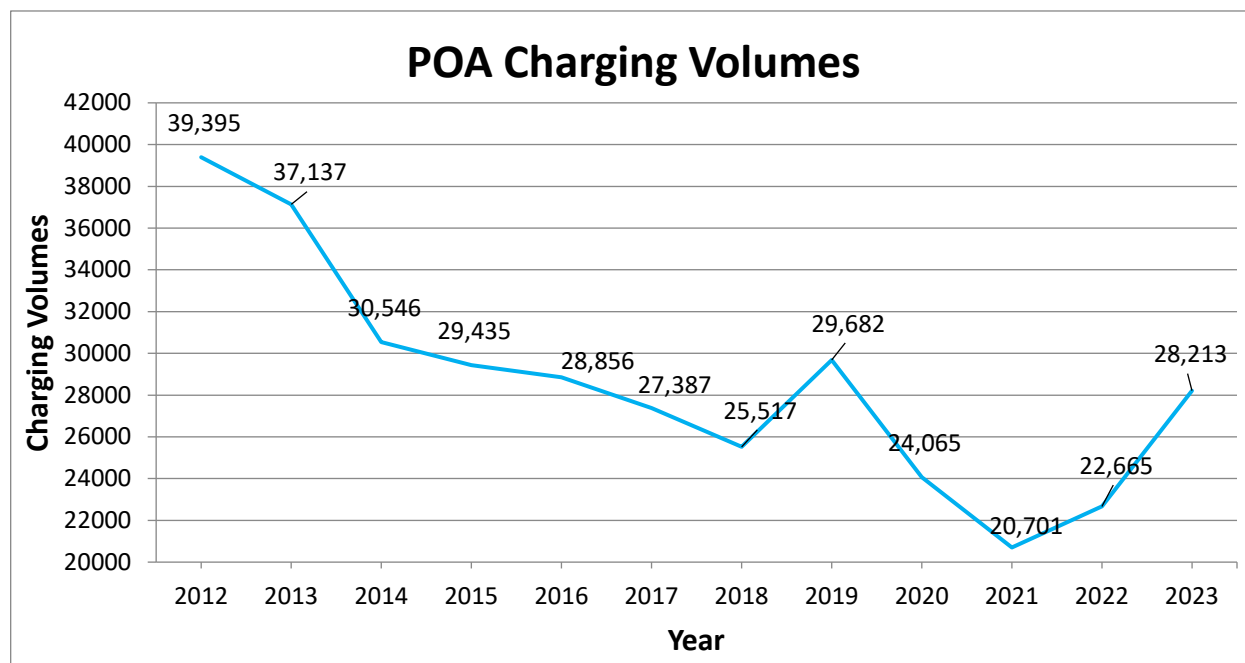
The main focus of the POA Committee continues to be an emphasis on collecting fines, current and defaulted, as well as continuing to improve efficiencies, streamline processes and strengthen business relationships. The total outstanding fines amount is \$44.7M (2022 - \$45.1M), of which \$4.1M (2022 - \$5.1M) is the pre-transfer of responsibility receivables, where pre-transfer receivables were reduced by \$1.3M following the POA specific Write-off Policy approved in 2023. Further details can be found in Section D of the report.

The primary factor contributing to the declining trend in POA revenue has been the steady decline in charging volumes. However, an additional contributing factor, particularly experienced in 2023, is the amount of judicial resources available to the POA. Specifically, courtroom operating hours and matters heard in court declined significantly year-over-year from 2022 to 2023. As noted in the annual report, "It is clear that even with the number of tickets increasing, our production is restricted due to insufficient courtroom operating hours."

The POA office has been advocating to have more Justices of the Peace appointed and assigned to Windsor. In January 2024, the Ministry of the Attorney General announced the appointment of two additional Justices of the Peace for Windsor. It is estimated that these two Justices, expected to be available late this year, will result in one additional court day per week, which should result in increased revenue for 2024.

A Red Light Camera (RLC) Program was introduced at ten select traffic intersections within the City of Windsor in 2022. A red light running camera is a type of traffic enforcement camera that captures an image of a vehicle that enters an intersection during a red light.

The RLC program charging volumes (6,141 tickets) made up 21.8% of the overall tickets received in 2023 (2022 - 23.9%).



Ontario Regulation 355/22 under the Highway Traffic Act allows for the use of Administrative Penalties (AP) (also known as Administrative Monetary Penalties or AMPs) for vehicle-based offences captured by automated enforcement systems such as Automated Speed Enforcement and Red Light Cameras.

APs are administered by the municipality, outside of the traditional POA system, and the penalty revenue goes directly to the municipality. The suitability of the AP process for the existing RLC program is currently being explored by City of Windsor Administration. As Council is aware, the Department of Legislative Services & Clerks is also exploring the use of AMPs for certain enforcement matters.

Consultations

None

Financial Implications

The Town's share of the net surplus from the POA revenues had been historically included in the annual budget at \$150,000 but was reduced to \$130,000 for 2016 to reflect the trend in declining revenues that had appeared. The decline in revenue has continued and the Town's budget has been reduced further, currently at \$80,000 for 2024. The total revenue received since 1999, summarized in five-year periods is:

Year	Total Net Profit (\$)	Tecumseh Share (\$)	Tecumseh Annual Avg. (\$)	Tecumseh (%)
2019-2023	\$5,131,686	\$379,220	\$75,844	7.39%
2014-2018	\$7,976,208	\$587,641	\$117,528	7.37%
2009-2013	\$10,782,000	\$807,574	\$161,515	7.49%
2004-2008	\$10,790,000	\$803,454	\$160,691	7.45%
1999-2003	\$15,492,600	\$1,181,199	\$236,240	7.62%
Total	\$50,172,494	\$3,759,088	\$150,364	7.49%

The COVID-19 pandemic was a significant influence on the sharp reduction in revenues for the 2019-2023 period, with annual charging volumes bottoming out in 2021 at 20,701. The trend of declining revenues has been reversed, for 2023 at least, largely in part to the introduction of the RLC program in 2022. This may be short-lived should the long-term trend of declining charges continue combined with a City move of the RLC program to an AP process, and may challenge the future financial self-sustainability of the POA program itself.

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:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Windsor-Essex Provincial Offences (POA) Annual Report 2023

WINDSOR/ESSEX PROVINCIAL OFFENCES (POA) ANNUAL REPORT

The 2023 Annual Report is a detailed summary that highlights the activities and operations of the Windsor/Essex POA department throughout the year. It is provided to the Liaison Committee Members every year and includes an overall assessment of the operations and its structure, key performance indicators and financial results.

Issued on: March 14,
2024

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MESSAGE TO OUR MUNICIPAL PARTNERS

It is my pleasure to present the 2023 Windsor/Essex Provincial Offences Annual Report which details the operational results and financial performance that we achieved throughout the year.

The POA team members worked diligently throughout the year to meet its objectives and supported a number of new initiatives that had a positive impact on the overall business operations. Some of the key highlights include:

- A POA specific Write Off Policy was approved by council on January 16, 2023. In 2023, \$1,335,638.74 was written off under this new policy.
- The Provincial Offences Office became PCI compliant as of October 26, 2023 ensuring all our credit card transactions are processed securely and in accordance with the new City policy.
- Legislative changes were implemented which now allow for court staff to convict defendants who do not attend court which should free up time for Justices of the Peace, and court staff can now grant re-openings which should also help free up time for Justices of the Peace.
- Successfully upgraded the Collection Agency Management System (CAMS) from version 3.18 to 3.21, which included enhanced administration features and reporting mechanisms.
- The Windsor/Essex POA program ended the year with a net operating profit of \$1,007,689.

In 2024 the department will continue to explore avenues to improve our court processes and operating environment for the public to ensure equal and efficient access to justice. We anticipate and look forward to continued legislative changes aimed at modernizing the provincial offences court system.

Sincerely,

Chris Carpenter

Manager of Provincial Offences

SECTION A – BACKGROUND & OPERATIONAL ACTIVITIES

In 1998, the province enacted Bill 108 which amended the Provincial Offences Act (“POA”) thereby enabling it to transfer various responsibilities of the POA Court system to municipalities across Ontario. Offences governed by the POA are regulatory in nature created pursuant to provincial statutes such as the Highway Traffic Act, the Compulsory Automobile Insurance Act, the Liquor License Act, and the Trespass to Property Act, to name a few. The transfer of POA responsibilities included court support and administration functions, the prosecution of ticketed offences under Part I of the POA (with the more serious charges under Part III continuing to be prosecuted provincially), as well as the collection and enforcement of most fines. Part II matters (also known as parking ticket) and the collections of those tickets are handled by the Parking Enforcement division of the City of Windsor under the administrative penalty system. The POA Transfer did not include criminal matters, which continue to be processed and prosecuted in a court system managed by the province.

The Windsor/Essex Provincial Offences Program (“POA Program”) was created as a special-purpose vehicle to accept the transfer of POA responsibilities from the province. It functions as a self-funding, operating division of the City of Windsor (“City”), having been established for the express purpose of locally implementing the POA Transfer at the regional level.

Although rooted in legislation, the POA Program is essentially governed by a number of contracts, consisting of the following agreements:

- The Transfer Agreement between the City and the province of Ontario as represented by the Ministry of the Attorney General (“MAG”), consisting of 2 contracts, namely a generic Memorandum of Understanding (“MOU”) and a Local Side Agreement (“LSA”). The Transfer Agreement sets forth the City’s responsibilities and duties, inclusive of various guidelines and standards;
- The Intermunicipal Court Service Agreement (“ISA”) entered into amongst the City and those other affected municipalities together constituting the Windsor/Essex Court Service Area (“Area”), which encompasses the geographic territory consisting of the City of Windsor, the County of Essex and Pelee Island. It serves to outline the roles and responsibilities of the POA Program and the 9 serviced municipalities.

The ISA provided for an initial term of six fiscal years, commencing on March 5, 2001 (the live transfer date) through December 31, 2006. The ISA has been renewed three times since the original agreement each time for a period of 5 years. The current agreement which was renewed in 2021 commenced January 1, 2022 and expires December 31, 2026.

The POA Program also has responsibility for various POA Court operations at the Leamington courthouse, where the POA Court presided the 1st, 3rd and 5th Thursday of every month prior to the pandemic. At the time of writing this report, the Leamington courthouse operations have

not resumed. The proceedings that would typically be held in Leamington are being held virtually in Windsor courts. If and when the Leamington courts open back up to in person proceedings, Windsor/Essex POA will review its operations and determine the best course of action moving forward with hosting POA matters at this location.

The POA Program provides services and facilities to various stakeholders within the administration of the justice system. These stakeholders include law enforcement personnel whose mandates entail the initiation of proceedings against defendants alleged to have violated provincial legislation and municipal by-laws, defendants and their legal representatives, victims of such violations, various provincial authorities, as well as an independent and impartial judiciary. Operations of the POA Program fall into four functional categories. These four sections together constitute the operational aspects of the POA Program:

Court Administration: This area has general carriage of the POA Court office. Responsibilities include the intake, processing, filing and preservation of charging documents (i.e. tickets) and associated certificate control lists received from law enforcement agencies; the intake of mail and allocation and processing of payments and legal documentation; tracking of on-line remittances via www.Paytickets.ca; staffing of cashier stations to handle payments and queries; generation of POA Court dockets including fail-to-respond, trial, first appearance, and Early Resolution; setting of trials; procuring interpreter services; liaising with police court services personnel; intake and processing of motions, re-openings, appeals and applications for extensions of time to pay fines; maintaining updated data in the provincial mainframe application known as the Integrated Courts Offences Network (“ICON”); enforcement of delinquent fines via driver’s license suspensions; processing of daily financial matters; procurement of equipment/supplies; and overall maintenance of the operations. Due to changes enacted by Bill 177, court administration, as clerks of the court, are able to review and approve reopenings as well as extensions of time to pay and convict fail to respond matters as of November 1, 2021.

Court Support: This area is composed of POA Court monitors, being a combination of court clerks/reporters whose responsibilities include ensuring that the POA Court dockets and associated charging documents are properly presented in court; paging defendants; assisting the Justices of the Peace in arraignments and endorsements; issuing statutory warnings to defendants; generating payment slips to defendants wishing to immediately satisfy imposed fines; maintaining updated ICON data; ensuring that the proceedings are properly recorded; typing transcripts for use in appeals and other proceedings; logging and preserving exhibits including disposal of same in accordance with judicial directions or retention requirements. Due to changes enacted by Bill 177, court clerk reporters, as clerks of the court, are able to convict 9.1.b convictions for fail to respond individuals in an early resolution setting.

Prosecution: The Municipal Prosecutors appear in POA Court to call the trial list and to conduct trials, to deal with motions, to set trial dates; they meet with defendants and their representatives in conjunction with the Early Resolution process with a view to resolving matters;

they review law enforcement files to ensure that matters should be proceeded with and assist with disclosure to Defendants and their Representatives and they appear in the higher courts on both prosecution and defence appeals. Municipal by-law matters are heard in POA court and each municipality prosecutes their own by-laws. In 2023, Part III matters under the POA remained the prosecutorial responsibility of the Crown Attorney's office &/or specialist Prosecutors provided by various ministries.

On December 14, 2017, Bill 177 – Stronger, Fairer Ontario Act - was passed by the Legislative Assembly of Ontario that enables the Attorney General to enter into agreements with municipalities to transfer responsibility for certain prosecutions currently prosecuted by the Ministry's Criminal Law Division under Part III of the POA. Based on the current wording of the legislation, a Part III transfer is permissible, but not mandatory, and municipalities have made it clear to the Ministry that taking on this transfer would need to be approved by their respective councils. If Part III offences are transferred to the municipalities, the Crown Attorney's office will continue to monitor the more serious cases. Based on a preliminary review of the statistics regarding Part III matters, it is expected that an additional prosecutor would need to be added to the permanent staff establishment. Further incentives would need to be provided in order to recommend the transfer to Council. The prosecution of City of Windsor By-laws was transferred to the POA Municipal Prosecutors from the Legal Department in 2017. The Municipal Prosecutors are also prosecuting charges laid by any of the Fire Services in Essex County.

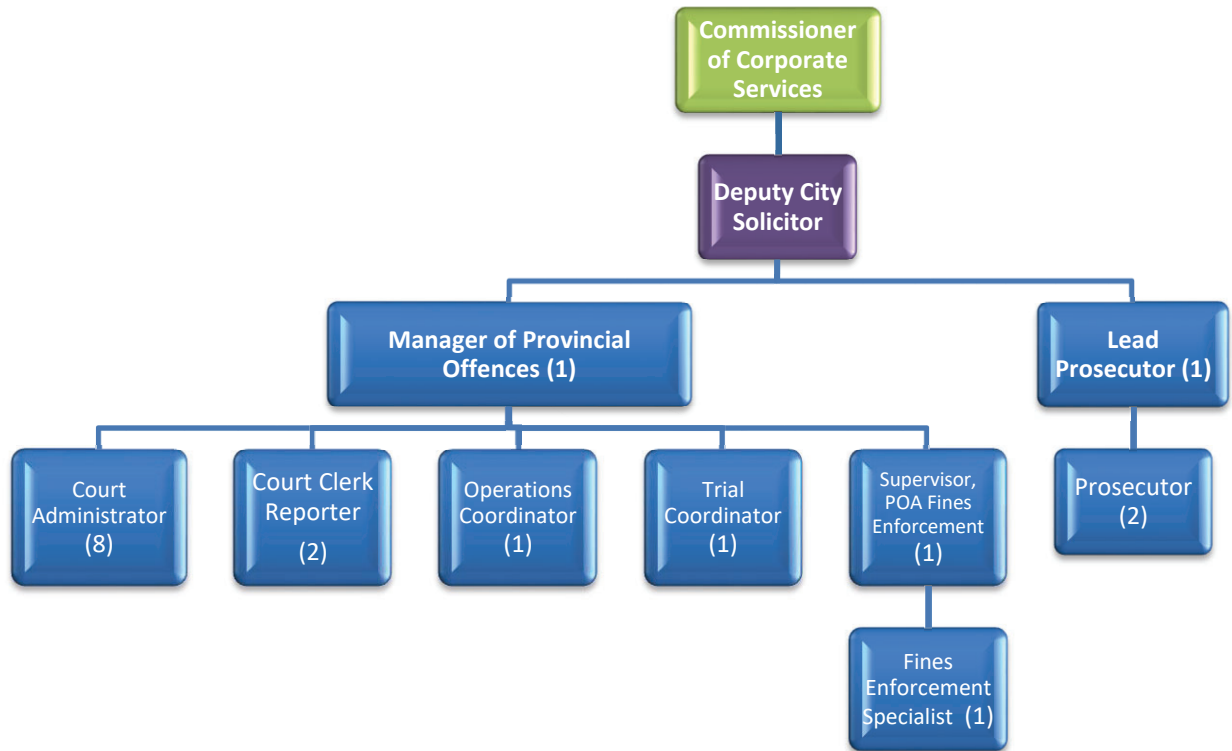
Fines Enforcement (Collections): One POA Fines Enforcement Supervisor along with one POA Fines Enforcement Specialist are responsible for ensuring that POA Court judgments, being orders imposing monetary penalties, are honoured by defendants including seeing to it that certificates of default are prepared and filed in a timely fashion at the Superior Court of Justice; for sending out dunning letters; for locating and meeting with defendants having defaulted fines and making arrangements for collecting; for ensuring that writs of seizure and sale and garnishments are proceeded with in appropriate cases; for attending on judgment debtor examinations primarily at the Small Claims Court level; for filing proofs of claim with trustees in bankruptcy and estate trustees; and for liaising with collection agencies and credit bureaus with which the POA Program has relationships.

The Windsor POA facility also houses a satellite office of the Police Court Services Branch. Among other things, that office works closely with the Prosecutors to ensure that law enforcement files are available for use at trials, at Early Resolution meetings and on appeals. The Court Services office also advises Police Officers of trial dates, summons lay witnesses, arranges for personal service of court documents, provides disclosure to Defendants and their legal representatives and procures necessary official documentation for use in court as evidence.

An organizational diagram of the POA Program is included and identified as CHART A-1, which was in effect at the end of the subject reporting period.

CHART A-1

ORGANIZATIONAL CHART OF THE WINDSOR/ESSEX POA OFFICE



SECTION B – LIAISON COMMITTEE

The ISA calls for the setting up of an administrative advisory panel, being the Windsor/Essex Court Service Area Liaison Committee (“Liaison Committee”), composed of one representative from each participating municipality. Among other items, the 10-person Liaison Committee:

- Serves as the liaison between the City and the 9 Served Municipalities on all matters relating to the operation of the POA Program
- Reviews all reports submitted by the Commissioner of Corporate Services and Deputy City Solicitor in conjunction with the Manager of Provincial Offences and makes recommendations to the operations of the POA Program
- Reviews and recommends for approval the annual budgets
- Generates an annual report for review by the respective councils of the participants

By virtue of the ISA, each party municipality provides a member of its administration as its Liaison Committee representative, with the Windsor representative currently being the Commissioner of Corporate Services. The latter is also the Chair.

For 2023, the final composition of the POA Liaison Committee was as follows:

MUNICIPALITY	MEMBER	POSITION
Amherstburg	Tracy Prince	Director, Corporate Services/CFO
Essex (County)	Melissa Ryan	Director of Financial Services/Treasurer
Essex (Town)	Kate Giurissevich	Director, Corporate Services/Treasurer
Kingsville	Ryan McLeod	Director of Fin. & Corp. Services/Treasurer
Lakeshore	Justin Rousseau	Director of Finance/CFO
LaSalle	Dale Langlois	Director of Finance/ Treasurer
Leamington	Laura Rauch	Director of Finance & Business Services
Pelee	Michelle Feltz	Treasurer/Tax Collector
Tecumseh	Tom Kitsos	Director of Financial Services/CFO
Windsor	Dana Paladino (Chair)	Commissioner of Corporate Services
Windsor	Chris Carpenter	Manager of Provincial Offences

The Liaison Committee is mandated by the ISA to convene at least twice annually. In 2023, there were two meetings that were held on the following dates and locations:

Date

April 5, 2023

November 20, 2023

Location

Remote Meeting through Zoom

Remote Meeting through Zoom

SECTION C – CASELOADS & STATISTICS

The POA Program’s caseload is dependent upon charges laid by professional law enforcement personnel and agencies. The workflow of the POA Program commences with the initiation by Police and other Officers of legal proceedings against alleged violators of provincial legislation and municipal by-laws. Legal proceedings are instituted by personal service upon the defendant by either a Provincial Offence Notice (also known as a Part I ticket) or a more formal Summons to Defendant requiring attendance at court (also known as a Part III ticket). These charges are ultimately disposed of by an independent and impartial judiciary presiding in the form of the POA Court. Pursuant to Part X of the POA and the Transfer Agreement, the POA Program receives fine revenue from Part I and Part III charges, provided that the fine revenue is not “dedicated” to some special purpose. Further detailed distinctions are possible, as indicated below:

- Charges laid by traditional Police forces, being local police services including the OPP: all fine revenues belong to the POA Program virtually without exception unless the charges are laid under federal legislation or under certain municipal bylaws
- Charges laid by specialized Police forces, such as the OPP contingent securing Casino Windsor: for the most part all fine revenues belong to the POA Program, unless charges are laid under federal legislation (for example by the CNR or CPR police under the *Railway Safety Act* of Canada)
- Charges laid by specialized agencies and most Provincial Ministries, for example the Ministry of Labour under the *Occupational Health and Safety Act*: for the most part all fine revenues belong to the POA Program, unless there is statutory dedication
- Charges laid by Municipal Inspectors and Police Officers under bylaws (e.g. licensing, zoning, noise, prohibited turns, parking, etc.) and provincial statutes (e.g. *Building Code Act*): the fine revenues belong to the charging municipality, with the POA Program receiving no compensation for services rendered and facilities made available, other than relatively insignificant court costs/fees
- Charges laid under federal enactments, or by certain Provincial Ministries or bodies in situations where the fines are statutorily “dedicated” to special purposes: the POA Program receives no fine revenue or other compensation for services rendered and facilities made available, other than relatively insignificant court costs/fees.

In 2023, the POA Program took in a total of 28,213 charging documents, for a monthly average intake of approximately 2,351 tickets. TABLE C-1 which follows below shows the charging volume for each agency and the year over year percentage change.

NOTE: *The numbers and/or percentages of charges do not necessarily translate into more or less fine revenue generation. The quality of the charges is important along with the final resolution of the fines.*

Table C-1: 2023 CHARGING VOLUME BY AGENCY

Agency	2023	% Change '23 vs. '22	2022	% Change '22 vs. '21
Windsor Police	10,949	39.8%	7,834	-26.7%
Ministry of Transportation	2,194	37.6%	1,595	21.3%
RLC-Joint Processing Centre	6,141	15.5%	5,318	N/A
Essex OPP	5,437	32.3%	4,109	19.1%
Tecumseh OPP	274	80.3%	152	-42.9%
Leamington OPP	405	11.9%	362	-54.0%
Lakeshore OPP	214	-10.8%	240	-54.5%
Essex Town OPP	82	-24.1%	108	-34.9%
Kingsville OPP	122	-20.8%	154	-53.3%
LaSalle Police	1,228	-39.3%	1,226	84.4%
Essex Detachment Heat Unit	0	N/A	0	-100.0%
Canadian Pacific Rail Police	333	-2.9%	343	-44.1%
Ministry of Natural Resources	229	-5.4%	242	19.8%
Windsor Fire Department	39	62.5%	24	33.3%
Casino OPP	12	50.0%	8	33.3%
Windsor Essex County Health Unit	60	-38.8%	98	-50.8%
Windsor Bylaw	182	93.6%	94	-27.1%
Ministry of Finance	5	N/A	0	-100.0%
Ministry of Labour	110	182.1%	39	-57.1%
Ministry of Environment	51	6.3%	48	-34.2%
Ministry of Solicitor General	9	125.0%	4	N/A
Ontario College of Trades	0	N/A	0	N/A
Lakeshore Fire	1	-88.9%	9	200.0%
Humane Society – Windsor	1	N/A	0	N/A
Amherstburg Bylaw	22	2100.0%	1	-94.4%
Amherstburg Fire Department	0	-100.0%	1	-75.0%
Lakeshore Bylaw	43	437.5%	8	100.0%
Canadian Heritage Parks	45	28.6%	35	29.6%
Electrical Safety Authority	0	-100.0%	4	N/A
Real Estate Council - Windsor	0	N/A	0	N/A
OPP-Traffic Mgt/Ride Mount Forest	0	N/A	0	N/A
OPP-Traffic Mgt/Ride London	39	-31.6%	57	103.6%
Orillia O.P.P	5	150.0%	2	N/A
Kingsville Bylaw	5	150.0%	2	-71.4%
Ontario Motor Vehicle Industry Council	65	-4.4%	68	44.7%
Tarion Warranty Corp	0	N/A	0	N/A
Kingsville Fire	0	-100.0%	3	200.0%
Tecumseh Fire	3	N/A	0	N/A
Essex Bylaw	5	-50.0%	10	N/A
Essex Fire Department	1	-66.7%	3	N/A
Ministry of Municipal Affairs & Housing	6	100.0%	3	N/A
Ministry of Government and Consumer Services	36	N/A	0	N/A
Leamington Bylaw	103	1371.4%	7	-90.0%
Essex Region Conservation Authority	1	N/A	0	N/A
Canadian National Rail Police	0	N/A	0	N/A
Ontario New Home Warranties Program	0	N/A	0	N/A
OPP Pelee Island	0	N/A	0	N/A
Leamington Fire	36	-50.7%	73	N/A
London-Heat Unit	0	N/A	0	-100.0%
Alcohol & Gaming Commission	0	N/A	0	-100.0%
Workplace Safety & Insurance Board	0	N/A	0	N/A
Tecumseh Bylaw	1	N/A	0	-100.0%

Private Complaints	0	N/A	0	N/A
LaSalle Fire	2	N/A	0	N/A
Major Crime Squad	0	N/A	0	N/A
Public Health Agency of Canada	11	-97.1%	377	-7.1%
Greater Essex County District School Board	0	N/A	0	N/A
Probation Office	0	N/A	0	N/A
Wildlife Canada	0	N/A	0	N/A
Ministry of Agriculture & Food	0	-100.0%	4	100.0%
Childrens Aid Society	0	N/A	0	N/A
Probation Office - Windsor	0	N/A	0	N/A
Ministry of Environment, Conservation & Parks-Windsor	6	0.0%	6	N/A
Royal Canadian Mounted Police	0	N/A	0	N/A

External Benchmarking of Caseloads

Windsor experienced an increase in overall charges for 2023 with an 26.4% higher ticket volume than 2022. The majority of growth seen in 2022 was the result of the Red Light Camera (RLC) program coming online. Although the number of RLC tickets issued in 2023 did increase by 832 (15.6%) this only represents 14% of the total increase for 2023 (5,889 more tickets). TABLE C-2 below provides details on the charging volumes of various municipalities as well as Windsor and the total provincial charges filed.

Table C-2: 2023 CHARGING VOLUME COMPARATOR

Agency	MBN Canada	2023	% Change '23 vs. '22	2022	% Change '22 vs. '21	2021	% Change '21 vs. '20
Windsor	Yes	28,213	26.4%	22,324	8.09%	20,518	-16.3%
Barrie	Yes	33,542	18.2%	28,368	-64.51%	46,669	1.1%
Durham	Yes	127,229	26.1%	100,866	21.04%	79,640	12.5%
Hamilton	Yes	87,179	-1.3%	88,339	-0.20%	88,514	0.5%
London	Yes	37,741	15.7%	32,611	25.05%	24,443	-3.2%
Niagara	Yes	42,408	69.1%	25,086	-5.21%	26,393	-3.5%
Ottawa	Yes	297,647	59.3%	186,873	15.19%	158,478	21.6%
Thunder Bay	Yes	22,279	18.3%	18,834	28.35%	13,495	2.7%
Toronto	Yes	796,360	27.6%	624,286	7.02%	580,460	31.7%
Waterloo	Yes	66,123	42.2%	46,514	6.93%	43,289	-3.4%
Brampton	No	62,547	-1%	63,206	-22.32%	77,315	-29.5%
Brantford	No	15,134	33.2%	11,363	23.00%	8,749	-439.7%
Caledon	No	22,532	8.6%	20,744	-58.86%	32,954	74.2%
Chatham	No	8,902	13.7%	7,828	-21.65%	9,523	-180.3%

Guelph	No	22,578	32.5%	17,042	20.71%	13,513	-6.8%
Lambton	No	11,795	4.3%	11,308	18.46%	9,221	-53.5%
Provincial	N/A	2,238,216	26.8%	1,765,733	6.50%	1,650,915	15.7%

Operational Statistics

As shown above, our ticket volume increased by 26.4% to 28,213. In addition to the POA Program's caseload being dependent upon charges laid by professional law enforcement personnel and agencies, our ability to try cases is dependent on the amount of judicial resources made available to us. That is to say, the number of hours a Justice of the Peace is available to sit in our courts. Although our ticket volumes increased, we also experienced the following:

- \$5,419,699 in fines paid (2022 - \$5,682,011) **down 4.6%**
- 1,098 courtroom operating hours (2022 – 1,484) **down 26%**
- 5,088 Early Resolution meetings (Part I) (2022 – 4,783) **up 6.3%**
- 33,411 Matters heard in court (Parts I & III) (2022 - 40,890) **down 18.3%**

It is clear that even with the number of tickets increasing, our production is restricted due to insufficient courtroom operating hours. TABLE C-3 below shows that, for the most part, in areas where revenue has grown, court hours have also grown.

NOTE: Many factors influence the amount of revenue generated. Delinquent fine rates, dispute rates, rates of extension requests, number of dedicated fines etc. all impact overall revenues. The intention of the below chart is to show that year over year change in court hours impacts year over year revenues.

Table C-3: 2023 REVENUE AND COURT HOURS COMPARATOR

Agency		2022	2023	% Change '23 vs. '22
Windsor	Revenue	\$5,682,011	\$5,419,699	-4.6%
	Court Hours	1,484	1,098	-26%
Barrie	Revenue	\$3,600,511	\$3,900,575	8.3%
	Court Hours	505	798	58.1%
Durham	Revenue	\$9,859,824	\$12,140,714	23.1%
	Court Hours	806	1,066	32.3%
Hamilton	Revenue	\$13,565,258	\$16,247,809	19.8%
	Court Hours	970	1,082	11.6%
London	Revenue	\$7,127,255	\$7,445,312	4.5%
	Court Hours	765	1,047	36.9%
Niagara	Revenue	\$4,322,578	\$7,353,591	70.1%
	Court Hours	981	672	-31.5%
Ottawa	Revenue	\$29,910,374	\$38,095,827	27.4%
	Court Hours	874	1,214	39%
Thunder Bay	Revenue	\$2,930,681	\$3,638,832	24.2%
	Court Hours	563	669	18.7%

Toronto	Revenue	\$56,245,653	\$81,333,137	44.6%
	Court Hours	4,138	6,612	59.8%
Waterloo	Revenue	\$8,419,199	\$9,189,821	9.2%
	Court Hours	891	719	-19.3%
Brampton	Revenue	\$11,200,039	\$11,226,665	0.2%
	Court Hours	1,462	1,857	27.1%
Brantford	Revenue	\$1,786,841	\$2,781,587	55.7%
	Court Hours	162	466	187.3%
Caledon	Revenue	\$3,468,124	\$3,421,088	-1.4%
	Court Hours	480	508	5.8%
Chatham	Revenue	\$1,466,020	\$1,506,830	2.8%
	Court Hours	341	241	-29.5%
Guelph	Revenue	\$3,859,417	\$3,509,790	-9.1%
	Court Hours	422	329	-21.9%
Lambton	Revenue	\$1,641,888	\$1,740,269	6%
	Court Hours	366	249	-32%

A decrease in court room hours has had several operational impacts on the POA program.

There is insufficient court time to facilitate the number of new charges leading to a backlog of cases. This backlog results in charges exceeding 18 months between the time of the charge being issued and the conclusion of the trial. As a result, charter applications have been received which consume a considerable amount of resources. Often a viable rationale for the delay, beyond citing a lack of judicial resources, cannot be mounted and the charges have to be dropped.

With limited court hours less matters can be dealt with each year. In 2023, 33,411 events were heard compared to 40,890 events in 2022 (a decrease of 18.3%). The number of events heard in 2021 were 46,883 representing a 12.8% decrease from 2021 to 2022. Over this 2-year period, the number of events heard in court dropped by 28.7%.

At this time, the greatest barrier to revenue growth is the lack of court room hours. In an effort to make the most effective use of court time a focus has been put on early resolution meetings as they take much less court time per matter. Early resolution meetings increased 6.3% year over year and will continue to be a focus of the POA Program. Part 1 offences can be paid without going to trial. Approximately 46% of the 24,496 part 1 offences issued in 2023 were paid without going to trial. In 2024, the POA office will be reviewing options to encourage the prepayment of tickets to reduce the demand for court hours.

The POA office has also been advocating to have more Justices of the Peace appointed and assigned to Windsor. On January 29, 2024, the Ministry of the Attorney General announced the appointment of two additional Justices of the Peace for Windsor. These Justices will take approximately one year to complete their training. In addition, our Local Administrative Justice of the Peace Renaud has advised by September of this year, two additional Justices of the Peace assigned to Windsor will have completed their training. Justice Renaud has estimated that these two Justices will result in one additional court day per week. Assuming total ticket volumes are

maintained, this increase in judicial resources should result in increased revenue for 2024.

Red Light Camera (RLC) Offences

Red Light Cameras became operational in Windsor in January of 2022. A red light running camera is a type of traffic enforcement camera that captures an image of a vehicle that enters an intersection during a red light.

The key reasons why municipalities have installed cameras are to change driving behaviour, reduce angled collisions, and increase safety.

Below are the statistics for the second operational year of Red Light Cameras. The program produced a net profit of \$1,009,138 for the 2023 year and the offences made up 21.8% of the overall tickets received. Please note that this net revenue figure includes expenses directly related to the RLC program (such as camera rental charges and JPC fees) and does not factor in shared operating expenses such as staffing costs, office supplies, etc.

Ontario Regulation 355/22 under the Highway Traffic Act allows for the use of Administrative Penalties (AP) for vehicle-based offences captured by automated enforcement systems such as Automated Speed Enforcement and Red Light Cameras. APs are an alternative method to adjudicate these offences outside of the traditional POA court system. APs are penalties imposed directly by the municipality and are intended to encourage compliance without the need for a more serious judicial procedure. As APs are administered by the municipality, the appeal and payment process are considered to be more customer friendly. The penalty revenue goes directly to the municipality. The intention of the AP approach is to move offences that are considered less serious out of the POA system to allow POA resources to be focused on more serious offences. The suitability of the AP process for the existing Red Light Camera program is being explored by the City of Windsor's administration.

A separate Red Light Camera information report relating to the success of changing driving behaviors, reducing angles collisions and increased safety will be brought to Council from the City's Traffic Operations Department.

Table C-4: Red Light Camera Offences

Red Light Camera Offences Statistics														
Year to Date Revenue as of April 30, 2022														
RLC Revenue Received (Jan to Dec)		\$ 1,224,201.00												
RLC Expenses (Actuals*)		\$ 215,063.00												
Net		\$ 1,009,138.00												
*Note: JPC Toronto expenses are billed annually and have not been received as of April. Jenopik Expenses are billed monthly, however they are 1 month behind. Expenses reflected are direct RLC expenses and does not include any overhead expenses such as staffing, office expenses, etc.														
Agency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023	% of Total Volume
RLC-Joint Processing Centre	279	310	562	394	693	687	475	634	530	656	525	396	6,141	21.8%

SECTION D – DEFAULTED FINES ENFORCEMENT

Under the Transfer Agreement with MAG, the responsibilities of the City include the collection and enforcement of POA fines for and on behalf of the area. The POA Fines Enforcement area currently has two full-time employees.

Ongoing efforts to enforce defaulted fines continue to be aggressive and at the same time very challenging. Enforcement constitutes a highly labour-intensive activity which consumes a lot of resources and time. There are a variety of enforcement tools that are readily available and frequently used by the collection staff in order to encourage payment and/or to legally enforce payment of defaulted fines. Some of these include:

- Selectively adding defaulted fines to the tax roll of sole property owners for collection pursuant to section 441.1 of the Municipal Act.
- Registering Certificates of Default with the civil court having monetary jurisdiction, thereby constituting deemed orders or judgments for enforcement purposes.
- Filing and maintaining wage garnishment proceedings where the employer has been identified and the offender's employment status has been verified.
- Use of Collection Agencies. In addition to skip tracing and making the usual contacts with debtors, our collection agencies have reported numerous defaulters to the major credit bureaus, thereby impairing the creditworthiness of the offenders.
- Filing and maintaining Writs of Seizure and Sale with sheriff's offices, thereby erecting judicial liens against present and future proprietary interests.
- Driver's License suspensions and plate denials under various statutes and regulations.
- Intercepting indemnity deposits with permit-issuing City departments, by redirecting the indemnity refunds to POA where the indemnitors have defaulted fines
- Exercise of prosecutorial discretion to encourage defendants presenting themselves with fresh charges, to finally honour monetary sentences previously imposed by the POA Court.

Although not frequently used due to operational challenges and privacy legislation, there are other enforcement tools that can be applied to ensure collection efforts are maximized:

- Examinations-in-Aid of Execution, whereby judgment debtors may be examined in depth as to their abilities and means to make good their monetary obligations including being compelled to fully disclose their assets, liabilities, sources of income, bank accounts, RRSP's etc. (this tool is rarely used as our Collections staff would have debtors not attend their scheduled appointments and those that would attend did so because they had no ability to pay).
- Contempt hearings where debtors have refused or neglected to attend on examinations-in-aid.
- Garnishment proceedings whereby bank accounts, rentals from tenants etc. are

attached as information and used for enforcement (the more commonly used enforcement tool is the garnishment of wages which is discussed later in this report)

- Monitoring of death notices in the hopes of collecting from estates.
- Encouraging revocation of CVOR certificates in liaison with the Ministry of Transportation, respecting businesses making use of commercial motor vehicles whose operations perennially default on fines.

Active Collection Efforts

We recognize the fact that the POA department has little to no control over charging volumes therefore considerable efforts and resources are redirected towards implementing an active and aggressive collection model and procedures. The results of these efforts are summarized in the following sub-sections below.

Municipal Tax Rolling

Under Section 441.1 of the Municipal Act, 2001, a local municipality is permitted to add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine. Accordingly, a Defaulted Fine can only be added if the offender in default is the sole owner of the property. The Defaulted Fine is collected in the same manner as municipal taxes at the request of a municipality.

The tax roll process continued to be a supplementary collection tool to utilize in 2023. An additional 3 accounts were added in 2023 with a dollar value of \$9,457.50. We also collected \$3,132.50 through this method of collection in 2023 from accounts added in prior years.

Garnishment of Wages

The process of finding where an offender is employed is one of the most challenging tasks due to the limited amount of information that is available to our staff. In many cases the offenders are either unemployed, working for cash, or on some form of assistance which cannot be garnished.

However, when employment is confirmed and the garnishment documents are in place, it becomes one of the most effective enforcement tools. In 2023 we initiated 20 new garnishments and collected \$42,394.46 in revenue from all garnishments.

3rd Party Collections

On July 1, 2021, changes to our 3rd party collection vendors were made as a result of an RFP issued in late 2020. Three collection agencies, General Credit Services, International Credit Experts and Gatestone, were procured. Table D-1 summarizes the year over year results of third party vendor collection of POA fines.

Table D-1: Third Party Agency Collection Summary- Year Over Year Comparison			
Description	As of December 31, 2023	As of December 31, 2022	Increase/ (Decrease)
Revenues Collected from Third Party Agencies	\$975,722	\$798,644	\$177,078

There was an increase of \$177,078 in collected revenue from Third Party Agencies in 2023 compared to 2022. With the current 3rd party collections agencies procured in July of 2021, we have seen a significant increase in revenue as the old cases were redistributed to new agencies in 2021. Revenue from 3rd party collections represents approximately 17% of overall revenue collected in the year.

Fines Paid at Service Ontario

All defendants who have suspended driver's licenses due to POA offences have the ability to pay their outstanding POA fines at Service Ontario. This allows the individual to obtain their license back immediately as they pay their outstanding fines and the re-instatement fee due to the Ministry and their license is re-instated on the spot.

In 2023, 1,729 fines were collected at Service Ontario through this program. From these payments, revenue of \$563,448.13 was received. This continues to be a positive and efficient method of collecting defaulted fines that may have not have been collected otherwise.

In May of 2017, a plate renewal program was implemented by the Ministry of Transportation (MTO) whereby all outstanding defaulted driver fines have to be paid in full before one can renew their plates. All Red Light Camera Offences fall under this program. Therefore, anyone who does not pay their RLC offence will be required to pay before renewing their license.

In February of 2022, the provincial government made a decision to eliminate the costs associated with renewing license plates. Plates will still need to be renewed every one or two years — to ensure car insurance and any outstanding tolls or municipal fines are paid — but it will be free to do so with no sticker required. The full impact of this decision cannot be quantified at this time but it is assumed that it will cause a decrease on the number of offences issued for expired plates and will cause a delay in the requirement for people to pay their fines.

Outstanding Fines Paid

Regardless of how effective the active collection efforts are, there remains a significant number of outstanding fines. As of December 31, 2023, there were approximately 64,091 records of unpaid fines for a total outstanding amount of \$44,715,391. (See Table D-2 for further details). The significant number of outstanding fines is not just a Windsor specific issue; it is experienced province wide.

Table D-2: Number of Unpaid Fines				
Description	2023		2022	
	#	% Change	#	% Change
Pre-Transfer	20,362	-28.6%	28,517	-1.3%
Post- Transfer	43,729	0.6%	43,483	1.5%
Total	64,091	-28.0%	72,000	0.2%

Table D-3: Dollar Value of Unpaid Fines				
Description	2023		2022	
	#	% Change	#	% Change
Pre-Transfer	\$4,099,603	-19.9%	\$5,115,997	-1.5%
Post- Transfer	\$40,615,788	1.7%	\$39,944,294	1.9%
Total	\$44,715,391	-18.2%	\$45,060,290	0.4%

Many of these older fines (i.e. pre-transfer) have been ‘scrubbed’ multiple times and all reasonable and appropriate measures to collect have been made. A POA specific write off policy was approved by Council in January of 2023 and \$1,335,638.74 was written off in 2023 (reflected by the decrease in the number and value of pre-transfer unpaid fines). Final account write offs are finalized by the Ministry in a batch process that gets completed in September of each year.

It’s important to note that a write-off policy refers to the cessation of active fine collections and is done for accounting purposes only. It does not absolve a convicted offender from the requirement to pay a fine, as debts to the Crown are owed in perpetuity and are never forgiven.

The POA office will be undertaking another review in 2024 and widen the criteria for fines that can be written off. The ultimate goal is to use write offs to both create an accurate picture of outstanding fines that have the potential to be collected and to better focus our collection efforts on outstanding fines that have a higher likelihood of being collected.

SECTION E – FINANCIAL RESULTS

The negotiated financial arrangement underpinning the POA Program is in essence a partnership, under which the participating municipalities annually share approximately \$1.1 million of net revenue or “profit”. The City, as the managing partner, front-ends the operation and collects and enforces the monetary fines imposed by the POA Court. From the total revenue derived, all operating costs pertaining to the POA Program are deducted. These costs include such things as staff salaries, Windsor Police court security, facility rent and maintenance, office equipment and supplies, Victim Fine Surcharge remittances, and the adjudication expenses associated with running courtroom proceedings. The net revenue is then shared amongst the signatories to the ISA in proportion to their respective weighted assessments (See SECTION F for more details). In 2023 the net profit was allocated as follows:

County Contribution	51.053%
Pelee Contribution	0.287%
<u>City of Windsor Contribution</u>	<u>48.660%</u>
TOTAL	100.00%

In an extremely challenging economic environment and recognizing that fine imposition amounts have not been indexed for inflation, the POA Program still enjoys a successful self-funding model, delivering a net positive revenue budget which benefits all of our local taxpayers. Each benefiting municipality is free to allocate its respective portion to such municipal purposes as deemed appropriate by the elected council thereof.

TABLE E-1 provides a high level five-year financial summary which can be used for internal benchmarking and comparative purposes.

TABLE E-1: ANNUAL FINANCIAL RESULTS - 5 YEAR SUMMARY

Description	2023 Actuals (\$)	2022 Actuals (\$)	2021 Actuals (\$)	2020 Actuals (\$)	2019 Actuals (\$)
Revenue:					
Court Fines	\$ 4,605,422	\$ 5,234,813	\$ 4,757,901.00	\$ 4,001,907	\$ 6,349,877
Red Light Camera Revenue (RLC)	\$ 1,224,201	\$ 822,823	\$ -	\$ -	\$ -
User Fees	\$ 9,174	\$ 7,373	\$ -	\$ -	\$ -
By-Law Fines	\$ 8,301	\$ 34,623	\$ 21,728.00	22,401	53,198
Recovery of Expenses	\$ 3,300	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 5,850,398	\$ 6,099,632	\$ 4,779,629	\$ 4,024,308	\$ 6,403,075
% Inc./ (Dec.) YOY	-4.09%	27.62%	18.77%	-37.15%	15.23%
Expenditures:					
Salaries & Wages	\$ 2,112,446	\$ 1,822,931	1,824,393	1,845,637	1,850,825
Administrative Overhead	\$ 325,178	\$ 346,231	318,446	290,203	354,341
Materials & Services	\$ 570,552	\$ 567,795	347,615	347,280	378,267
Provincial Charges	\$ 1,518,534	\$ 1,683,854	1,378,242	981,033	1,589,165
Facility Rental	\$ 316,000	\$ 316,000	316,000	316,000	308,389
TOTAL EXPENDITURES	\$ 4,842,709	\$ 4,736,811	\$ 4,184,696	\$ 3,780,153	\$ 4,480,987
NET SURPLUS	\$ 1,007,689	\$ 1,362,821	\$ 594,933	\$ 244,155	\$ 1,922,088
% Inc./ (Dec.) YOY	-26.06%	129.07%	143.67%	-87.30%	53.61%

Table E-2: 2023 Provincial Offences Financial Summary - Year End as of December 31, 2023

Acct. #	Account Description	Product #	Account Description	2023 Budget A	2023 Actuals B	Year End Surplus/ Deficit C = A - B
REVENUES						
6485	Bylaw Fines - Courts	5117	Provincial Fines	\$ 5,924,000	\$ 4,605,422	\$ 1,318,578
6485	Bylaw Fines - Courts	5115	Tickets- RLC	\$ 900,000	\$ 1,224,201	\$ (324,201)
6485	Bylaw Fines - Courts	5118	Bylaw Fines	58,093	\$ 9,174	\$ 48,919
6485	Bylaw Fines - Courts	5613	Transcript Revenue	15,000	\$ 8,301	\$ 6,699
6735	Recovery Of Expenses	5510	Prosecution Fees	-	\$ 3,300	\$ (3,300)
TOTAL REVENUES				\$ 6,897,093	\$ 5,850,398	\$ 1,046,695
EXPENSES						
Salary & Benefits						
8110	Base - Salary	5115	STD - Provincial Offences	\$ 1,516,907	\$ 1,525,599	\$ (8,692)
8130	Overtime - Salary	5115	STD - Provincial Offences	1,000	\$ 1,790	\$ (790)
8150	Temp - Salary	5115	STD - Provincial Offences	26,129	\$ 57,726	\$ (31,597)
8190	Other Pay	5115	STD - Provincial Offences	-	\$ 15,678	\$ (15,678)
8380	Workers Comp. - Admin.	5115	STD - Provincial Offences	-	\$ (1,380)	\$ 1,380
8381	Workers Comp. - Medical	5115	STD - Provincial Offences	-	\$ 350	\$ (350)
8399	Fringe Benefits (Dept.)	5115	STD - Provincial Offences	504,766	\$ 512,684	\$ (7,918)
Total Salary & Benefits				\$ 2,048,802	\$ 2,112,446	\$ (63,644)
Materials & Services						
2145	Housekeeping Supplies	5115	STD - Provincial Offences	\$ 3,420	\$ -	\$ 3,420
3176	Facility Operations - Internal	5355	Caretaking	62,124	\$ 71,247	\$ (9,123)
2215	Bldg. Maintenance Services	5115	STD - Provincial Offences	2,500	\$ 1,502	\$ 998
2920	Legal Services	5115	STD - Provincial Offences	3,000	\$ -	\$ 3,000
2950	Other Professional - External	5115	STD - Provincial Offences	15,420	\$ 19,280	\$ (3,860)
2950	Other Professional - External	5341	Security Services -	259,960	\$ 259,960	\$ -
2950	Other Professional - External	5342	Security Services -	8,200	\$ -	\$ 8,200
2980	Contracted Services	5115	STD - Provincial Offences	540,000	\$ 215,063	\$ 324,937
2995	Other Purchased Services	5115	Language Line	-	\$ 89	\$ (89)
2995	Other Purchased Services	5054	Language Line	12,000	\$ 3,410	\$ 8,590
Total Materials & Services				\$ 906,624	\$ 570,552	\$ 336,072
Administrative Overhead						
2010	Office Supplies	5115	STD - Provincial Offences	\$ 16,500	\$ 12,430	\$ 4,070
2020	Postage & Courier	5115	STD - Provincial Offences	28,560	\$ 28,036	\$ 524
2070	Outside Printing	5115	STD - Provincial Offences	12,000	\$ 4,926	\$ 7,074
2085	Publications	5115	STD - Provincial Offences	18,500	\$ 4,611	\$ 13,889
2610	Travel Expense	5115	STD - Provincial Offences	3,000	\$ 1,712	\$ 1,288
2620	Car Allowance	5115	STD - Provincial Offences	-	\$ 275	\$ (275)
2710	Telephone Equipment - Gene	5115	STD - Provincial Offences	7,160	\$ 31	\$ 7,129
2711	Cell Phones	5115	STD - Provincial Offences	950	\$ 1,099	\$ (149)
3120	Rental Expense - External	5115	STD - Provincial Offences	4,000	\$ 1,957	\$ 2,043
3175	Facility Rental - External	5115	STD - Provincial Offences	316,315	\$ 316,000	\$ 315
3181	Computer Maint and PYG	5115	STD - Provincial Offences	18,000	\$ 18,000	\$ -
3210	Building Insurance	5115	STD - Provincial Offences	2,844	\$ 2,844	\$ -
3230	Liability Insurance	5115	STD - Provincial Offences	1,056	\$ 1,056	\$ -
4020	Membership Fees & Dues	5115	STD - Provincial Offences	8,900	\$ 4,864	\$ 4,036
4050	Training Courses	5115	STD - Provincial Offences	4,174	\$ 2,539	\$ 1,635
4155	Registrations & Conferences	5115	STD - Provincial Offences	2,500	\$ -	\$ 2,500
4520	Cashiers Short and Over	5115	STD - Provincial Offences	-	\$ 85	\$ (85)
4540	Bank Charges	5115	STD - Provincial Offences	71,500	\$ 86,588	\$ (15,088)
4560	Collection Charges	5115	STD - Provincial Offences	177,900	\$ 122,592	\$ 55,308
4295	Public relations	5115	STD - Provincial Offences	8,517	\$ -	\$ 8,517
5111	Machinery & Equipment	5115	STD - Provincial Offences	-	\$ 6,761	\$ (6,761)
5125	Computers - PCs	5115	STD - Provincial Offences	8,715	\$ 5,463	\$ 3,252
5126	Computers - Software	5115	STD - Provincial Offences	-	\$ 3,357	\$ (3,357)
2925	Computer Maintenance	5115	STD - Provincial Offences	-	\$ 1,126	\$ (1,126)
2927	Computer & SW Maint-Extern	5115	STD - Provincial Offences	7,100	\$ 13,789	\$ (6,689)
5130	Office Furniture & Equipment	5115	STD - Provincial Offences	12,000	\$ 1,035	\$ 10,965
Total Administrative Overhead				\$ 730,191	\$ 641,178	\$ 89,013

Provincial Charges						
2950	Other Professional - External	5509	ICON Fees	\$ 56,555	\$ 55,600	\$ 955
2950	Other Professional - External	5507	Adjudication Services	390,000	346,563	\$ 43,437
2950	Other Professional - External	5510	Prosecution Fees	49,050	32,853	\$ 16,197
2950	Other Professional - External	5511	Quality Assurance	45,748	43,884	\$ 1,864
2950	Other Professional - External	5116	Victim Fines	1,010,500	926,816	\$ 83,684
2950	Other Professional - External	5508	Dedicated Fines	65,000	112,818	\$ (47,818)
Total Provincial Charges				\$ 1,616,853	\$ 1,518,534	\$ 98,319
TOTAL EXPENSES (BEFORE COST SHARING)				\$ 5,302,470	\$ 4,842,709	\$ 459,761
Total Net Operating Revenue				\$ 1,594,623	\$ 1,007,689	\$ 586,934
RECONCILIATION						
Cost Sharing Payments						
4295	County Contribution (51.053%)	5115	STD - Provincial Offences	\$ 865,456	\$ 514,458	\$ 350,998
4295	Pelee Contribution (0.287%)	5115	STD - Provincial Offences	4,609	2,887	\$ 1,722
Total Cost Sharing Payments				\$ 870,065	\$ 517,345	\$ 352,718
Balance to City of Windsor (48.66%)				\$ 724,558	\$ 490,344	\$ 234,214
Total Net Operating Revenue				\$ 1,594,623	\$ 1,007,689	\$ 586,934

Since the local POA Transfer date of March 5, 2001 through to the end of 2023, this Area's POA Program has realized total combined net revenue of approximately \$50,172,000. The calculation is broken down by year and by municipal partner in TABLE E-3 below:

TABLE E-3: CUMULATIVE ANNUAL NET REVENUE DISTRIBUTIONS-\$000's

Year	Amher.	Essex	Kings.	Lake.	LaSalle	Leam.	Tec.	Pelee	Wind.	Total
1999	164.7	135.9	141.8	263.4	195.2	184.8	267.5	7.4	2,115.6	3,476.3
2000	182.8	150.8	157.4	292.3	216.7	205.1	296.9	8.2	2,348.0	3,858.2
2001	155.3	128.9	134.3	241.6	182.5	172.1	242.3	7.5	1,898.8	3,163.3
2002	124.8	103.5	108.9	199.0	152.4	138.3	194.0	6.0	1,523.8	2,550.7
2003	120.6	100.3	107.4	199.2	147.3	135.1	180.5	6.3	1,447.4	2,444.1
2004	96.0	79.8	86.0	168.1	123.9	106.8	148.3	5.3	1,134.3	1,948.5
2005	124.3	103.0	112.7	226.4	162.0	139.4	190.0	7.0	1,467.5	2,532.2
2006	114.0	94.5	105.2	214.8	151.5	127.4	172.1	7.1	1,342.0	2,328.6
2007	99.3	82.9	92.8	189.8	133.6	111.8	149.4	6.2	1,159.2	2,025.1
2008	95.9	80.3	90.5	187.8	130.2	109.2	143.6	6.0	1,112.0	1,955.6
2009	98.8	81.7	94.4	193.0	129.3	113.2	144.6	6.0	1,047.7	1,908.8
2010	124.7	102.3	119.3	243.7	161.2	141.8	178.7	7.6	1,286.9	2,366.1
2011	135.4	110.4	130.9	267.3	174.5	152.7	191.5	8.3	1,369.9	2,540.7
2012	111.8	90.2	108.6	221.5	143.4	126.4	154.6	6.9	1,117.2	2,080.5
2013	104.2	84.3	101.9	134.4	203.3	115.9	138.2	5.7	997.9	1,885.9
2014	85.4	70.0	84.7	169.1	111.6	94.8	112.4	4.4	807.7	1,540.1
2015	105.5	85.7	105.8	210.4	138.9	113.4	138.0	5.6	975.4	1,878.7
2016	112.4	91.3	114.5	226.0	150.1	120.4	145.7	5.9	1,027.8	1,994.0
2017	73.2	59.3	74.7	151.8	103.2	77.4	97.6	3.8	671.2	1,312.1
2018	69.3	56.1	72.0	101.3	147.6	73.8	93.9	3.5	633.6	1,251.1
2019	106.4	85.9	110.5	159.9	229.9	114.3	143.9	5.2	966.0	1,922.0
2020	13.5	10.8	14.2	20.7	29.7	14.9	18.2	0.6	121.5	244.1
2021	33.1	26.4	35.0	51.1	72.9	36.7	44.0	1.6	294.1	594.9
2022	76.8	61.4	81.4	118.2	168.3	84.6	99.9	3.6	668.6	1,362.8
2023	57.4	45.4	61.3	87.7	125.8	63.5	73.3	2.9	490.3	1,007.7
Total	2,586	2,121	2,446	4,538	3,685	2,874	3,759	139	28,024	50,172

There are a number of factors that must always be taken into consideration when reviewing the financial results for any fiscal year, as well as when projecting potential results for subsequent reporting periods:

- A ticketing and the laying of charges are outside of the POA program's control. Additionally, issues such as lack of judicial resources is also beyond our control. Although the POA Program has other sources of revenue (notably aggressive enforcement efforts targeting old or defaulted fines) the bulk of receipts is highly dependent upon the number, type and quality of new charges laid, as well as the attendance of trained officers at trials in disputed cases.
- Another significant and uncontrollable external revenue factor is the number of fines imposed by an independent and impartial judiciary in the exercise of their discretionary sentencing functions, in the event of the entering of convictions.
- The POA Program is highly vulnerable to certain uncontrollable external expenses, notably the provincial charges for Victim Fines Surcharges, adjudication and those for Part III prosecutions, both of which are mandated by the Transfer Agreement.

SECTION F – REVENUE DISTRIBUTION DETAILS

In accordance with the approved weighted assessment formula for 2023, distributions of net operating results over the course of the subject reporting year were effected as indicated in the detailed tabulation set forth in TABLE F-1 below:

Table F-1: 2023 Revenue Distribution (Based on Weighted Assessment - 2022 WA Rates)

Weighted Assessment (\$)	(%)	% of County	2023 Budget	2023 Q1 Jan-April Actuals	2023 Q2 May - June Actuals	2023 Q3 July- Oct Actuals	2023 Q4 Nov - Dec Actuals	2023 Total	Surplus/ (Deficit)
Net County & Pelee Revenue			\$ 870,065.00	\$ 352,491.20	\$ 86,992.89	\$ 81,874.67	\$ (4,014.13)	\$ 517,344.64	\$ (352,720.36)
Net City of Windsor Revenue			\$ 847,092.00	\$ 334,094.44	\$ 82,452.67	\$ 77,601.58	\$ (3,804.63)	\$ 490,344.06	\$ (356,747.94)
TOTAL			\$ 1,717,157.00	\$ 686,585.65	\$ 169,445.55	\$ 159,476.25	\$ (7,818.76)	\$ 1,007,688.69	\$ (709,468.31)
<u>Allocation/Payment Summary</u>									
Amherstbur	2,672,114,770	11.16%	\$ 96,542.72	\$ 39,101.42	\$ 9,650.01	\$ 9,082.26	\$ (445.28)	\$ 57,388.40	\$ (39,154.32)
Essex	2,115,784,062	8.83%	\$ 76,442.66	\$ 30,960.55	\$ 7,640.89	\$ 7,191.34	\$ (352.58)	\$ 45,440.21	\$ (31,002.44)
Kingsville	2,855,639,541	11.92%	\$ 103,173.42	\$ 41,786.96	\$ 10,312.79	\$ 9,706.04	\$ (475.87)	\$ 61,329.92	\$ (41,843.50)
LaSalle	5,858,604,326	24.46%	\$ 211,669.66	\$ 85,729.75	\$ 21,157.63	\$ 19,912.82	\$ (976.28)	\$ 125,823.92	\$ (85,845.74)
Lakeshore	4,083,254,550	17.05%	\$ 147,526.79	\$ 59,750.81	\$ 14,746.17	\$ 13,878.58	\$ (680.44)	\$ 87,695.13	\$ (59,831.66)
Leamington	2,957,638,859	12.35%	\$ 106,858.62	\$ 43,279.53	\$ 10,681.15	\$ 10,052.73	\$ (492.86)	\$ 63,520.54	\$ (43,338.08)
Tecumseh	3,411,102,479	14.24%	\$ 123,242.13	\$ 49,915.12	\$ 12,318.78	\$ 11,594.00	\$ (568.43)	\$ 73,259.47	\$ (49,982.66)
Total Count	23,954,138,588	51.053%	\$ 865,456.00	\$ 350,524.14	\$ 86,507.42	\$ 81,417.77	\$ (3,991.73)	\$ 514,457.60	\$ (350,998.40)
Pelee	134,425,696	0.287%	\$ 4,609.00	\$ 1,967.07	\$ 485.46	\$ 456.90	\$ (22.40)	\$ 2,887.03	\$ (1,721.97)
Windsor	22,831,365,322	48.660%	\$ 847,092.00	\$ 334,094.44	\$ 82,452.67	\$ 77,601.58	\$ (3,804.63)	\$ 490,344.06	\$ (356,747.94)
TOTAL	46,919,929,606	100.0%	\$ 1,717,157.00	\$ 686,585.65	\$ 169,445.55	\$ 159,476.25	\$ (7,818.76)	\$ 1,007,688.69	\$ (709,468.31)
Total Count	24,088,564,284	51.34%							
County	99.44%								
Pelee	0.56%								

Notes:

2023 Budget was based on 2022 WA rates as that was the only available information at the time.

Details of the quarterly payments are itemized below:

Quarter	Cheque Issuance Date	\$ Amount - County	\$ Amount - Pelee
Q1	May 2023	\$39,998.46	\$224.46
Q2	September 2023	\$86,507.42	\$485.46
Q3	December 2023	\$81,417.77	\$456.90
Q4	February 2024	\$306,533.94	\$1,720.21
TOTAL		\$514,457.59	\$2,887.03

APPENDIX A – GLOSSARY OF TERMS

Area ~ Windsor/Essex Court Service Area, which encompasses the geographic territory of the City of Windsor, Essex County and Pelee Island

ARO ~ ARO, Inc., one of the registered Canadian collection agencies who have been retained in 2016 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

Bill 108 ~ amending legislation to the *Provincial Offences Act* which in 1998 added Part X thereto, enabling the transfer of administration of justice functions to the municipal sector

Bill 197 ~ amending legislation to the *Provincial Offences Act* which in 2020 added additional expansion of remote court functions.

City ~ The Corporation of the City of Windsor, a single tier municipality continued as such under the *Municipal Act, 2001*

Council ~ the elected City of Windsor Municipal Council

CAMS ~ A Collection Agency Management System installed in 2014 used to track, record and document newly issued as well as defaulted fines.

CBV ~ CBV Collections Services, LTD, one of the registered Canadian collection agencies who have been retained in 2016 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

Early Resolution ~ used to be known as First Attendance early resolution, slated for implementation in 2012. While taking a more formalistic approach, provision is made for convictions of those defendants who fail to appear for their meetings with the prosecutor

Gatestone ~ Gatestone & Co International Inc., one of the registered collection agencies who have been retained in 2016 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

ICON ~ Integrated Courts Offences Network, being the provincial mainframe application used and relied upon by administration of justice staff in relation to all aspects of POA matters

ISA ~ the Intermunicipal Court Service Agreement underpinning the local POA Court operations for Windsor/Essex, entered into amongst the City and the other 9 municipalities together constituting the Area

Liaison Committee ~ the Windsor/Essex Court Service Area Liaison Committee erected pursuant to the ISA, being an advisory administrative body

LSA ~ Local Side Agreement, being one of the 2 contracts together constituting the Transfer Agreement

MAG ~ the Ministry of the Attorney General for the Province of Ontario

MOU ~ Memorandum of Understanding, being one of the 2 contracts comprising the Transfer Agreement

MBNCanada (previously OMBI) ~ The Municipal Benchmarking Network Canada (MBNCanada) is a groundbreaking initiative collecting data for more than 850 measures across thirty-seven (37) municipal service areas

Part I ~ that portion of the POA dealing with ticketing procedures for non-parking matters

Part II ~ that portion of the POA dealing with ticketing procedures for parking matters

Part III ~ that portion of the POA dealing with the issuance of summonses for persons to attend POA Court in order to be arraigned on Informations and thereafter to be dealt with by a Justice of the Peace. There are no provisions for out-of-court payments nor for failure-to-respond convictions

POA ~ *Provincial Offences Act* (Ontario)

POA Court ~ referring to that judicial complement of the Ontario Court of Justice, composed primarily of Justices of the Peace, whose duties include dealing with POA matters

POA Office ~ the premises where the City executes the POA administration of justice functions

POA Program ~ the City's operational structure for the delivery of POA administration of justice functions

POA Transfer ~ the transfer by the province to the City of POA administration of justice functions

Serviced Municipalities ~ those 9 signatories to the ISA for which the City is the service provider pursuant to the POA Transfer, consisting of Leamington, LaSalle, Tecumseh, Essex Town, Kingsville, Pelee, Amherstburg, Lakeshore and Essex County

Transfer Agreement ~ contractual arrangement between the City and MAG where the City became the local service provider for transferred administration of justice functions, composed of the MOU and the LSA

Victim Fine Surcharge ~ all fines levied under Part I and Part III of the POA are statutorily bumped-up by this surcharge. Where the base fine does not exceed \$1,000, the surcharge amount is applied in stepped amounts ranging from \$10 to \$125; fines over \$1,000 have a flat 25% surcharge added. All surcharge amounts are remitted without deduction to the province for appropriate application as determined by senior government

Acct. #	Account Description	Product #	Account Description	2023 A	2024 B	Increase/ (Decrease) C = B - A
REVENUES						
6485	Bylaw Fines - Courts	5117	Provincial Fines	\$ 5,924,000	\$ 5,924,000	\$ -
6485	Bylaw Fines - Courts	5115	Tickets- RLC Revenue	\$ 900,000	\$ 900,000	\$ -
6485	Bylaw Fines - Courts	5118	Bylaw Fines	58,093	58,093	-
6485	Bylaw Fines - Courts	5613	Transcript Revenue	15,000	15,000	-
TOTAL REVENUES				\$ 6,897,093	\$ 6,897,093	\$ -
EXPENSES						
Salary & Benefits						
8110	Base - Salary	5115	STD - Provincial Offences	\$ 1,516,907	\$ 1,545,076	\$ 28,169
8130	Overtime - Salary	5115	STD - Provincial Offences	1,000	1,000	-
8150	Temp - Part-Time - Salary	5115	STD - Provincial Offences	26,129	26,129	-
8399	Fringe Benefits (Dept.)	5115	STD - Provincial Offences	504,766.00	514,058	9,292
Total Salary & Benefits				\$ 2,048,802	\$ 2,086,263	\$ 37,461
Materials & Services						
2145	Housekeeping Supplies	5115	STD - Provincial Offences	\$ 3,420	\$ 3,420	\$ -
3176	Facility Operations - Internal	5355	Caretaking	62,124	62,124	-
2215	Bldg. Maintenance Services	5115	STD - Provincial Offences	2,500	2,500	-
2920	Legal Services	5115	STD - Provincial Offences	3,000	3,000	-
2950	Other Professional - External	5115	STD - Provincial Offences	15,420	15,420	-
2950	Other Professional - External	5341	Security Services - Internal	259,960	259,960	-
2950	Other Professional - External	5342	Security Services - External	8,200	-	(8,200)
2980	Contracted Services	5115	STD - Provincial Offences	540,000	540,000	-
2995	Other Purchased Services	5054	Language Line	12,000	12,000	-
Total Materials & Services				\$ 906,624	\$ 898,424	\$ (8,200)
Administrative Overhead						
2010	Office Supplies	5115	STD - Provincial Offences	\$ 16,500	\$ 16,500	\$ -
2020	Postage & Courier	5115	STD - Provincial Offences	28,560	28,560	-
2070	Outside Printing	5115	STD - Provincial Offences	12,000	12,000	-
2085	Publications	5115	STD - Provincial Offences	18,500	18,500	-
2610	Travel Expense	5115	STD - Provincial Offences	3,000	3,000	-
2620	Car Allowance	5115	STD - Provincial Offences	-	-	-
2710	Telephone Equipment - General	5115	STD - Provincial Offences	7,160	7,160	-
2711	Cell Phones	5115	STD - Provincial Offences	950	950	-
3120	Rental Expense - External	5115	STD - Provincial Offences	4,000	4,000	-
3175	Facility Rental - External	5115	STD - Provincial Offences	316,315	316,315	-
3210	Building Insurance	5115	STD - Provincial Offences	2,844	2,844	-
3230	Liability Insurance	5115	STD - Provincial Offences	1,056	1,056	-
4020	Membership Fees & Dues	5115	STD - Provincial Offences	8,900	8,900	-
4050	Training Courses	5115	STD - Provincial Offences	4,174	4,174	-
4155	Registrations & Conferences	5115	STD - Provincial Offences	2,500	2,500	-
4295	Public Relations	5115	STD - Provincial Offences	8,517	-	(8,517)
4540	Bank Charges	5115	STD - Provincial Offences	71,500	79,700	8,200
4560	Collection Charges	5115	STD - Provincial Offences	177,900	177,900	-
5125	Computers - PCs	5115	STD - Provincial Offences	8,715	17,232	8,517
2925	Computer Maintenance	5115	STD - Provincial Offences	-	-	-
2927	Computer & SW Maint-External	5115	STD - Provincial Offences	7,100	7,100	-
3181	PC & Maint Allocation	5115	STD - Provincial Offences	18,000	18,000	-

Acct. #	Account Description	Product #	Account Description	2023 A	2024 B	Increase/ (Decrease) C = B - A
5130	Office Furniture & Equipment	5115	STD - Provincial Offences	12,000	12,000	-
Total Administrative Overhead				\$ 730,191	\$ 738,391	\$ 8,200
Provincial Charges						
2950	Other Professional - External	5509	ICON Fees	\$ 56,555	\$ 56,555	\$ -
2950	Other Professional - External	5507	Adjudication Services	390,000	390,000	-
2950	Other Professional - External	5510	Prosecution Fees	49,050	49,050	-
2950	Other Professional - External	5511	Quality Assurance	45,748	45,748	-
2950	Other Professional - External	5116	Victim Fines	1,010,500	1,010,500	-
2950	Other Professional - External	5508	Dedicated Fines	65,000	65,000	-
Total Provincial Charges				\$ 1,616,853	\$ 1,616,853	\$ -
TOTAL EXPENSES (BEFORE COST SHARING)				\$ 5,302,470	\$ 5,339,931	\$ 37,461
Total Net Operating Revenue				\$ 1,594,623	\$ 1,557,162	\$ (37,461)

RECONCILIATION						
Cost Sharing Payments						
4295	County Contribution (51.053%)	5115	STD - Provincial Offences	\$ 865,456	\$ 794,970	\$ (70,486)
4295	Pelee Contribution (0.287%)	5115	STD - Provincial Offences	4,609	4,477	\$ (132)
Total Cost Sharing Payments				\$ 870,065	\$ 799,447	\$ (70,618)
Balance to City of Windsor (48.8%)				\$ 724,558	\$ 757,715	\$ 33,157
Total Net Operating Revenue				\$ 1,594,623	\$ 1,557,162	\$ (37,461)

NOTES:

1. The 2024 proposed budget assumes Council approves as is and is based on the 2023 WA rate.
2. The 2024 proposed budget assumes the same cost sharing allocation split based on the weighted assessment model. Any changes to these percentages will change the payment model.

County% Allocations	99.44%	799,446.97
Pelee % Allocations	0.56%	
	100.00%	

Exhibit 5
2024 Revenue Distribution (Based on Weighted Assessment - 2023 Rates)

As of March 12, 2024

		Weighted Assessment(\$)	% of County	2023	Budget
Net County & Pelee Revenue					799,442.77
Net City of Windsor Revenue					757,719.23
TOTAL					1,557,162
Allocation/Payment Summary					
County	Amerstburg	2,672,114,770	11.16%		88,681.20
	Essex	2,115,784,062	8.83%		70,217.89
	Kingsville	2,855,639,541	11.92%		94,771.96
	LaSalle	5,858,604,326	24.46%		194,433.29
	Lakeshore	4,083,254,550	17.05%		135,513.61
	Leamington	2,957,638,859	12.35%		98,157.07
	Tecumseh	3,411,102,479	14.24%		113,206.47
Total County			23,954,138,588	51.053%	794,981.50
Pelee			134,425,696	0.287%	4,461.27
Windsor			22,831,365,322	48.660%	757,719.00
Total			46,919,929,606	100.000%	1,557,162

Total County and Pelee	24,088,564,284
County	99.44%
Pelee	0.56%

*2024 Budgetted Revenue Distribution is based on 2023 rates as that is what was available at the time of budget approval.



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 23, 2024

Report Number: PWES-2024-28

Subject: Larviciding for the 2024 West Nile Virus Program

Recommendations

It is recommended:

That Report PWES-2024-28 Larviciding for the 2024 West Nile Virus Program **be received**;

And that correspondence authorizing the application of larvicides **be forwarded** to the Ministry of the Environment, Conservation and Parks (MECP), and Pestalto Environmental Health Services Inc. through the West Nile Virus program secretary at the Windsor-Essex County Health Unit.

Background

Ontario Regulation 199/03 requires the Medical Officer of Health to conduct a risk assessment in order to determine whether action is required by municipalities to decrease the risk of West Nile Virus (WNV).

Since 2003, the Windsor-Essex County Health Unit (WECHU) has conducted an annual comprehensive surveillance program. The number of WNV human cases in Windsor-Essex County from 2006 to 2023 is provided in Appendix A of Attachment 1.

Comments

Given that the WNV continues to be found in the mosquito population in Windsor-Essex County, the WECHU Medical Officer of Health has therefore issued a formal Notice of Action dated April 10, 2024 (Attachment 1) to decrease the risk of WNV to persons in the Windsor-Essex County area.

The Notice of Action mandates action by the municipalities for lands under their jurisdiction and supports applications to the Ministry of Environment, Conservation and Parks (MECP) for larviciding on private lands.

The WECHU has selected Pestalto Environmental Health Services Inc. (Pestalto) as the Consultant/Provider for the 2024 WNV Larviciding Program for Windsor-Essex County. Correspondence to the MECP and Pestalto authorizing the application of larvicides in water bodies found to contain mosquito species known to transmit the WNV within the Town of Tecumseh is requested in accordance with the request from the Medical Officer of Health. The required letter of authorization template is included in the notice from the Medical Officer of Health (Page 7- Attachment 1).

Consultations

Financial Services
Windsor Essex County Health Unit

Financial Implications

Municipalities will be required to pay for the entire program up front. Once the program funding budget is formally approved, the WECHU will reimburse municipalities for their share of the Provincial contributions.

Similar to past practice, the WECHU will coordinate this program and invoice each municipality for their share of the costs.

The 2024 Public Works Operation Budget includes \$6,000 to maintain the risk management program to help combat WNV, which historically has been sufficient to fund the Town's share of the program costs.

The budget was set at \$6,000 based on the historic 75%-25% cost sharing between the province and municipality respectively.

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:

Dana Reid
Public Works & Engineering Services Assistant

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	WECHU Notice of Action Letter dated April 10, 2024

2024 April 10

To: Mayors and Chief Administrative Officers

RE: **Notice of Action under Ontario Regulation 199/03
West Nile Virus Response – Larviciding**

On May 31, 2003, the Province of Ontario published Ontario Regulation 199/03 that requires the Medical Officer of Health to make a determination based on a local risk assessment whether action is required by municipalities to decrease the risk of West Nile Virus (WNV). Ontario Regulation 199/03 provides a table to guide in the determination of a WNV response. A copy of this Regulation and Table is attached.

From 2003 through 2023 the Windsor-Essex County Health Unit (WECHU) conducted a comprehensive West Nile Virus (WNV) surveillance program that included human, mosquito and larvae. The exact number of WNV human cases in Windsor-Essex County from 2006-2023 is presented in the attached Appendix A.

The majority of humans infected with WNV are asymptomatic; however, some can have non-neurological symptoms, such as fever or rash, while very few will progress to neurological symptoms such as encephalitis. It is estimated that less than one percent of infections will have neurological complications.

In accordance with Ontario Regulation 199/03, the WECHU is making a formal Notice of Action required to decrease the risk of West Nile Virus to persons in the Health Unit area of Windsor-Essex County. Given the virus continues to be found in the mosquito population, larviciding is a prudent measure to undertake at this time. It has been determined that, in accordance with Table 1 of Ontario Regulation 199/03, it is appropriate to larvicide catch basins and standing/surface water indicated as potential breeding sites within 2km of an urban area. This Notice of Action mandates action by the municipalities for lands under their jurisdiction and supports applications to the Ministry of Environment for the application of larvicide on private lands.

Pestalto Environmental Health Services Inc. has been selected as the Consultant/Provider for the 2024 WNV Larviciding Program for Windsor-Essex. As in previous years, Municipalities will be required to pay for the program in advance. Once the program funding/budget is formally approved by the Ministry, the Health Unit will then be able to reimburse the municipalities for a portion of cost, consistent with the provincial contribution. As in past years, the Health Unit is willing to coordinate this program and invoice each municipality for their shared costs. Any cost above and beyond the approved ministry budget will be billed at one hundred percent of the cost to the municipalities.

Please find enclosed a template that can be used to document your municipality's consent for larviciding. This will be needed by Pestalto to support the specific permit application to the Ministry of Environment. The application to the Ministry of Environment will form the details of the requirements for action under Ontario Regulation 199/03. If you would forward a copy of your signed letter to the WNV program secretary at apillon@wechu.org by Monday, April 22nd, 2024 that would be appreciated.

As was the case in previous years, the WECHU will continue with a coordinated strategy for larviciding.

Please note that if Windsor-Essex continues to experience record-breaking milder than normal weather conditions, this will impact the strategy/commencement of the program.

Furthermore, the WECHU will continue to steer the WNV program planning meetings consisting of members of the health unit management team, the service provider 'Pestalto', and a representative(s) from your municipality.

Thank you for your continued assistance in this important issue. If you have any questions, please do not hesitate to reach out to Kristy McBeth, Public Health Program Director at 519-258-2146, ext. 3402 or kmcbeth@wechu.org.

Sincerely,



Dr. Kenneth Blanchette
Chief Executive Officer

Attachments: Ontario Reg. 199/03
Appendix A
Municipal Template to Support Larviciding/Pesticide Application (email to apillon@wechu.org
by April 22nd, 2024).

cc: Windsor – Drew Dilkens, Mayor; Joe Mancina, CAO
Tecumseh – Gary McNamara, Mayor; Marg Misek-Evans, CAO
Amherstburg – Michael Prue, Mayor; Valerie Critchley, CAO
Essex – Sherry Bondy, Mayor; Doug Sweet, CAO
Kingsville – Dennis Rogers, Mayor; John Norton, CAO
Lakeshore – Tracey Bailey, Mayor; Truper McBride, CAO
LaSalle – Crystal Meloche, Mayor; Joe Milicia, CAO
Leamington – Hilda MacDonald, Mayor; Peter Neufeld, CAO
County of Essex – Hilda MacDonald, Warden; Sandra Zwiers, CAO
Pestalto Environmental – Kevin Taylor, Operations Facilitator; Morgan Tyler, VP of Operations
Windsor-Essex County Health Unit - Elaine Bennett, Environmental Health Manager

**Health Protection and Promotion Act
Loi sur la protection et la promotion de la santé**

**ONTARIO REGULATION 199/03
CONTROL OF WEST NILE VIRUS**

Consolidation Period: From December 15, 2017 to the [e-Laws currency date](#).

Last amendment: [500/17](#).

Legislative History: [231/03](#), [322/04](#), [413/06](#), [422/07](#), [229/08](#), [241/09](#), [500/17](#).

This Regulation is made in English only.

Determination if action required

1. A medical officer of health shall make a determination whether action is required by a municipality to decrease the risk of West Nile Virus to persons either inside or outside the health unit served by the medical officer of health, based upon a local risk assessment. O. Reg. 231/03, s. 1; O. Reg. 322/04, s. 1; O. Reg. 413/06, s. 1; O. Reg. 422/07, s. 1; O. Reg. 229/08, s. 1; O. Reg. 241/09, s. 1.

Notice to municipality

2. (1) Where the medical officer of health has determined that action is required, he or she may give notice to the municipality of the required action. O. Reg. 199/03, s. 2 (1).

(2) In determining required actions under subsection (1), the medical officer of health shall have regard to,

- (a) the guidelines published by the Minister under section 7 of the Act; and
- (b) the generally accepted practices in the field of public health with regard to decreasing the risk of West Nile virus to persons. O. Reg. 199/03, s. 2 (2); O. Reg. 241/09, s. 2.

Must comply

3. A municipality shall comply with any requirements set out in the notice. O. Reg. 199/03, s. 3.

What may be required

4. Action required under this Regulation may include, without being limited to,

- (a) requirements respecting source reduction measures;
- (b) requirements respecting surveillance;
- (c) requirements respecting public awareness campaigns about personal protection;
- (d) requirements respecting control measures for larviciding and adulticiding; and
- (e) requirements respecting the time within which the action shall be taken.

TABLE 1
LARVICIDING AND ADULTICIDING IN ONTARIO — WEST NILE VIRUS RESPONSE

“Triggers” based on surveillance of WNV positive humans, birds, mosquito pools or mammals (horses)

Current-Year WNV findings in Health Unit or municipality	Last Year's WNV findings in Health Unit or municipality	Preparatory Status (Larval surveys, mosquito trapping, mapping, training, etc.)	Larviciding ACTION	Adulticiding ACTION
No West Nile virus found yet	No West Nile virus found; virus found in adjacent Health Unit(s)	Not yet done	Do the preparatory work, then larvicide where indicated	Not indicated
No virus found yet	Virus found	Not yet done	Do the preparatory work, then larvicide where indicated	Not indicated
No virus found yet	Virus found	Done last year and under way this year	Larvicide where indicated	Not indicated
Virus found in <u>non</u> -human (dead bird, mosquito pool or mammal) — isolated or as a “hot spot”	Virus found or not found	Done or under way this year	If a “hot spot” and larvae are present, larvicide around this “hot spot” (if not too late in the season)	Adulticide a 3-km “Zone” ONLY IF there are high-risk indicators of transmission to humans*
<u>Human</u> case(s) — one or a few in a space-time “cluster”	Virus found or not found	Done or under way this year	Larvicide around the case or cluster if larvae are present (and if not too late in season)	Adulticide a 3-km radius Zone around the case or cluster
Human cases continue to occur; continued high-risk indicators*	Virus found or not found	Done or under way this year	Larvicide widely where larvae are found (if not too late in season)	Adulticide 3-km Zones — may be contiguous or overlapping

Note: Public education efforts and non-pesticide means of mosquito source reduction should be in place, and increased as increasing evidence of virus is found (especially human cases) in the current year.

* High-risk indicators of transmission to humans: increasing dead bird sightings; high mosquito infection rates; abundant bridge vector populations; increasing mammal (horse) cases; proximity of mosquito breeding sites to human populations (especially large population centres) and weather conditions that favour mosquito breeding.

1. These are minimum activity standards. Medical Officers of Health may increase the Zone size to be treated or take additional mosquito control actions, if justified by scientific data or recommendations.
2. Medical Officer of Health will maintain a means to record, investigate, and report any confirmed or likely adverse or unintended human health effects attributed to mosquito control actions, and will report any non-human environmental adverse effects that he or she knows about to the Ministry of the Environment and/or other relevant local or provincial authorities.

O. Reg. 199/03, Table 1.

APPENDIX A

Confirmed and probable cases of West Nile virus illness in humans in Windsor-Essex County, Ontario, and Canada (2005-2023).

Year	Number of cases in Windsor-Essex	Number of cases in Ontario	Number of cases in Canada
2006	6	43	151
2007	3	18	2,401
2008	0	10	37
2009	2	4	14
2010	1	9	5
2011	6	81	124
2012	22	271	454
2013	5	57	114
2014	1	13	23
2015	1	34	84
2016	4	54	162
2017	20	159	202
2018	13	138	437
2019	1	19	43
2020	3	77	Not Available
2021	3	23	35
2022	2	23	22
2023	1	61	75
Total	94	1364	4383

Note (1): National WNV data make no distinction between confirmed and probable case count. Since 2002, both confirmed and probable cases have been included in analyses of WNV in Ontario.

Note (2): In addition to clinical cases, provincial analyses include asymptomatic infections. For comparability, the national counts reported here also include asymptomatic infections. National counts have been ascertained from the various sources listed below.

Source (Windsor-Essex and Ontario): Public Health Ontario. Surveillance of West Nile virus. Last updated 20 March 2024. Accessed Apr 05, 2024.

Source (Canada): Public Health Agency of Canada: Surveillance of West Nile virus. Last updated 11 Nov 2023. Accessed Apr 05, 2024.

MUNICIPALITY LETTERHEAD

Date: [Insert Date]

Ministry of Environment Conservation and Parks
Southwestern Region
733 Exeter Road
London, ON
N6E 1L3

Attention: Regional Pesticide Specialist

To Whom It May Concern:

Re: West Nile Virus – Application of Larvicides

The [name of town, city, or municipality] supports local action by the Windsor-Essex County Health Unit to reduce the risk of West Nile virus. As a result, the [name of town, city, or municipality] authorizes any permit application for West Nile virus control submitted to the Ministry of Environment, Conservation and Parks from an appropriately licensed exterminator to apply a larvicide into the catch basins or surface water:

- Located within and owned by [name of town, city, or municipality]; and
- Located on municipal and private land that drain into storm drain system or waterways located within [name of town, city, or municipality].

Sincerely,

[Signature/Title] of official representative of the [name of town, city, or municipality]



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 23, 2024

Report Number: PWES-2024-26

Subject: 2023 Town of Tecumseh CLI-ECA Annual Performance Reports
Sewage Collection & Stormwater Management Systems

Recommendations

It is recommended:

That Report PWES-2024-26, 2023 Town of Tecumseh CLI-ECA Annual Performance Reports, Sewage Collection & Stormwater Management Systems, **be received**;

And that the 2023 Ministry of Environment, Conservation and Parks Annual Performance Reports for the Town of Tecumseh Sewage Collection and Stormwater Management Systems, as prepared in accordance with the Town's Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI-ECAs), **be adopted**;

And further that the Annual Performance Reports **be made available** for public viewing through the Town of Tecumseh website.

Background

In October 2023, Council received report [PWES-2023-65](#) which provided a detailed overview of the recent regulatory changes to the environmental permissions framework that govern the approval process for sewage works, now known as Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA). The primary impact of the CLI-ECA program was the changes to the scope of requirements and municipal

responsibility that the ECA covers, including the introduction of updated system-wide operating conditions that each municipality must fulfill.

As part of the new CLI-ECA program administered by the Ministry of Conservation, Parks and Recreation (MECP) in 2022, municipalities are required to prepare Annual Performance Reports (APRs) pertaining to yearly activity, performance, and alterations to public sewage collection and stormwater management systems. The APRs are to include summaries of the following items.

- Monitoring data collected as per the Monitoring Plan as defined within the CLI-ECA;
- System operating problems encountered and corrective actions taken;
- Inspections, maintenance and repair of system components;
- Calibration and maintenance activities on monitoring equipment;
- Complaints related to the Sewage Collection and Stormwater Management Systems received from the public and steps taken to address;
- Alterations to the system, including those that pose a Significant Drinking Water Threat;
- Spills or abnormal discharge events; and
- Actions taken, including timelines, to improve or correct performance and overflows, spills, bypasses, etc.

In accordance with the Town's CLI-ECA, Annual Performance Reports covering the previous calendar year (January 1st to December 31st) are to be submitted to the MECP Director by the following dates:

- **Sewage Collection System: APR due on or before March 31st of each year.**
 - It is to be noted that MECP provided an extension for Tecumseh's 2023 Sewage Collection System APR submission date to April 30, 2024 to coincide with Stormwater Management System APR.

- **Stormwater Management System: APR due on or before April 30th of each year.**

As the Town's CLI-ECA was issued on April 28, 2023, the first APR for both the Sewage Collection and Stormwater Management Systems is required to cover the period of July 1, 2023 to December 31, 2023.

The APRs must be made available to members of the public who are serviced by the systems upon request and without charge, and also made available to members of the general public without charge by publishing the report on the Town's website by June 1st of the same year.

Comments

Sewage Collection System APR

As the operating authority for major components of the Town's sanitary sewer system, including sewage pumping stations and flow monitoring controls, the Ontario Clean Water Agency (OCWA) was retained by Administration to complete the 2023 APR for the Sewage Collection System (see Attachment 1). Administration completed portions of the APR, specifically the sections that required a summary of complaints received related to the system as this information is managed internally through the Town's Work Management System (CityWorks), and the summary of alterations that were completed to the system. The format utilized for the report was developed by OCWA as the MECP has not published a report template.

OCWA has been retained by other local municipalities including Kingsville and LaSalle to complete their system APRs. Administration identified room in the operating budget to retain OCWA to assist in completing the first APR. Further consideration will be given to completing future APRs in-house with input from OCWA.

During the reporting year of 2023, the Town received a total of 13 complaints related to the sewage collection system. Generally, complaints received are dispatched to available Public Works staff for further investigation and follow-up with residents when required. To date, all complaints received have been addressed.

Stormwater Management System APR

Administration completed the 2023 APR for the Stormwater Management System (see Attachment 2) as the system is managed by Town Public Works staff and stormwater operator. The format of the report used is similar to the one developed by OCWA for the Sewage Collection APR.

In the 2023 reporting period, 33 complaints were received by Public Works in relation to the stormwater management system. All complaints received have been addressed through site visitations and direct contact with affected residents.

Consultations

Ontario Clean Water Agency
Ministry of Environment, Conservation and Parks

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
<input type="checkbox"/>	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
<input 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:

Joseph Lappalainen, E.I.T.
Project Technician

Reviewed by:

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

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	2023 CLI-ECA Annual Performance Report for Town of Tecumseh Sewage Collection System
2	2023 CLI-ECA Annual Performance Report for Town of Tecumseh Stormwater Management System



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

March 15 2024

To: MOE Director

From: Stephan Hotz
 Process and Compliance Technician
 Essex Region, OCWA

Re: **Annual Performance Report for 2023**

The Annual Performance Report for Tecumseh Sewage Collection System has been prepared by the Operating Authority, Ontario Clean Water Agency, on behalf of the Owner, The Corporation of the Town of Tecumseh for the operating year of 2023.

This report is submitted by OCWA the operating authority, to the Director in accordance with Schedule E Section 4.6 of Consolidated Linear Infrastructure Environmental Compliance Approval 040-W601 to ensure that a written report detailing performance with all Terms and Conditions of the approvals are completed annually within the following ninety calendar days.

The report described in section 4.6 must be made available, on request and without charge, to members of the public who are served by the Authorized system; and made available, by June 1st of the same reporting year, to members of the public without charge by publishing the report on the internet, if the Owner maintains a website on the internet.

Please find enclosed the Annual Performance Report for the Tecumseh Sewage collection system. If you have any questions, please feel free to contact Senior Operations Manager, Daniel Comartin, or myself at (519) 965-0412.

Respectfully,

Stephan Hotz
 Process and Compliance Technician
 Essex Region, OCWA

cc: Kirby McArdle Manager of Public Works & Transportation, Town of Tecumseh
 Joseph Lappalainen, Project Technician, Town of Tecumseh
 Dave Jubenville, Regional Manager, OCWA
 Daniel Comartin, Senior Operations Manager, OCWA
 Kass Bowden, Safety Process Compliance Manager, OCWA



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Annual Performance Report

Tecumseh Sewage Collection System

Works # 110003326

For the year

2023

Prepared for the Corporation of the Town of Tecumseh
By the Ontario Clean Water Agency

Table of Contents

Section Number	Contents	Page Number
a	a summary of all required monitoring data along with an interpretation of the data and any conclusion drawn from the data evaluation about the need for future modifications to the Authorized System or system operations.	1-5
b	a summary of any operating problems encountered and corrective actions taken.	6
c	a summary of all calibration, maintenance, and repairs carried out on any major structure, Equipment, apparatus, mechanism, or thing forming part of the Municipal Sewage Collection System.	6
d	a summary of any complaints related to the Sewage Works received during the reporting period and any steps taken to address the complaints.	6-7
e	a summary of all Alterations to the Authorized System within the reporting period that are authorized by this Approval including a list of Alterations that pose a Significant Drinking Water Threat.	7
f	a summary of all Collection System Overflow(s) and Spill(s) of Sewage, including: i) Dates; ii) Volumes and durations; iii) If applicable, loadings for total suspended solids, BOD, total phosphorus, and total Kjeldahl nitrogen, and sampling results for E.coli; iv) Disinfection, if any; and v) Any adverse impact(s) and any corrective actions, if applicable.	7
g	a summary of efforts made to reduce Collection System Overflows, Spills, STP Overflows, and/or STP Bypasses, including the following items, as applicable: i) A description of projects undertaken and completed in the Authorized System that result in overall overflow reduction or elimination including expenditures and proposed projects to eliminate overflows with estimated budget forecast for the year following that for which the report is submitted. ii) Details of the establishment and maintenance of a PPCP, including a summary of project progresses compared to the PPCP's timelines. iii) An assessment of the effectiveness of each action taken. iv) An assessment of the ability to meet Procedure F-5-1 or Procedure F-5-5 objectives (as applicable) and if able to meet the objectives, an overview of next steps and estimated timelines to meet the objectives. v) Public reporting approach including proactive efforts	7
APPENDICES		
Appendix I - Summary of Maintenance Report		

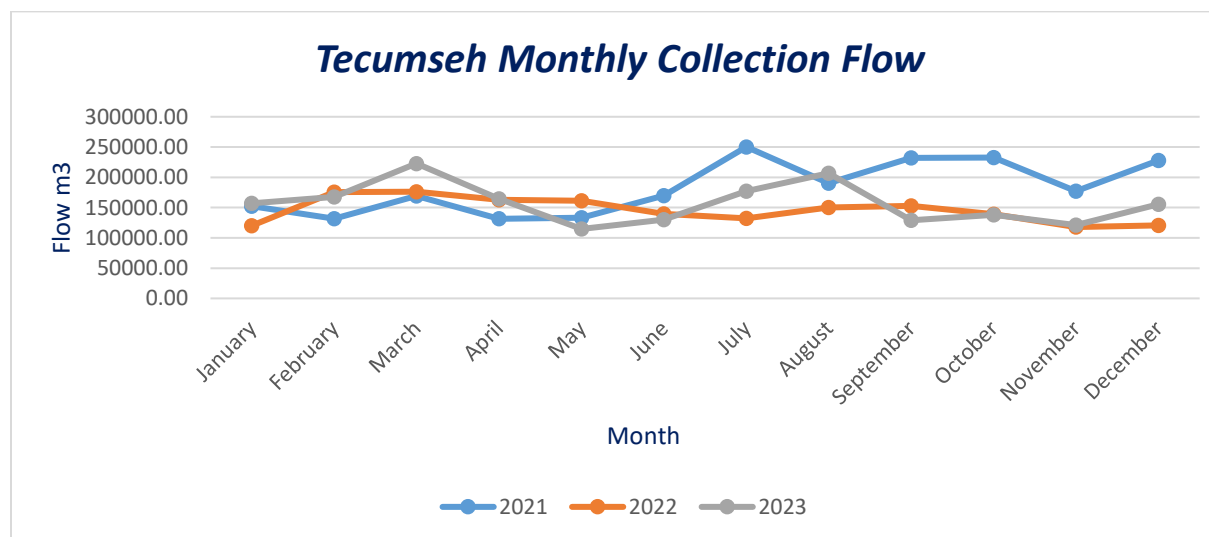
The annual performance report pertaining to the Tecumseh Sewage Collection System for the operating year 2023 has been prepared by the Ontario Clean Water Agency. This report is submitted to the District Manager on behalf of the Owner in accordance with Schedule E Section 4.6 of the Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA). The Owner shall prepare performance reports on a calendar year basis and submit to the Director by March 31 of the calendar year following the period being reported upon.

4.6 (a) a summary of all required monitoring data along with an interpretation of the data and any conclusion drawn from the data evaluation about the need for future modifications to the Authorized System or system operations.

A comparison of the total flow within the sewage collection system is captured on the tables and graphs below for the last 3 years.

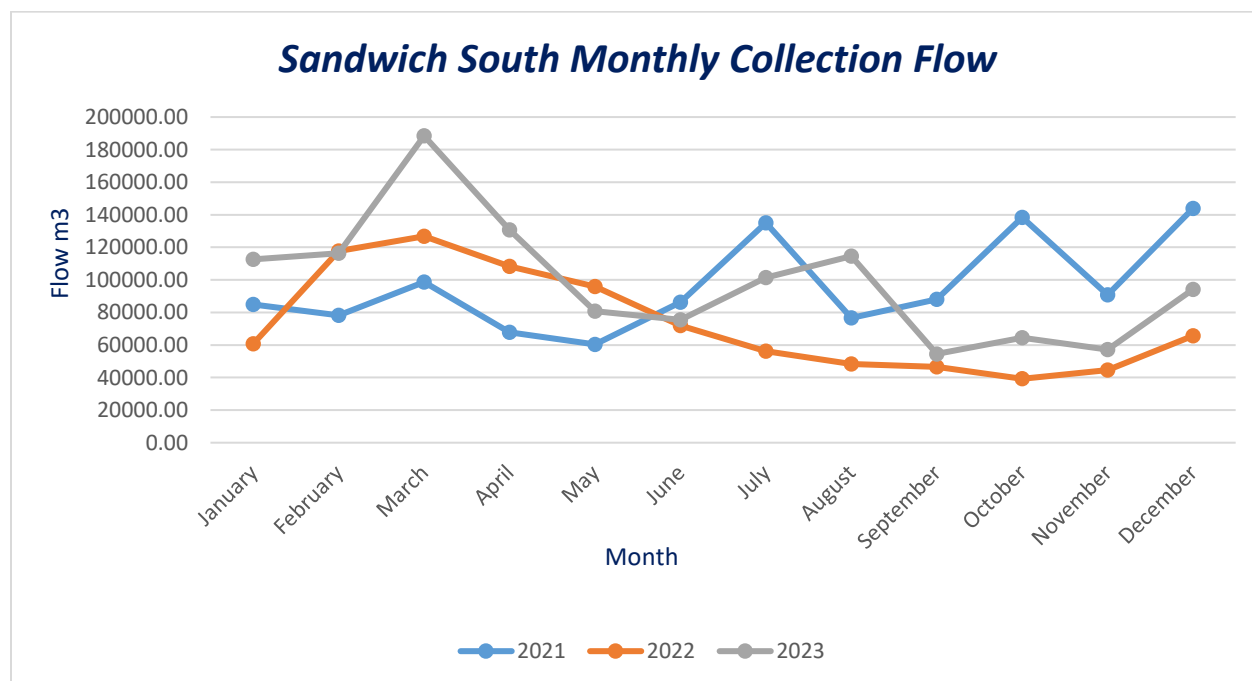
Tecumseh Monthly Collection Flow

Month	2021	2022	2023
January	152102.70	120174.00	157322.00
February	131687.00	175829.00	167661.00
March	169178.00	176239.00	222852.00
April	131467.60	163001.00	164275.00
May	133430.40	161554.00	114739.00
June	170021.00	139852.00	130374.00
July	250286.00	132233.00	177022.00
August	190549.00	150024.00	207019.00
September	232237.00	152868.00	129145.00
October	232484.00	139323.00	138196.00
November	177323.00	117862.00	121212.00
December	228157.00	120819.00	155610.00
Total	2198922.70	1749778.00	1885427.00
Average	183243.56	145814.83	157118.92
(Daily) Max	16358.00	4224.00	8298.00
(Daily) Min	891.00	845.00	625.00



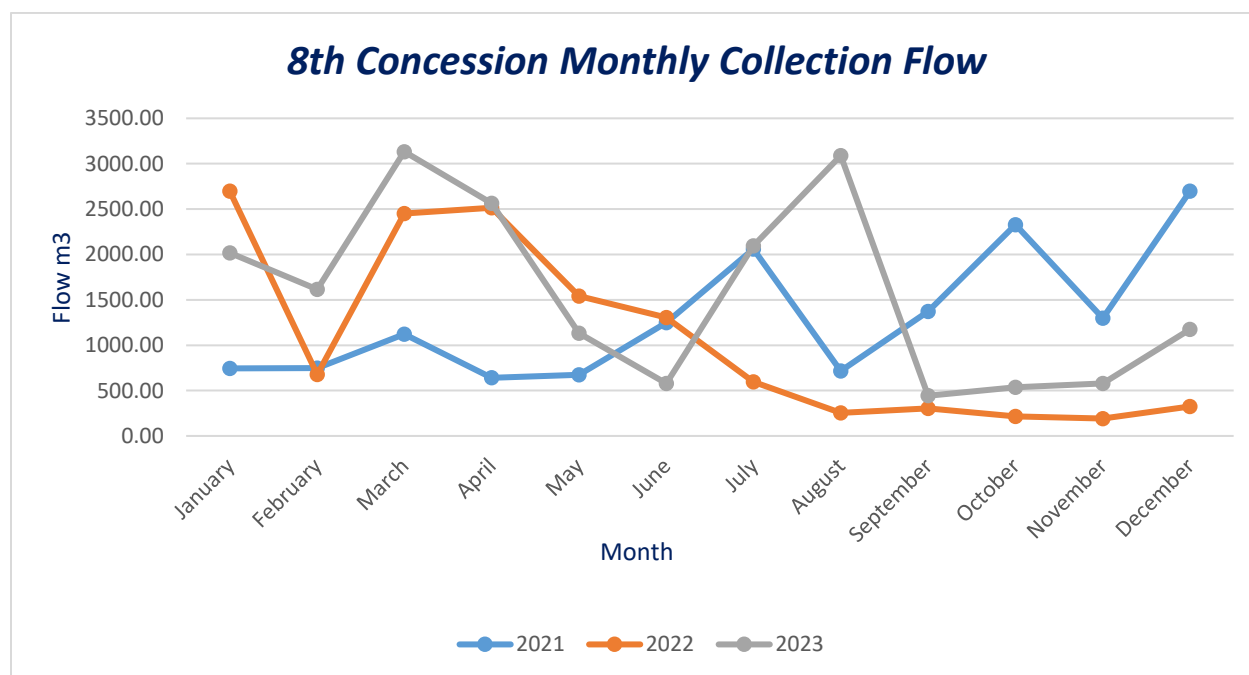
Sandwich South Monthly Collection Flow

Month	2021	2022	2023
January	84921.60	60776.00	112594.00
February	78271.00	117691.00	116246.00
March	98684.00	126768.00	188432.00
April	67742.80	108186.00	130770.00
May	60373.10	95856.00	80740.00
June	86305.60	71971.00	75443.00
July	135002.00	56136.00	101310.00
August	76696.00	48327.00	114551.00
September	88130.00	46519.00	54527.00
October	138288.00	39246.00	64451.00
November	90854.00	44626.00	57120.00
December	143855.00	65649.00	94192.00
Total	1149123.10	881751.00	1190376.00
Average	95760.26	73479.25	99198.00
(Daily) Max	7599.70	7334.00	10666.00
(Daily) Min	1327.80	1198.00	1441.00



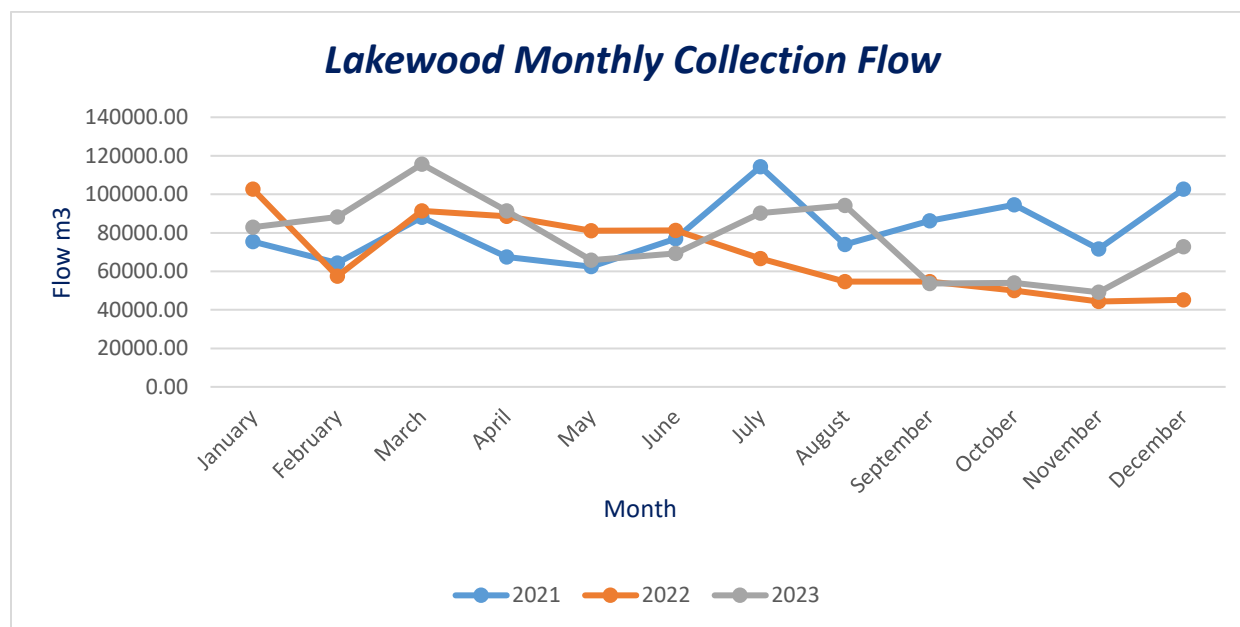
8th Concession Monthly Collection Flow

Month	2021	2022	2023
January	743.13	2696.77	2018.00
February	747.00	678.00	1617.00
March	1123.00	2450.00	3133.00
April	640.60	2515.00	2563.00
May	673.40	1540.00	1131.00
June	1249.00	1306.00	580.00
July	2060.31	595.20	2095.00
August	715.25	254.00	3090.00
September	1371.00	304.00	443.00
October	2328.00	217.00	536.00
November	1299.00	192.00	579.00
December	2696.77	325.00	1174.00
Total	15646.46	13072.97	18959.00
Average	1303.87	1089.41	1579.92
(Daily) Max	199.28	187.00	203.00
(Daily) Min	0.20	1.00	4.00



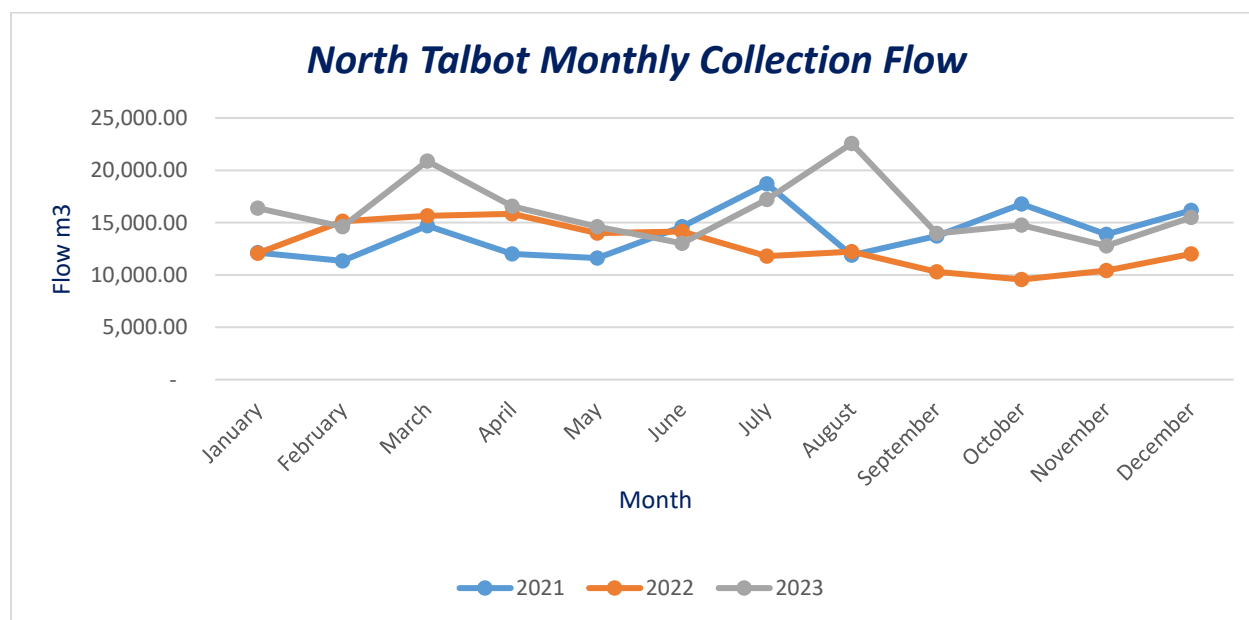
Lakewood Monthly Collection Flow

Month	2021	2022	2023
January	75489.10	102704.00	82962.00
February	64383.00	57577.00	88317.00
March	87999.00	91433.00	115660.00
April	67394.00	88541.00	91408.00
May	62414.00	81027.00	65876.00
June	76943.00	81217.00	69300.00
July	114313.00	66589.00	90225.00
August	73932.00	54654.00	94274.00
September	86160.00	54639.00	53646.00
October	94593.00	50056.00	53933.00
November	71562.00	44321.00	49133.00
December	102704.00	45152.00	72704.00
Total	977886.10	817910.00	927438.00
Average	81490.51	68159.17	77286.50
(Daily) Max	9919.00	5647.00	8323.00
(Daily) Min	1561.50	1296.00	1345.00



North Talbot Monthly Collection Flow

Month	2021	2022	2023
January	12124.21	12083.00	16378.00
February	11347.00	15120.00	14608.00
March	14710.00	15639.00	20868.00
April	11998.10	15844.00	16584.00
May	11629.80	14000.00	14613.00
June	14598.00	14153.00	13014.00
July	18708.00	11797.00	17214.00
August	11879.00	12234.00	22566.00
September	13719.00	10287.00	13975.00
October	16794.00	9567.00	14765.00
November	13873.00	10434.00	12787.00
December	16179.00	12023.00	15492.00
Total	167559.11	153181.00	192864.00
Average	13963.26	12765.08	16072.00
(Daily) Max	1090.00	682.00	1254.00
(Daily) Min	48.00	290.00	270.00



After reviewing the data above, it has been concluded that no further modifications are necessary at this point.

4.6 (b) a summary of any operating problems encountered and corrective actions taken.

None to report.

4.6 (c) a summary of all calibration, maintenance, and repairs carried out on any major structure, Equipment, apparatus, mechanism, or thing forming part of the Municipal Sewage Collection System.

A regular scheduled calibration and maintenance program have been kept up to date as scheduled on a daily, weekly, semi-annual and annual basis. All equipment calibration & maintenance scheduling and standard procedures are provided by Maximo Computerized Maintenance System, and work orders are generated by the Hub.

The annual flow meter calibrations for Tecumseh Sewage collection system were completed from August – September of 2023 by Indus Control.

A summary of all maintenance carried out for 2023 are attached in Appendix I.

4.6 (d) a summary of any complaints related to the Sewage Works received during the reporting period and any steps taken to address the complaints.

Tecumseh receives any and all complaints or concerns related to sewage works within the Authorized System, including service connections (laterals), mainline sewers, maintenance holes, restoration, and other (miscellaneous).

The Town addressed complaints through site visitations, investigation of the lateral within the Municipal Right-of-Way to the mainline sewer (downstream) and private property (upstream) through Closed-Circuit Television (CCTV) inspections to identify any defects or blockages, and administering repair, maintenance (i.e., flushing) or replacement if defects or blockages were identified within the Town's Authorized System. If access to the lateral (clean-out) was unable to be located, residents were informed to have this investigated and accessed internally by a plumber. If the investigation of the lateral identified defects or blockages in the lateral within private property, residents were informed to have required corrective maintenance or replacement completed privately. If the investigation of the lateral identified defects or blockages in the lateral within Municipal Right-of-Way, the required corrective maintenance or replacement was administered by the Town. Other (miscellaneous) complaints related to the Authorized System (i.e., appearance, location) are managed through correspondence with complainants to provide information on any applicable Town initiatives and/or Capital Works projects. Records of activities are kept and maintained within the Town's Work Management System (CityWorks).

In 2023, a total of 13 complaints were received by the Town related to the sewage works within the Authorized Sanitary System. 12 complaints were related to sewage works within the Authorized System, including service connection back-ups experienced by homeowners or lateral connection access (clean-out) deficiencies, and 1 complaint was in relation to the location and appearance of one of the Town's sanitary pump stations (Lakewood Pump Station).

Of the 12 complaints directly related to the Authorized System, 4 instances occurred where the issue was identified to be on private property, 1 instances occurred where access to the lateral (clean-out) could not be located and complainant was directed to have issue investigated internally, 3 instances occurred which involved resolving access to lateral (clean-out) deficiencies, 1 instances occurred where

a defect/blockage was found within the Municipal Right-of-Way and maintenance (flushing) was completed to resolve the issue, and 3 instances occurred where the lateral was found to be in clear and good condition and the resident was informed to have the issue investigated internally by a plumber.

The complaint related to the Town's Lakewood Pump Station resulted in contact with the resident to inform them that there are plans to install additional landscaping at the site as part of a future Capital Works project.

4.6 (e) a summary of all Alterations to the Authorized System within the reporting period that are authorized by this Approval including a list of Alterations that pose a Significant Drinking Water Threat.

None to report.

4.6 (f) a summary of all Collection System Overflow(s) and Spill(s) of Sewage, including:

- i) Dates;**
- ii) Volumes and durations;**
- iii) If applicable, loadings for total suspended solids, BOD, total phosphorus, and total Kjeldahl nitrogen, and sampling results for E.coli;**
- iv) Disinfection, if any; and**
- v) Any adverse impact(s) and any corrective actions, if applicable.**

None to report.

4.6 (g) a summary of efforts made to reduce Collection System Overflows, Spills, STP Overflows, and/or STP Bypasses, including the following items, as applicable:

- i) A description of projects undertaken and completed in the Authorized System that result in overall overflow reduction or elimination including expenditures and proposed projects to eliminate overflows with estimated budget forecast for the year following that for which the report is submitted.**
- ii) Details of the establishment and maintenance of a PPCP, including a summary of project progresses compared to the PPCP's timelines.**
- iii) An assessment of the effectiveness of each action taken.**
- iv) An assessment of the ability to meet Procedure F-5-1 or Procedure F-5-5 objectives (as applicable) and if able to meet the objectives, an overview of next steps and estimated timelines to meet the objectives.**
- v) Public reporting approach including proactive efforts**

In 2023 the town of Tecumseh did not require any efforts or projects to reduce collection system overflows, spills, STP Overflows and/ or STP Bypasses. Currently the town of Tecumseh does not have a PPCP in place as it not required. As per condition 8.2 of #040-W601, an assessment of the ability to meet Procedure F-5-1 or Procedure F-5-5 objectives is not applicable as Tecumseh's Authorized System does not include combined sewers or partially separated sewers.

Appendix I

Summary of Maintenance Report

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3167480			5696, St Alphonse Pumping Station	OPER	Inspection	1	YEARS	Daily O&M Activities St. Alphonse Sylvestre (1y) - 5696	BUSCOMP	1/1/23 12:00 AM	1/2/24 09:52 AM	1/2/24 09:52 AM	
3167490			5870, Gauthier Pump Station	OPER	Inspection	1	YEARS	Daily O&M Activities Gauthier (1y) - 5870	COMP	1/1/23 12:00 AM	1/2/24 09:52 AM	1/2/24 09:52 AM	
3167517			5921, Lakewood Sewage Pump Station	OPER	Inspection	1	YEARS	Daily O&M Activities Lakewood (1y) - 5921	COMP	1/1/23 12:00 AM	1/3/24 09:38 AM	1/3/24 09:38 AM	pull pump #1 - lock rotor current issue -
3168089			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	1/1/23 12:00 AM	2/17/23 07:05 AM	2/17/23 07:05 AM	
3168183	0000150409	PANEL ALARM/DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	1/1/23 12:00 AM	2/1/23 09:36 AM	2/1/23 09:36 AM	
3168187	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	1/1/23 12:00 AM	2/1/23 09:15 AM	2/1/23 09:15 AM	
3168214	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	1/1/23 12:00 AM	2/1/23 09:22 AM	2/1/23 09:22 AM	
3168233	0000281504	PANEL ALARM/DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	1/1/23 12:00 AM	2/1/23 09:22 AM	2/1/23 09:22 AM	
3168362			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	1/1/23 12:00 AM	2/1/23 09:27 AM	2/1/23 09:27 AM	
3168366			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	1/1/23 12:00 AM	2/1/23 09:16 AM	2/1/23 09:16 AM	
3168380			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	1/1/23 12:00 AM	2/1/23 09:23 AM	2/1/23 09:23 AM	
3172304			5870, Gauthier Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5870	CLOSE	1/1/23 12:00 AM	5/2/23 01:15 PM	5/2/23 01:15 PM	
3172306			5921, Lakewood Sewage Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5921	CLOSE	1/1/23 12:00 AM	5/2/23 01:16 PM	5/2/23 01:16 PM	
3201302			5921, Lakewood Sewage Pump Station	CORR	Refurbish/Replace/Repair	0		Lakewood Pump #1 Over Temp issues	CLOSE		1/16/23 02:26 PM	1/16/23 02:26 PM	- in service
3201670			5921, Lakewood Sewage Pump Station	CALL	Refurbish/Replace/Repair	0		Lakewood Pump #1 Over Tempature	CLOSE		1/4/23 12:50 PM	1/4/23 12:52 PM	Lakewood Pump #1 Over Tempature - Troubleshooting Lakewood pump #1 over temp issues

Workorder Summary Report

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Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3201676			5921, Lakewood Sewage Pump Station	CALL	Refurbish/ Replace/Repair	0		Call back pump failure, zone #6 alarm	CLOSE		1/4/23 01:14 PM	1/4/23 01:22 PM	Pump failure alarm, zone #6 - Pump #1 was again in pump failure, same alarm as previously called for. Removed pump from service this time and did not re-set alarm, so electrician can investigate the cause further.
3201696			5921, Lakewood Sewage Pump Station	CALL	Refurbish/ Replace/Repair	0		Lakewood Pump #1 Over Tempature	CLOSE		1/4/23 02:23 PM	1/4/23 02:26 PM	Lakewood Pump #1 Over Tempature - Lakewood Pump #1 Lock out on over temp. reset and put back into service.
3203073			5696, Sylvestre Pumping Station	OPER	Inspection	0		Sylvester Pump Station Insp of leak on Pump #2 5696	CLOSE		1/10/23 03:12 PM	3/23/23 03:00 PM	
3203668			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		Lakewood PLC Config error	COMP		12/21/23 09:13 AM	12/21/23 09:13 AM	- in service
3204875			5921, Lakewood Sewage Pump Station	CORR	Predictive Maintenance	0		Wet well cleaning done	CLOSE		2/1/23 09:24 AM	2/1/23 09:24 AM	
3204876			5696, St Alphonse Pumping Station	PM	Predictive Maintenance	0		Wet well cleaning done	CLOSE		2/1/23 09:27 AM	2/1/23 09:27 AM	
3205517			5921, Lakewood Sewage Pump Station	CALL	Inspection	0		Call back from client to investigate Lakewood PS	CLOSE		1/23/23 10:50 AM	1/23/23 11:02 AM	Call back from client due to alarms activated on their SCADA - Client called with concerns, their own SCADA is showing alarms, but OCWA does not have any avtive alarms at this facility at this time. Due to the weather situation and the client not having 100% confidence in their SCADA system, client asked if on-call staff could investigate. On-call staff (Patrick), investigated and found system in normal operations, but flows higher than normal. Lead and lag pumps operating with the lag cycling as the level rises but with both pumps operating, system pumping down to all pumps stop level. Updated client and sent pictures of the station , client thanked staff for confirming the situation.

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Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3205880			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		esa defect inspection	CLOSE		2/22/23 07:56 AM	2/22/23 07:56 AM	- inspection completed
3205961	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	1/26/23 12:00 AM	2/1/23 09:19 AM	2/1/23 09:19 AM	
3219492			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	2/1/23 12:00 AM	2/17/23 07:07 AM	2/17/23 07:07 AM	
3219586	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	2/1/23 12:00 AM	3/31/23 09:08 AM	3/31/23 09:08 AM	
3219590	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	2/1/23 12:00 AM	3/31/23 09:10 AM	3/31/23 09:10 AM	
3219617	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	2/1/23 12:00 AM	3/31/23 08:02 AM	3/31/23 08:02 AM	
3219640	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	2/1/23 12:00 AM	3/31/23 08:02 AM	3/31/23 08:02 AM	
3219759			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	2/1/23 12:00 AM	3/31/23 09:10 AM	3/31/23 09:10 AM	
3219763			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	2/1/23 12:00 AM	3/31/23 09:17 AM	3/31/23 09:17 AM	
3219777			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	2/1/23 12:00 AM	3/31/23 09:16 AM	3/31/23 09:16 AM	
3223630			5870, Gauthier Pump Station	PM	Compliance	1	YEARS	FEP Emergency Plan review (1y) - 5870	CLOSE	2/1/23 12:00 AM	4/11/23 08:32 AM	4/11/23 08:32 AM	Updated FEP, team lead to take to station -
3223633			5921, Lakewood Sewage Pump Station	PM	Compliance	1	YEARS	FEP Emergency Plan review (1y) - 5921	CLOSE	2/1/23 12:00 AM	4/11/23 08:40 AM	4/11/23 08:40 AM	Updated FEP, team lead to take to station -
3228630			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	2/1/23 12:00 AM	2/13/23 07:14 AM	2/13/23 07:14 AM	completed report and submitted to MECP -
3244022			5921, Lakewood Sewage Pump Station	CAP	Refurbish/ Replace/Repair	0		getting information for lakewood pumps to order spare	CLOSE		2/13/23 09:54 AM	2/13/23 09:54 AM	- information gathered,, pumps in service

Workorder Summary Report

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Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3245780			5696, Sylvestre Pumping Station	CORR	Predictive Maintenance	0		megger pump at syvestre pump station	CLOSE		2/16/23 03:06 PM	2/16/23 03:06 PM	- megger pump in service
3246077			5696, Sylvestre Pumping Station	PM	Inspection	0		PS Surge protection and phase monitor inspection	CLOSE		4/19/23 11:07 AM	4/19/23 11:07 AM	- in service
3246078	0000150406	PUMP SUBMERSIBLE 01 SYLVESTER PS 5696-SPSY	5696, Sylvestre Pumping Station	PM	Refurbish/ Replace/Repair	0		Replaced Pump #1 (north)	CLOSE		3/31/23 09:19 AM	3/31/23 09:19 AM	
3247206			5870, Gauthier Pump Station	EMER	Refurbish/ Replace/Repair	0		Ice storm & Freezing Rain, Power outage	CLOSE		2/24/23 08:27 AM	2/24/23 08:30 AM	
3247241	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	0		Engine Diesel Insp/Test (1m) - 5870	CLOSE	2/1/23 11:57 AM	3/31/23 09:40 AM	3/31/23 09:40 AM	
3247456	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	2/26/23 12:00 AM	3/31/23 09:20 AM	3/31/23 09:20 AM	
3247879			5921, Lakewood Sewage Pump Station	OPER	Refurbish/ Replace/Repair	0		Pump 1 High temp inspected & topped up coolant - Lakewood PS - 5921	CLOSE		2/28/23 02:46 PM	2/28/23 02:49 PM	
3261632			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	3/1/23 12:00 AM	3/21/23 09:03 AM	3/21/23 09:03 AM	
3261726	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	3/1/23 12:00 AM	3/31/23 09:27 AM	3/31/23 09:27 AM	
3261730	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	3/1/23 12:00 AM	3/31/23 09:28 AM	3/31/23 09:28 AM	
3261757	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	3/1/23 12:00 AM	3/31/23 09:29 AM	3/31/23 09:29 AM	
3261776	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	3/1/23 12:00 AM	3/31/23 09:30 AM	3/31/23 09:30 AM	
3261895			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	3/1/23 12:00 AM	3/31/23 09:31 AM	3/31/23 09:31 AM	
3261899			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	3/1/23 12:00 AM	3/31/23 09:32 AM	3/31/23 09:32 AM	

Workorder Summary Report

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Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3261913			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	3/1/23 12:00 AM	3/31/23 09:34 AM	3/31/23 09:34 AM	
3267539			5921, Lakewood Sewage Pump Station	PM	Compliance	2	YEARS	Operation SOP Manual Review and Updates St. Clair Beach (2y) - 5921	CLOSE	3/1/23 12:00 AM	11/3/23 01:46 PM	11/3/23 01:46 PM	Review and update all SOPs -
3270311			5870, Cedarwood WWC	PM	Compliance	6	MONTHS	Town of Tecumseh FEP Contact List Updates (6m)	CLOSE	3/1/23 12:00 AM	4/11/23 09:36 AM	4/11/23 09:36 AM	Completed during SPC manager meeting -
3287827			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		trouble shoot alarm system lakewood	CLOSE		3/13/23 03:29 PM	3/13/23 03:29 PM	- in service
3288270			5921, Lakewood Sewage Pump Station	CALL	Inspection	0		Call back for high well level alarm,	CLOSE		3/6/23 10:43 AM	3/6/23 11:20 AM	Call back from client representative. - Client was getting a high well level alarm as part of their scada system and were concerned, so they called the on-call person. I confirmed that there has been no high level alarm called to me at this time, client still wanted me to go and confirm the data locally. I inspected the station and confirmed no high level alarm at that time but level was rising consistently while on site; left the station at 17:00 hours. Both the client and the Senior Operation Manager were involved in the updated for the issues and concerns. Called back to Lakewood pump station by alarm monitoring company at 17:35 for pump #1 temperature fault alarm, re-set the pump and pump resumed operations once again; monitored for 5 minutes and left station. Third alarm occurred (pump #1 temperature fault) at 20:09, left pump in fault alarm so electrician and maintenance can further investigate the issue; left station at 20:09.

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Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3288967	0000281506	PUMP SUBMERSIBLE SPARE (QUOTED FOR RE-BUILD) LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	0		Pull pump 1 and check fluids - Lakewood - 5921	CLOSE		3/13/23 01:33 PM	3/13/23 01:33 PM	
3288968	0000281507	PUMP SUBMERSIBLE 02 LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	0		Pull pump 2 and check fluids - Lakewood - 5921	CLOSE		3/13/23 01:33 PM	3/13/23 01:33 PM	
3288969	0000281508	PUMP SUBMERSIBLE 03 LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	0		Pull pump 3 and check fluids - Lakewood - 5921	CLOSE		3/13/23 01:33 PM	3/13/23 01:33 PM	
3289154			5870, Gauthier Pump Station	CAP	Refurbish/ Replace/Repair	0		Purchase of Spare Parts for Tecumseh Gauthier Upper Lower bearings	BUSCOMP		11/10/23 07:24 AM	11/10/23 07:24 AM	
3289156			5921, Lakewood Sewage Pump Station	CAP	Predictive Maintenance	0		Lakewood Pump Station, spare pump purchase Xylem	COMP		1/22/24 10:21 AM	1/22/24 10:21 AM	-
3289460			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		meet with security one for keypad issue at lakewood pump station	CLOSE		3/13/23 03:31 PM	3/13/23 03:31 PM	- in service
3289704			5870, Gauthier Pump Station	OPER	Predictive Maintenance	0		Screw #1 oil, belts, pulleys, motor, inspected	CLOSE		3/15/23 02:50 PM	3/15/23 02:53 PM	
3290665			5870, Gauthier Pump Station	OPER	Predictive Maintenance	0		Met AWG Environmental at station so they can service their flow meters	CLOSE		3/22/23 03:38 PM	3/22/23 03:38 PM	
3291015	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	3/26/23 12:00 AM	5/2/23 01:20 PM	5/2/23 01:20 PM	
3307121			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	4/1/23 12:00 AM	4/4/23 08:57 AM	4/4/23 08:57 AM	
3307237	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	4/1/23 12:00 AM	5/2/23 01:23 PM	5/2/23 01:23 PM	
3307241	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	4/1/23 12:00 AM	5/2/23 01:24 PM	5/2/23 01:24 PM	

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WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3307272	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	4/1/23 12:00 AM	5/2/23 01:25 PM	5/2/23 01:25 PM	
3307291	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	4/1/23 12:00 AM	5/2/23 01:26 PM	5/2/23 01:26 PM	
3307412			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	4/1/23 12:00 AM	5/2/23 01:28 PM	5/2/23 01:28 PM	
3307416			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	4/1/23 12:00 AM	5/2/23 01:30 PM	5/2/23 01:30 PM	
3307434			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	4/1/23 12:00 AM	5/2/23 01:32 PM	5/2/23 01:32 PM	
3339400			5870, Gauthier Pump Station	PM	Compliance	2	YEARS	FEP Site Contingency Plan Review Cedarwood (2y) - 5870	CLOSE	4/11/23 12:00 AM	11/27/23 11:28 AM	11/27/23 11:28 AM	Create new FEP binder for facility -
3339865			5870, Gauthier Pump Station	CORR	Inspection	0		Gauthier pump #2 oil not in sight glass	CLOSE		4/14/23 01:01 PM	4/14/23 01:01 PM	
3340677			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		Lakewood Pumps check coolant	CLOSE		5/31/23 03:28 PM	5/31/23 03:28 PM	- Done on May 16,2023
3340815			5696, Sylvestre Pumping Station	CORR	Refurbish/ Replace/Repair	0		Sylvester Pumping Station No Panel Seals to well ESA DEFECT	CLOSE		5/19/23 09:36 AM	5/19/23 09:36 AM	- installed eys, in service
3340816			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		St.Alphonse Intriniscally safe wiring ESA DEFECT	CLOSE		10/6/23 11:18 AM	10/6/23 11:18 AM	-work to be completed by contractor
3340817			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		St.Alphonse No Seals between panel and well ESA DEFECT	CLOSE		10/6/23 11:18 AM	10/6/23 11:18 AM	- work to be completed by contractor
3340991			5870, Cedarwood WWC	CAP	Refurbish/ Replace/Repair	0		Cedarwood pumping station Level controller replacement	CLOSE		5/18/23 02:09 PM	5/18/23 02:09 PM	Cedarwood pumping station Level controller replacement - unit in service

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3341363			5921, Lakewood Sewage Pump Station	CALL	Inspection	0		Call back alarm, levelxt fault	CLOSE		4/24/23 01:09 PM	4/24/23 01:21 PM	call back alarm - Levelxt fault alarm called in to o-call operator. Arrived to station and found alarm in history on alarm panel, station wet well was within normal operating range. Checked the wet well and the level was also within normal operating range, watched a pump cycle in automatic , all appeared to be working normally. Left pump station and spoke to UPIT and that alarm was occurring some two plus months ago, UPIT will look into the issue further.
3341513	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	4/26/23 12:00 AM	6/1/23 02:37 PM	6/1/23 02:37 PM	
3356069			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	5/1/23 12:00 AM	5/15/23 03:03 PM	5/15/23 03:03 PM	
3356189	0000150409	PANEL ALARM/DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	5/1/23 12:00 AM	5/31/23 02:39 PM	5/31/23 02:39 PM	
3356193	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	5/1/23 12:00 AM	5/31/23 02:38 PM	5/31/23 02:38 PM	
3356220	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	5/1/23 12:00 AM	6/12/23 09:34 AM	6/12/23 09:34 AM	
3356239	0000281504	PANEL ALARM/DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	5/1/23 12:00 AM	6/12/23 09:34 AM	6/12/23 09:34 AM	
3356361			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	5/1/23 12:00 AM	6/12/23 09:35 AM	6/12/23 09:35 AM	
3356365			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	5/1/23 12:00 AM	6/12/23 09:35 AM	6/12/23 09:35 AM	
3356383			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	5/1/23 12:00 AM	6/12/23 09:37 AM	6/12/23 09:37 AM	
3359284			5870, Gauthier Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5870	CLOSE	5/1/23 12:00 AM	6/12/23 09:39 AM	6/12/23 09:39 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3359286			5921, Lakewood Sewage Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5921	CLOSE	5/1/23 12:00 AM	6/12/23 09:39 AM	6/12/23 09:39 AM	
3361437	0000134133	METER LEVEL Wet Well 5870-SPGA	5870, Gauthier Pump Station	PM	Calibration	1	YEARS	Meter Level 01 Well Tecumseh PS Insp/Service (1y) - 5870	CLOSE	5/1/23 12:00 AM	5/15/23 07:59 AM	5/15/23 07:59 AM	Meter Level 01 Well Tecumseh PS Insp/Service (1y) - 5870 - Unit operating as per designed
3361610	0000150531	VALVE BACKFLOW	5870, Gauthier Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Valve Backflow Insp/Service (1y) - 5870	CLOSE	5/1/23 12:00 AM	11/22/23 08:48 AM	11/22/23 08:48 AM	
3366010			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	5/1/23 12:00 AM	5/22/23 08:07 PM	5/22/23 08:07 PM	complete report save and send to MECP - client -
3383692			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		st alphonse south pump trip	CLOSE		5/8/23 08:29 AM	5/8/23 08:29 AM	- pump in service
3385002	0000281506	PUMP SUBMERSIBLE SPARE (QUOTED FOR RE-BUILD) LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		Pump Submersible Raw Sewage # 1 Removal and replacement with New Asset Pump Re-scheduled	CLOSE	5/16/23 10:30 AM	8/2/23 07:08 AM	8/2/23 07:08 AM	Pump Submersible Raw Sewage # 1 Removal and replacement with New Asset Pump Re-scheduled - <ul style="list-style-type: none">The planned replacement of the pump had to be re-planned as there were issues related to the use and install of the new replacement pump.Re-placment new pump will need to be reviewed by the Pump Supplier before the pump can be used as a replacment pump.The existing pump is to left in service.
3385367	0000281506	PUMP SUBMERSIBLE SPARE (QUOTED FOR RE-BUILD) LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		Removed Pump being sent out to Xylem Pump Repair Shop for Service check and Repair 5921-SPLW	NEW	5/18/23 12:11 PM			
3385852			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		pull pump #1 at st alphonse due to debris jammed inside	CLOSE		5/19/23 09:35 AM	5/19/23 09:35 AM	- pump free from debris, in service
3386862	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	5/26/23 12:00 AM	7/5/23 03:45 PM	7/5/23 03:45 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3401369			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	6/1/23 12:00 AM	6/2/23 07:40 AM	6/2/23 07:40 AM	
3401490	0000150409	PANEL ALARM/DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	6/1/23 12:00 AM	7/5/23 03:51 PM	7/5/23 03:51 PM	
3401494	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	6/1/23 12:00 AM	7/5/23 03:44 PM	7/5/23 03:44 PM	
3401521	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	6/1/23 12:00 AM	7/5/23 03:50 PM	7/5/23 03:50 PM	
3401540	0000281504	PANEL ALARM/DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	6/1/23 12:00 AM	7/5/23 03:49 PM	7/5/23 03:49 PM	
3401659			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	6/1/23 12:00 AM	7/5/23 03:51 PM	7/5/23 03:51 PM	
3401663			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	6/1/23 12:00 AM	7/5/23 03:44 PM	7/5/23 03:44 PM	
3401681			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	6/1/23 12:00 AM	7/5/23 03:49 PM	7/5/23 03:49 PM	
3402485	0000260585	PUMP SUBMERSIBLE 01 ST ALPHONSE PS 5696-SPAL	5696, St Alphonse Pumping Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 01 Sandwich S PS Service (1y) - 5696	CLOSE	6/1/23 12:00 AM	8/4/23 01:17 PM	8/4/23 01:17 PM	- megger pump 1, starting to meg low, in service
3402494	0000260586	PUMP SUBMERSIBLE NORTH WASTEWATER 5696-SPAL	5696, St Alphonse Pumping Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 02 Sandwich S PS Service (1y) - 5696	CLOSE	6/1/23 12:00 AM	8/4/23 01:18 PM	8/4/23 01:18 PM	- megger pump 2, in service
3402503	0000260589	UPS BATTERY BACK-UP CONTROL PANEL ST ALPHONSE PS 5696-SPAL	5696, St Alphonse Pumping Station	PM	Inspection	1	YEARS	Battery Bank UPS Alphonse Insp/Service (1y) - 5696	CLOSE	6/1/23 12:00 AM	6/7/23 02:50 PM	6/7/23 02:50 PM	- ups no longer in service, decommission
3407460			5921, Lakewood Sewage Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Drive VFD 01 Lakewood PS Insp/Service Route (1y) - 5921	CLOSE	6/1/23 12:00 AM	7/11/23 08:11 AM	7/11/23 08:11 AM	- in service
3407483			5870, Gauthier Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Cedarwood WWC Bypass Gate Test (1y) - 5870	CLOSE	6/1/23 12:00 AM	9/14/23 09:33 AM	9/14/23 09:33 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3407504	0000150408	METER LEVEL SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Calibration	1	YEARS	Meter Level Sylvester PS Insp/Service (1y) - 5696	CLOSE	6/1/23 12:00 AM	6/7/23 02:51 PM	6/7/23 02:51 PM	- meter level controller inspection, in service
3407510	0000281503	METER LEVEL LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Calibration	1	YEARS	Meter Level Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/23 12:00 AM	6/7/23 02:52 PM	6/7/23 02:52 PM	- meter level controller inspection, in service
3407733	0000281501	PANEL CONTROL PUMP LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	3	YEARS	Panel Control Pump Lakewood PS Insp/Service (3y) - 5921	CLOSE	6/1/23 12:00 AM	6/30/23 10:36 AM	6/30/23 10:36 AM	- in service
3407736	0000281502	PANEL CONTROL PLC LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	3	YEARS	Panel Control PLC Lakewood PS Insp/Service (3y) - 5921	CLOSE	6/1/23 12:00 AM	6/30/23 10:37 AM	6/30/23 10:37 AM	- in service
3407777	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Engine Diesel Genset Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/23 12:00 AM	8/10/23 02:13 PM	8/10/23 02:13 PM	
3431215			5870, Gauthier Pump Station	CORR	Refurbish/ Replace/Repair	0		Tecumseh flow totalizers	CLOSE		10/6/23 02:04 PM	10/6/23 02:04 PM	Tecumseh flow totalizers - review of totalizers
3431491			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		pump number 1 pull st alphonse	CLOSE		6/7/23 08:28 AM	6/7/23 08:28 AM	- pump free from debris, in service
3431729	0000281512	UPS BATTERY BACKUP LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	YEARS	UPS Battery Backup Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/7/23 12:00 AM	6/30/23 10:36 AM	6/30/23 10:36 AM	- in service
3431745			5696, St Alphonse Pumping Station	PM	Refurbish/ Replace/Repair	1	YEARS	St. Alphonse/Sylvestre Bypass Gate Test (1y) - 5696	COMP	6/7/23 12:00 AM	12/13/23 11:30 AM	12/13/23 11:30 AM	
3431787	0000281506	PUMP SUBMERSIBLE SPARE (QUOTED FOR RE-BUILD) LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Pump Submersible 01 Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/7/23 12:00 AM	11/29/23 01:28 PM	11/29/23 01:28 PM	
3431796	0000281507	PUMP SUBMERSIBLE 02 LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Pump Submersible 02 Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/7/23 12:00 AM	11/29/23 01:29 PM	11/29/23 01:29 PM	
3431805	0000281508	PUMP SUBMERSIBLE 03 LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Pump Submersible 03 Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/7/23 12:00 AM	11/29/23 01:29 PM	11/29/23 01:29 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3431814	0000150407	PUMP SUBMERSIBLE 02 SYLVESTER PS 5696-SPSY	5696, Sylvestre Pumping Station	PM	Refurbish/ Replace/Repair	1	YEARS	Pump Cent #2 Sylvester Pump Station Insp/Service (1y) - 5696	COMP	6/7/23 12:00 AM	12/20/23 07:59 AM	12/20/23 07:59 AM	
3434548			5870, Gauthier Pump Station	CORR	Refurbish/ Replace/Repair	0		Gauthier PS generator transfer controller issue	CLOSE		10/5/23 02:27 PM	10/5/23 02:27 PM	
3435027			5870, Gauthier Pump Station	CORR	Refurbish/ Replace/Repair	0		inspect transfer switch at gauthier pump station	CLOSE		7/11/23 08:02 AM	7/11/23 08:02 AM	- transfer switch screen needs replacing. transfer works only in manual
3435200	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	6/26/23 12:00 AM	8/1/23 08:26 AM	8/1/23 08:26 AM	
3450253			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	7/1/23 12:00 AM	7/13/23 02:58 PM	7/13/23 02:58 PM	
3450367	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	7/1/23 12:00 AM	8/1/23 08:28 AM	8/1/23 08:28 AM	
3450371	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	7/1/23 12:00 AM	8/1/23 08:24 AM	8/1/23 08:24 AM	
3450398	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	7/1/23 12:00 AM	8/1/23 08:28 AM	8/1/23 08:28 AM	
3450417	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	7/1/23 12:00 AM	8/1/23 08:27 AM	8/1/23 08:27 AM	
3450517			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	7/1/23 12:00 AM	8/1/23 08:30 AM	8/1/23 08:30 AM	
3450521			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	7/1/23 12:00 AM	8/1/23 08:25 AM	8/1/23 08:25 AM	
3450539			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	7/1/23 12:00 AM	8/1/23 08:27 AM	8/1/23 08:27 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3479237			5870, Gauthier Pump Station	CALL	Refurbish/ Replace/Repair	0		Call in at 16:35 - High Level Alarm - Gauthier - 5870	CLOSE		7/2/23 04:35 PM	7/2/23 05:15 PM	Call in at 16:35 - High Level Alarm - Gauthier - 5870 - July 2, 2023 <ul style="list-style-type: none">Call in at 16:35 - High level alarmArrived on site and put screw 3 in leadmonitored until station returned to normal
3479244			5696, Sylvestre Pumping Station	ADMIN	Administrative	0		2023 ORG # 5696 Sites Asset Validation Reviews	COMP		12/18/23 06:50 AM	12/18/23 06:50 AM	2023 ORG # 5696 Sites Asset Validation Reviews - Assets have been tagged and entered into Maximo.
3479245			5696, St Alphonse Pumping Station	ADMIN	Administrative	0		2023 ORG # 5696 Sites Asset Validation Reviews	COMP		12/21/23 06:26 AM	12/21/23 06:26 AM	
3482811			5696, Sylvestre Pumping Station	CORR	Refurbish/ Replace/Repair	0		inspect transfer switch at sylvester pump station	CLOSE		8/16/23 07:40 AM	8/16/23 07:40 AM	- in service
3483478	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	7/26/23 12:00 AM	9/8/23 08:11 AM	9/8/23 08:11 AM	
3496762			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	8/1/23 12:00 AM	8/8/23 10:15 AM	8/8/23 10:15 AM	
3496876	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	8/1/23 12:00 AM	9/8/23 08:33 AM	9/8/23 08:33 AM	
3496880	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	8/1/23 12:00 AM	9/8/23 08:14 AM	9/8/23 08:14 AM	
3496907	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	8/1/23 12:00 AM	9/8/23 08:18 AM	9/8/23 08:18 AM	
3496926	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	8/1/23 12:00 AM	9/8/23 08:18 AM	9/8/23 08:18 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

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Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3497026			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	8/1/23 12:00 AM	9/8/23 08:32 AM	9/8/23 08:32 AM	
3497030			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	8/1/23 12:00 AM	9/8/23 08:14 AM	9/8/23 08:14 AM	
3497048			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	8/1/23 12:00 AM	9/8/23 08:19 AM	9/8/23 08:19 AM	
3501809			5870, Gauthier Pump Station	PM	Compliance	2	YEARS	Operation SOP Manual Review and Updates Cedarwood (2y) - 5870	BUSCOMP	8/1/23 12:00 AM	12/26/23 06:30 PM	12/26/23 06:30 PM	Start review and updates to facility SOPs - Complete updates and reviews of all SOPs -
3506372			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	8/1/23 12:00 AM	8/17/23 06:57 PM	8/17/23 06:57 PM	review and submit bypass report to regulator -
3523137			5870, Gauthier Pump Station	CAP	Refurbish/ Replace/Repair	0		install new transfer switch controller	CLOSE		8/11/23 10:45 AM	8/11/23 10:45 AM	- new transfer switch controller installed, in service
3524517			5696, Tecumseh 8th Concession Metering Site	OPER	Administrative	0		2023 8 TH Conc. Metering Site Asset Validations	CLOSE		8/10/23 05:05 PM	8/10/23 05:05 PM	
3524518			5696, Shawnee Meter Station	OPER	Administrative	0		2023 Shawnee Rd. Metering Site Asset Validations	CLOSE		8/10/23 05:07 PM	8/10/23 05:07 PM	
3525069	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	CALL	Inspection	0		Call in at 18:15 - Lakewood Generator Alarm - 5921	CLOSE		8/12/23 06:15 PM	8/12/23 07:15 PM	Call in at 18:15 - Lakewood Generator Alarm - 5921 - Aug. 12, 2023 • Call in at 18:15 Lakewood PS Generator alarm • Generator low fuel alarm • tank at just under 1/2 • will have someone fill it Monday
3526960			5696, Tecumseh 8th Concession Metering Site	CORR	Refurbish/ Replace/Repair	0		repair 8th concession ups	CLOSE		9/5/23 06:58 AM	9/5/23 06:58 AM	- replace betteries in ups , in service

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3526990	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	8/26/23 12:00 AM	10/5/23 02:23 PM	10/5/23 02:23 PM	
3527439			5870, Gauthier Pump Station	EMER	Inspection	0		Tecumseh/Gauthier Storm event (5870)	CLOSE		8/28/23 02:18 PM	10/5/23 11:57 AM	
3527440			5921, Lakewood Sewage Pump Station	EMER	Inspection	0		Lakewood Storm event (5921)	CLOSE		8/28/23 02:19 PM	9/8/23 08:19 AM	
3527441			5921, Lakewood Sewage Pump Station	EMER	Inspection	0		Lakewood Storm Event (5921)	CLOSE		9/8/23 08:20 AM	9/8/23 08:20 AM	
3527668			5696, St Alphonse Pumping Station	CORR	Predictive Maintenance	0		pump #2 pull and unplug then reinstall in well	CLOSE		9/8/23 08:32 AM	9/8/23 08:32 AM	
3541370			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	9/1/23 12:00 AM	9/22/23 07:42 AM	9/22/23 07:42 AM	
3541489	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	9/1/23 12:00 AM	10/5/23 02:24 PM	10/5/23 02:24 PM	
3541493	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	9/1/23 12:00 AM	10/5/23 02:22 PM	10/5/23 02:22 PM	
3541520	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	9/1/23 12:00 AM	10/5/23 02:24 PM	10/5/23 02:24 PM	
3541539	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	9/1/23 12:00 AM	10/5/23 02:23 PM	10/5/23 02:23 PM	
3541658			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	9/1/23 12:00 AM	10/5/23 02:25 PM	10/5/23 02:25 PM	
3541662			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	9/1/23 12:00 AM	10/5/23 02:22 PM	10/5/23 02:22 PM	
3541680			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	9/1/23 12:00 AM	10/5/23 02:24 PM	10/5/23 02:24 PM	
3542490	0000260587	METER LEVEL LIT-01 PUMP LEVEL CONTROLLER 5696- SP01	5696, St Alphonse Pumping Station	PM	Calibration	1	YEARS	Meter Level Sewage Alphonse Insp (1y) - 5696	CLOSE	9/1/23 12:00 AM	9/7/23 09:01 AM	9/7/23 09:01 AM	- in service
3544596			5870, Gauthier Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5870	CLOSE	9/1/23 12:00 AM	11/1/23 09:05 AM	11/1/23 09:05 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3544598			5921, Lakewood Sewage Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5921	CLOSE	9/1/23 12:00 AM	11/1/23 09:06 AM	11/1/23 09:06 AM	
3546894			5921, Lakewood Sewage Pump Station	PM	Compliance	2	YEARS	FEP Site Contingency Plan Review St. Clair Beach (2y) - 5921	CLOSE	9/1/23 12:00 AM	11/14/23 10:46 AM	11/14/23 10:46 AM	Verify Contingency Plans in FEP are up tp date -
3547057	0000150406	PUMP SUBMERSIBLE 01 SYLVESTER PS 5696-SPSY	5696, Sylvestre Pumping Station	PM	Refurbish/ Replace/Repair	1	YEARS	Pump Cent #1 Sylvester Pump Station Insp/Service (1y) - 5696	COMP	9/1/23 12:00 AM	12/13/23 08:19 AM	12/13/23 08:19 AM	
3547070	0000150674	UPS BATTERY BACK-UP 5696-WCSH	5696, Shawnee Meter Station	PM	Inspection	1	YEARS	UPS Sandwich South Meter Station Insp/Service (1y) - 5696	CLOSE	9/1/23 12:00 AM	9/7/23 09:02 AM	9/7/23 09:02 AM	- ups in service
3547081	0000134132	RECORDER CHART WW LEVEL 5870-SPGA	5870, Gauthier Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Recorder Chart Level Tecumseh PS Insp/Service (1y) - 5870	CLOSE	9/1/23 12:00 AM	9/19/23 03:03 PM	9/19/23 03:03 PM	- calibrations completed by indus controls. refer to work order 3526959
3550791			5870, Cedarwood WWC	PM	Compliance	6	MONTHS	Town of Tecumseh FEP Contact List Updates (6m)	CLOSE	9/1/23 12:00 AM	10/6/23 12:52 PM	10/6/23 12:52 PM	no changes needed -
3575115	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	9/26/23 12:00 AM	11/1/23 09:45 AM	11/1/23 09:45 AM	
3589947			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	10/1/23 12:00 AM	11/3/23 12:41 PM	11/3/23 12:41 PM	
3590061	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	10/1/23 12:00 AM	11/1/23 09:27 AM	11/1/23 09:27 AM	
3590065	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	10/1/23 12:00 AM	11/1/23 09:28 AM	11/1/23 09:28 AM	
3590096	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	10/1/23 12:00 AM	11/1/23 09:38 AM	11/1/23 09:38 AM	
3590115	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	10/1/23 12:00 AM	11/1/23 09:38 AM	11/1/23 09:38 AM	
3590234			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	10/1/23 12:00 AM	11/1/23 09:47 AM	11/1/23 09:47 AM	
3590238			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	10/1/23 12:00 AM	11/1/23 09:39 AM	11/1/23 09:39 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3590256			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	10/1/23 12:00 AM	11/1/23 09:40 AM	11/1/23 09:40 AM	
3595718			5870, Gauthier Pump Station	PM	Health and Safety	1	YEARS	Fire Extinguisher Cedarwood WWC Inspection/Service (1y) - 5870	APPR	10/1/23 12:00 AM			
3595727			5921, Lakewood Sewage Pump Station	PM	Health and Safety	1	YEARS	Fire Extinguisher St. Clair Beech WWC Inspection/Service (1y) - 5921	APPR	10/1/23 12:00 AM			
3596147	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Engine Diesel Genset Lakewood PS Insp/Service (1y) - 5921	CLOSE	10/1/23 12:00 AM	10/19/23 11:42 AM	10/19/23 11:42 AM	
3621322			5870, Gauthier Pump Station	CORR	Refurbish/ Replace/Repair	0		meet with powerserve for inspection with esa	CLOSE		10/6/23 03:13 PM	10/6/23 03:13 PM	- in service
3623885			5696, St Alphonse Pumping Station	PM	Predictive Maintenance	0		PLC BACKUP	CLOSE		10/20/23 12:45 PM	10/20/23 12:45 PM	- Met contractor to back-up PLC at these 4 sites ST alphonse Gauthier Lakewood 8th Concession
3624534	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	10/26/23 12:00 AM	12/1/23 10:07 AM	12/1/23 10:07 AM	
3624935			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		inspect lakewood panel and pump 2 fault	CLOSE		10/30/23 08:39 AM	10/30/23 08:39 AM	- in service
3637429			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	BUSCOMP	11/1/23 12:00 AM	11/16/23 09:44 AM	11/16/23 09:44 AM	
3637573	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	11/1/23 12:00 AM	12/1/23 10:02 AM	12/1/23 10:02 AM	
3637577	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	11/1/23 12:00 AM	12/1/23 10:03 AM	12/1/23 10:03 AM	
3637617	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	11/1/23 12:00 AM	12/1/23 10:04 AM	12/1/23 10:04 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3637636	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	11/1/23 12:00 AM	12/1/23 10:04 AM	12/1/23 10:04 AM	
3637842			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	11/1/23 12:00 AM	12/1/23 09:55 AM	12/1/23 09:55 AM	
3637846			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	11/1/23 12:00 AM	12/1/23 09:56 AM	12/1/23 09:56 AM	
3637868			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	11/1/23 12:00 AM	12/1/23 09:57 AM	12/1/23 09:57 AM	
3642485	0000281505	METER FLOW SEWAGE LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Meter Flow Sewage Lakewood PS Insp/Service (1y) - 5921	CLOSE	11/1/23 12:00 AM	11/10/23 08:24 AM	11/10/23 08:24 AM	- in service
3646456			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	11/1/23 12:00 AM	11/20/23 09:22 AM	11/20/23 09:22 AM	2023 Q3 overflow-bypass reporting to regulator - no events to repoprt
3661593			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		st alphonse pump 2 jammed. needs to be pulled	CLOSE		11/6/23 09:03 AM	11/6/23 09:03 AM	- pump in service
3664079			5870, Gauthier Pump Station	OPER	Refurbish/ Replace/Repair	0		Power outage squirrel knocked out 2 phases	CLOSE		12/1/23 09:51 AM	12/1/23 09:51 AM	
3666015	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	COMP	11/26/23 12:00 AM	1/3/24 09:38 AM	1/3/24 09:38 AM	
3679069			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	COMP	12/1/23 12:00 AM	12/12/23 08:14 AM	12/12/23 08:14 AM	
3679183	0000150409	PANEL ALARM/ DIALER SYLVESTER PUMP STATION	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	COMP	12/1/23 12:00 AM	1/3/24 09:54 AM	1/3/24 09:54 AM	
3679187	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	COMP	12/1/23 12:00 AM	1/3/24 09:36 AM	1/3/24 09:36 AM	
3679214	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	COMP	12/1/23 12:00 AM	1/3/24 09:50 AM	1/3/24 09:50 AM	
3679233	0000281504	PANEL ALARM/ DIALER LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	COMP	12/1/23 12:00 AM	1/3/24 09:40 AM	1/3/24 09:40 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2023 12:00 AM

Report End Date: Dec 31, 2023 11:59 PM

Location: 5870*,5696*,5921*

Work Order Type: All Workorder Type

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3679352			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	COMP	12/1/23 12:00 AM	1/3/24 09:54 AM	1/3/24 09:54 AM	
3679356			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	COMP	12/1/23 12:00 AM	1/3/24 09:37 AM	1/3/24 09:37 AM	
3679374			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	COMP	12/1/23 12:00 AM	1/3/24 09:47 AM	1/3/24 09:47 AM	
3706926	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	COMP	12/26/23 12:00 AM	2/1/24 10:19 AM	2/1/24 10:19 AM	



April 19, 2024

To: Director, Part. II.1, Environmental Protection Act
The Ontario Ministry of Environment, Conservation, and Parks (MECP)

From: The Corporation of the Town of Tecumseh
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Re: **Town of Tecumseh Stormwater Management System (#040-S701)**
Annual Performance Report for 2023

The enclosed Annual Performance Report for Town of Tecumseh Stormwater Management System (#040-S701, Issue 1) has been prepared by the Operating Authority, the Corporation of The Town of Tecumseh, for the operating year of 2023.

This report is submitted to the District Manager in accordance with Schedule E, Section 5.2 of Environmental Compliance Approval ECA #040-S701.

The report enclosed is to be made available, on request and without charge, to members of the public who are served by the Authorized system; and made available, by June 1st, 2024 to members of the public without charge by publishing the report on the Town of Tecumseh website.

If you have any questions, please feel free to contact the undersigned.

Respectfully,

Joseph Lappalainen, E.I.T.
Project Technician
The Corporation of the Town of Tecumseh

cc: Phil Bartnik, P.Eng. - Director of Public Works & Engineering Services, Town of Tecumseh
John Henderson, P.Eng. - Manager Engineering Services, Town of Tecumseh
Kirby McArdle, P.Eng. - Manager Public Works & Transportation, Town of Tecumseh

Annual Performance Report

For

Town of Tecumseh Stormwater Management
System (#040-S701)

for the Year 2023

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Introduction

The Town of Tecumseh's Stormwater Management System is owned and operated by the Town of Tecumseh. The stormwater management system serving the Town of Tecumseh's drainage area consists of storm sewers, culverts, roadside ditches, municipal drains, wet ponds, stormwater pump stations, stormwater management facilities, and gravity outlets.

This annual performance report of the 2023 operation of the Town of Tecumseh's Municipal Stormwater Management System is completed in accordance with the Environmental Compliance Approval (ECA) #040-S701 (issued number 1 on April 28th, 2023), Schedule E, Section 5.2. As this is the first report, it covers the period of July 1st, 2023 to December 31st, 2023, as per Schedule E, Section 5.2.1(a).

Schedule E, Section 5.2 of ECA #040-S701 requires annual performance reports to contain the following subsections:

- a) A Summary of All Monitoring Data Along with An Interpretation of the Data and An Overview of The Condition and Operational Performance of The Authorized System and Any Adverse Effects on the Natural Environment;
- b) A Summary and Interpretation of Environmental Trends Based on All Monitoring Information and Data for The Previous Five (5) Years;
- c) A Summary of Any Operating Problems Encountered and Corrective Actions Taken;
- d) A Summary of All Inspections, Maintenance, And Repairs Carried Out on Any Major Structure, Equipment, Apparatus, Mechanism, Or Thing Forming Part of The Authorized System;
- e) A Summary of The Calibration and Maintenance Carried Out on All Monitoring Equipment;
- f) A Summary of Any Complaints Related to The Sewage Works Received During the Reporting Period and Any Steps Taken to Address the Complaints;
- g) A Summary of All Alterations to The Authorized System Within the Reporting Period That Are Authorized By This Approval Including A List Of Alterations That Pose A Significant Drinking Water Threat;
- h) A Summary of All Spills or Abnormal Discharge Events;
- i) A Summary of Actions Taken, Including Timelines, To Improve or Correct Performance of Any Aspect Of The Authorized System; And
- j) A Summary of The Status of Actions for The Previous Reporting Year

The above-mentioned sections are enclosed in the following document, followed by an overall summary of the system performance and an appendix containing referenced documents.

5.2 (a) A Summary of All Monitoring Data Along with An Interpretation of the Data and An Overview of The Condition and Operational Performance of The Authorized System and Any Adverse Effects on the Natural Environment;

Monitoring data for the Town's pumping stations is limited to equipment (pump) run time operation measured in hours. Two of eight storm pumping stations utilize Supervisory Control and Data Acquisition (SCADA) to track daily pump run times. There are instances where the Town's SCADA is down due to technical complications and run times are not able to be generated for the stations that are equipped with this equipment. Nonetheless, run times are recorded manually each time a pump station is visited for inspection by the Town operator.

A summary of monthly pump run times from each station are shown below.

Table 1: Approximate Pump Run Times (Hours) from Each Station for 2023 Reporting Period

Month	July	August	September	October	November	December	Yearly Total
Pumping Station							
Brighton	139.8	108.9	33.2	63.8	55.2	47.4	448.3
*East St. Louis	30.7	33.0	6.2	5.9	7.0	7.7	90.5
*Lesperance	61.2	76.0	20.3	22.6	11.7	20.6	212.4
Manning	133.6	283.8	78.5	170.2	128.5	193.2	987.9
*PJ Cecile Kensington	19.2	31.7	3.3	1.8	2.9	3.3	62.2
*Scully Edgewater	25.9	28.9	5.9	4.3	1.3	6.3	72.6
*St. Mark's	9.8	15.0	1.2	1.8	0.4	1.7	30.0
*West St. Louis	29.9	39.7	8.6	4.9	7.4	7.7	98.2
Monthly Totals	450.1	617.0	157.2	275.3	214.4	287.9	2002.1

**Please note that run times for these stations are approximate and time periods vary from 4 to 5-week periods as they reflect the time at which the Town storm operator attends the pump station for inspection, which for this report was not consistently at the start/end of each month.*

Interpretations of the data and an overview of the conditional and operational performance of the Town's pumping stations is not achievable.

5.2 (b) A Summary and Interpretation of Environmental Trends Based on All Monitoring Information and Data for The Previous Five (5) Years;

A summary and interpretation of environmental trends based on equipment runtimes is not achievable.

5.2 (c) A Summary of Any Operating Problems Encountered and Corrective Actions Taken;

Operating problems of the Town's storm pumping stations are identified through monthly (minimum) inspections conducted by the Town's stormwater operator to review of pump station operation, annual load testing and bi-annual inspection completed by third-party (CF Industrial), and service callouts responded to by the Town's stormwater operator. Corrective actions taken varies depending on the scope of the operating problem encountered, including maintenance (preventative or corrective), renewal/rehabilitation, or replacement if component is in a state of disrepair. Other operating problems related to the storm sewer system are identified through responses to service request calls from the general public.

Appendix I contains a summary of all operating issues encountered and subsequent corrective actions taken to maintain performance of the stormwater management system, including the storm sewer system and pumping stations.

5.2 (d) A Summary of All Inspections, Maintenance, And Repairs Carried Out on Any Major Structure, Equipment, Apparatus, Mechanism, Or Thing Forming Part of The Authorized System;

Inspections of the Town's storm pumping stations are conducted on a monthly basis and during and/or after storm events by the Town's stormwater operator to confirm operation of pump station. Information recorded at each inspection includes outdoor conditions, valve (siphon and/or fish sanctuary) checks, building temperature, generator status, bar screen(s) operation, wet well levels, PLC checks, and other general remarks as needed. Information specific to the pumps is also recorded including cumulative run times in hours, pumps in auto checks, and grease and oil levels. When necessary, preventative maintenance and/or repairs is administered and recorded on the following inspection log(s). Generators for each pumping station undergo annual load testing and bi-annual inspection, each conducted by third party (CF Industrial). Inspections and maintenance carried out on the storm system are conducted through work orders when responding to service request calls from the general public.

A summary of inspections, maintenance and repairs undertaken on the Town's stormwater management system as denoted under Schedule B, Section 1.4 in the 2023 reporting period is shown in the following table.

Table 2: Summary of Inspections Carried Out on System in 2023

Component	# of Inspections	Comments
Stormwater Pumping Stations		
SPS01 – Lesperance Road Pump Station	20	-Pump #3 lower bearing greased -High wet well levels recorded twice due to August 2024 rain event

SPS02 – West St. Louis Pump Station	25	-Switched lead pump to pump #2 -High wet well levels recorded once due to August 2024 rain event -Generator failure (temperature low)
SPS03 – East St. Louis Pump Station	19	-Pumps #1 and #3 faults and resets OK -Normal wet well levels
SPS04 – Manning Road Pump Station	33	-Pump #1 fault and reset OK -Pump #2 vibration alarm suspected due to debris reset OK -Bar screen #2 shock absorber replaced -Bar screen #1 shock absorber replaced -Normal wet well levels
SPS05 – Scully Edgewater Pump Station	22	-Normal wet well levels
SPS06 – St. Mark's Pump Station	24	-Pumps #1 and #2 reset and switched to pump #2 OK -High wet well levels recorded once due to August 2024 rain event -Generator transfer switch control board burnout
SPS07 – PJ Cecile Kensington Pump Station	24	-Pumps #1 and #2 greased -Switched lead pump to pump #1 -Normal wet well levels
SPS08 – Brighton Pump Station	35	-Pumps #2 and #5 out of service and replaced -Pumps #1 and #4 faults and resets -Normal wet well levels

Appendix II depicts a summary of maintenance and repair activities undertaken through inspections to maintain performance of the stormwater management system.

5.2 (e) A Summary of The Calibration and Maintenance Carried Out on All Monitoring Equipment;

Calibration and maintenance of monitoring equipment used in two of the Town's pumping stations is conducted through the following;

- as identified through weekly inspections by Town stormwater operator
- annually by Service Provider (Onyx Engineering)

The following tables contains a summary of all calibration and maintenance carried out to maintain performance of the Town's monitoring equipment.

Table 3: SPS04 – Manning Road Pumping Station Calibration and Maintenance

Date	Calibration and/or Maintenance Activity
September 13, 2023	HMI fault calibrated by Onyx Engineering

October 18, 2023	Annual PLC back-up by Onyx Engineering
------------------	--

Table 4: SPS08 – Brighton Road Pumping Station Calibration and Maintenance

Date	Calibration and Maintenance Activity
September 13, 2023	Human-machine interface (HMI) calibrated by Onyx Engineering
October 18, 2023	Annual PLC back-up by Onyx Engineering

5.2 (f) A Summary of Any Complaints Related to The Sewage Works Received During the Reporting Period and Any Steps Taken to Address the Complaints;

The Town receives all complaints or concerns related to sewage works within the stormwater management system including service connections (lateral), mainline sewers, catch basins, maintenance holes, general drainage, restoration, and other (miscellaneous). The Town addressed complaints through direct contact with residents and site visitations as deemed necessary by Public Works staff.

The Town received 1 call related to storm pumping stations, specifically regarding the noise generation on site for a period of roughly two days. The Town received a total of 32 calls as complaints related to linear infrastructure including storm sewer mainlines, culverts, catch basins and drainage. A summary of complaints received through the Town's CityWorks Work Management System is provided in the following table:

Table 5: CityWorks Service Request Summary for Stormwater Management System

Service Request Type	# of Service Requests
Sewer – General drainage	11
Completed	8
In progress	3
Sewer – General catch basin issue	13
Completed	12
In progress	1
Sewer – Plugged catch basin	2
Completed	2
In progress	0
Sewer – Storm sewer obstruction	5
Completed	5
In progress	0
Sewer – Complaints related to storm sewer backup	2
Completed	2
In progress	0
TOTAL	33
Completed	33
In progress	0

A map of all service request locations for the Tecumseh Stormwater Management Facility is provided in Appendix III.

5.2 (g) A Summary of All Alterations to The Authorized System Within the Reporting Period That Are Authorized By This Approval Including A List Of Alterations That Pose A Significant Drinking Water Threat;

No Alterations to the stormwater management system were completed during this reporting period.

5.2 (h) A Summary of All Spills or Abnormal Discharge Events;

None to report in 2023.

5.2 (i) A Summary of Actions Taken, Including Timelines, To Improve or Correct Performance of Any Aspect Of The Authorized System; And

None to report in 2023.

5.2 (j) A Summary of The Status of Actions for The Previous Reporting Year

There is no previous reporting year as this is the first annual performance report for the Tecumseh Stormwater Management System.

APPENDICES

Appendix I: Summary of Operating Problems Encountered and Corrective Actions Taken

Storm Sewer System

Operating Problem	Corrective Action	# of Instances
Sewer mainline backup - surface flooding	CCTV inspection	2
	Flushing (CCTV)	0
	Sewer spot repair (open cut)	0
	Other - through development or construction	2
Maintenance hole backup	MH cleaning/flushing	0
	MH repair	1
	Inspection (CCTV or visual)	1
Service connection backup	CCTV inspection	2
	PDC spot repair or replacement (open cut)	2
Catch basin backup	CB cleaning/flushing	5
	CB repair	2
	Inspection (CCTV or visual)	11
General drainage	Bank repairs	1
	Culvert repair or replacement	0
	Culvert flushing	0
	Ditching	0

SPS01 – Lesperance Road Pumping Station

None to report in 2023 reporting period.

SPS02 – West St. Louis Pumping Station

Date	Operating Problem Encountered	Corrective Action
September 22, 2023	Generator transfer switch controller burnt out	CF Industrial to install new transfer switch controller; completed October 25, 2023
October 3, 2023	Fuse 'B' of generator control power supply blown	Replace fuse and monitor
November 5, 2023	Fuses 'A' and 'B' of generator control power supply blown	Replace fuse and monitor

SPS03 – East St. Louis Pumping Station

Date	Operating Problem Encountered	Corrective Action
August 10, 2023	Pump #3 fault	Reset pump and monitor
August 28, 2023	Pumps #1 and #3 fault	Reset pump and monitor

SPS04 – Manning Road Pumping Station

Date	Operating Problem Encountered	Corrective Action
July 2, 2023	Pump #1 fault	Reset pump and monitor
July 25, 2023	Bar screen #2 jammed at bottom due to shock break	Greased and new shock absorber installed on August 3, 2023
August 25, 2023	Pump #2 vibration alarm due to suspected debris caught in pump well	Reset pump and monitor
September 8, 2023	HMI error	Onyx Engineering contacted to troubleshoot
September 12, 2023	HMI error	Onyx Engineering contacted to troubleshoot
September 13, 2023	HMI error	Onyx Engineering contacted to troubleshoot; completed
October 4, 2023	Bar screen #1 rake fault	New shock absorber and greased on October 4, 2023

SPS05 – Scully Pumping Station

None to report in 2023 reporting period.

SPS06 – St. Mark's Pumping Station

Date	Operating Problem Encountered	Corrective Action
July 2, 2023	Pump #2 fault	Reset pump and monitor
August 25, 2023	Pumps #1 and #2 faults	Reset pump and monitor
October 23, 2023	Fuse 'C' of generator control power supply blown	Replace fuse and monitor
November 1, 2023	Generator running due to transfer switch control board burnt out	CF Industrial to install new transfer switch controller; completed on November 15, 2023 (Morning)
November 15, 2023 (Evening)	Generator transfer switch panel failure; new transfer switch burnt out (callout from Security One)	CF Industrial to repair or find solution

SPS07 – PJ Cecile Kensington Pumping Station

None to report in 2023 reporting period.

SPS08 – Brighton Pumping Station

Date	Operating Problem Encountered	Corrective Action
July 1, 2023	Motor starter failure on pumps #2 and #5	Ordered new motor starter for pumps; installed and running on December 7, 2023
July 2, 2023	Pumps #1 and #4 fault	Reset pump and monitor

July 3, 2023	Pumps #1 and #4 fault and general alarm	Reset pump and alarm and monitor
August 25, 2023	Pumps #1 and #4 fault	Reset pump and monitor
September 8, 2023	HMI error	Onyx Engineering contacted to troubleshoot; completed on September 13 th

Appendix II: Summary of Maintenance and/Repair Activities Carried Out

Storm Sewer System

Date	Maintenance and/or Repair Activity
July 13, 2023	Flushed catch basin inlet piping at 335 Fairway Crescent
July 13, 2023	Visually inspected of catch basin and outlet pipe at 1675 Chornoby
July 21, 2023	Camera inspected storm sewer at 12145 Gouin Street
July 26, 2023	Cleared mud from filter cloth of catch basin at 12459 Riverside Drive
July 28, 2023	Cleaned off catch basin frame grate and placed stone at 12734 Riverside Drive East
August 3, 2023	Visually inspected catch basin risers and boxout at 2965 Strawberry
August 9, 2023	Raised maintenance hole 23A/1777 (on Lacasse Boulevard) to existing grade
August 9, 2023	Camera inspected storm sewer and maintenance holes on east side of Lacasse Boulevard
August 23, 2023	Visually inspected catch basin sump at 124 Kenny Court
August 23, 2023	Visually inspected catch basin sump at 11892 Brouillette Court
August 23, 2023	Visually inspected catch basin across from 12446 Renaud Street
August 23, 2023	Visually inspected catch basin at 335 Fairway Crescent
August 26, 2023	Cleaned mulch and debris from catch basin at southwest corner of 161 Edgewater
August 28, 2023	Camera inspected catch basin leads at 1840 Blackacre Drive
September 2, 2023	Repair and replaced 6" PDC from storm sewer mainline to existing drainage pipe on private property at 12490 Dillon Drive
September 13, 2023	Related to development (Brouillette Manor Ltd.) stormwater management works
September 14, 2023	Camera inspected catch basin lead at 1611 Manning Road
September 15, 2023	Camera inspected catch basin leads at 12127 Tecumseh Road East
September 15, 2023	Camera inspected PDC at 11892 Brouillette Court
October 16, 2023	Moved rip-rap stone along eroding drain bank at 7386 11 th Concession Road
October 16, 2023	Camera inspected PDC at 115 David Crescent
October 24, 2023	Camera inspected catch basin outlet pipes at 424 Green Valley Drive
November 13, 2023	Installed risers to bring catch basin to correct grade at 335 Fairway Crescent

November 22, 2023	Visually inspected catch basin sump and leads at 157 Kensington Boulevard
November 24, 2023	Private curb reinstatement by Contractor to improve surface drainage at 4971 Walker Road related to Capital project deficiency
December 22, 2023	Replaced PDC at 115 David Crescent
December 22, 2023	Cleaned debris out of catch basin and installed catch basin risers to at 13158 Riverside Drive East

SWM001 – Grassed Swale and French Drains Dimu Subdivision

None to report in 2023.

SWM002 – SWM Wet Pond Lakewood Subdivision

Date	Maintenance and/or Repair Activity
Month of July	-Grass cutting maintenance once a week
Month of August	-Grass cutting maintenance once a week
Month of September	-Grass cutting maintenance once a week
Month of October	-Grass cutting maintenance twice a week
Month of November	-Grass cutting maintenance once a week

SWM003 – Infiltration Pipe Greenhills Subdivision

None to report in 2023 reporting period.

SWM004 – SWM Dry Pond Roscon Industrial

None to report in 2023 reporting period.

SWM005 – SWM Dry Pond Strawberry Ridge Phase 4

Date	Maintenance and/or Repair Activity
Month of July	-Grass cutting maintenance once a week
Month of August	-Grass cutting maintenance once a week
Month of September	-Grass cutting maintenance once a week
Month of October	-Grass cutting maintenance twice a week
Month of November	-Grass cutting maintenance once a week

SWM006 – OGS Unit Arbour Grove

None to report in 2023 reporting period.

SWM007 – OGS Unit Silverman Subdivision

None to report in 2023 reporting period.

SWM008 – OGS Unit Elderberry

None to report in 2023 reporting period.

SWM009 – OGS Unit Westlake

None to report in 2023 reporting period.

SWM011 – Lot Level Controls to SWM Wet Pond Forebay Lakewood Subdivision

None to report in 2023 reporting period.

SPS01 – Lesperance Road Pumping Station

Date	Maintenance and/or Repair Activity
August 10, 2023	Generator testing
September 28, 2023	Bi-annual generator service load bank testing CF Industrial
October 27, 2023	Generator testing
November 27, 2023	Generator testing Pump #3 lower bearing greased

SPS02 – West St. Louis Pumping Station

Date	Maintenance and/or Repair Activity
August 10, 2023	Generator testing
September 28, 2023	Bi-annual generator service load bank testing CF Industrial
October 3, 2023	Fuse 'B' for transformer switch panel and controller replacement
October 25, 2023	New transformer switch panel and controller installed
October 27, 2023	Generator testing
November 5, 2023	Generator testing
November 5, 2023	Fuses 'A' and 'B' for transformer switch panel and controller replacement
November 16, 2023	Transformer switch panel and controller testing
November 27, 2023	Generator testing
December 12, 2023	Generator heater replacement

SPS03 – East St. Louis Pumping Station

Date	Maintenance and/or Repair Activity
August 28, 2023	Pump #3 lower bearing grease filled
September 28, 2023	Bi-annual generator service load bank testing by CF Industrial
October 27, 2023	Generator testing
November 27, 2023	Generator testing

SPS04 – Manning Road Pumping Station

Date	Maintenance and/or Repair Activity
July 11, 2023	Generator testing
July 27, 2023	Bar screen #2 maintenance
August 3, 2023	Bar screen #2 new shock absorbers installed and greased
August 10, 2023	Generator testing
September 28, 2023	Bi-annual generator service load bank testing CF Industrial
October 4, 2023	Bar screen #1 new shock absorbers installed and greased
October 25, 2023	Generator testing

SPS05 – Scully Pumping Station

Date	Maintenance and/or Repair Activity
August 2, 2023	Generator testing
September 28, 2023	Bi-annual generator service load bank testing CF Industrial
October 25, 2023	Generator testing

SPS06 – St. Mark's Pumping Station

Date	Maintenance and/or Repair Activity
August 2, 2023	Generator testing
September 28, 2023	Bi-annual generator service load bank testing CF Industrial
October 23, 2023	Generator testing
October 23, 2023	Fuse for transfer switch panel and controller replacement
October 25, 2023	Generator testing (following fuse replacement)
November 15, 2023	New transfer switch controller installed and tested by CF Industrial
November 15, 2023	Generator testing

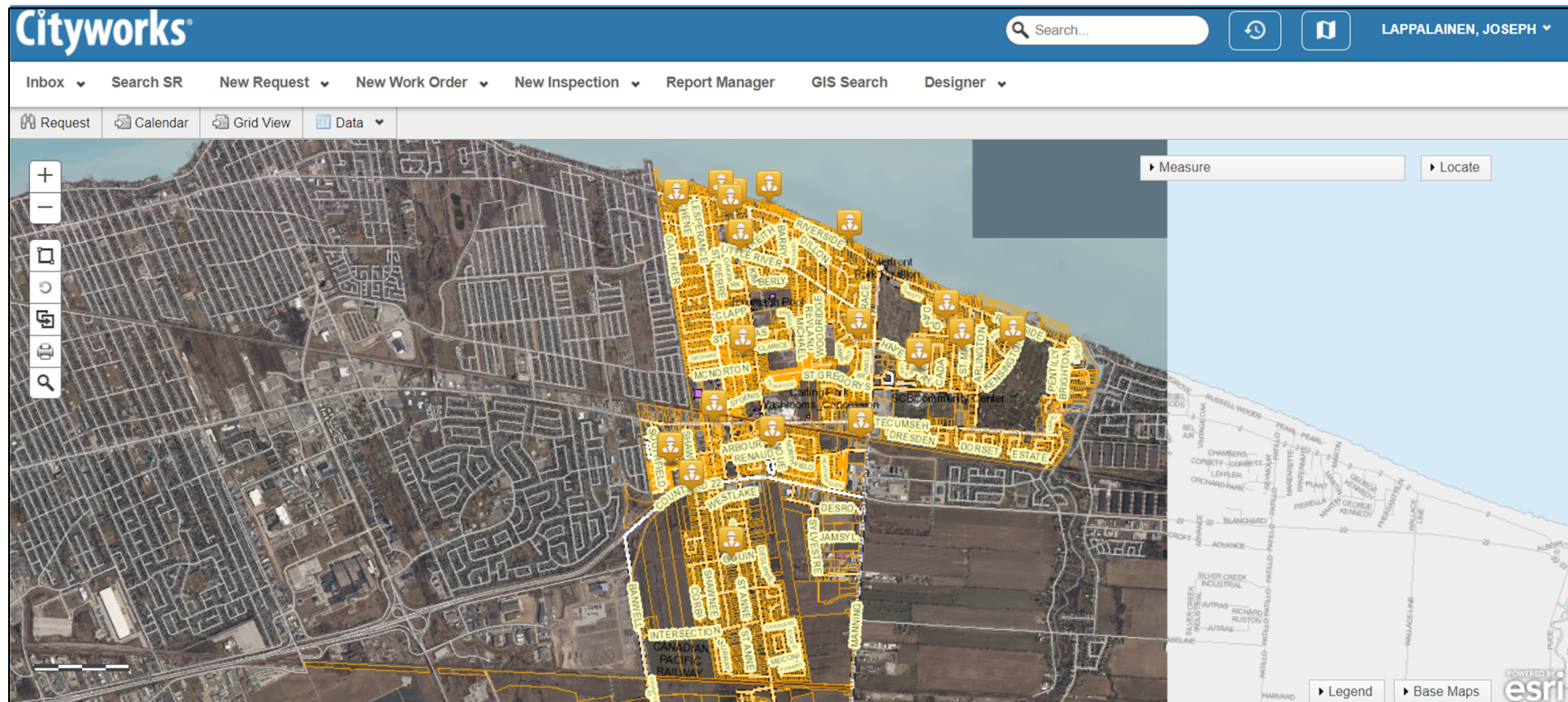
SPS07 – PJ Cecile Pumping Station

Date	Maintenance and/or Repair Activity
August 2, 2023	Generator testing
August 28, 2023	Pumps #1 and #2 greased
September 28, 2023	Bi-annual generator service load bank testing CF Industrial
October 23, 2023	Generator testing

SPS08 – Brighton Pumping Station

Date	Maintenance and/or Repair Activity
July 10, 2023	Generator testing
August 2, 2023	Generator testing
August 28, 2023	Pump #6 greased
September 26, 2023	Bi-annual generator service load bank testing CF Industrial
October 20, 2023	Installing motor starters for pumps #2 and #5
October 23, 2023	Generator testing
November 27, 2023	Generator testing
December 7, 2023	New motor starters installed for pumps #2 and #5 Pumps #2, #5, and #6 greased

Appendix III: Service Request Map View for Town of Tecumseh Stormwater Management System





County of Essex Transportation Master Plan Notice of Study Commencement

The Study: The County of Essex has initiated a Transportation Master Plan (TMP) study to identify a long-term transportation vision and strategy to achieve the County's objectives for the safe and efficient movement of people and goods, and to address current needs and anticipated growth to 2053.

The Process: The Transportation Master Plan will be carried out in accordance with Phases 1 and 2 of the Municipal Class Environmental Assessment (MCEA) process (Municipal Engineers Association, March 2023), which is an approved process under the *Ontario Environmental Assessment Act*.

The study will evaluate and recommend solutions in consultation with the public, Indigenous communities, stakeholders, and agencies. At the conclusion of the Study, the process will be documented in a report prepared for public review.



Your Input is Important: The public is invited to provide comments to help identify transportation related opportunities, issues and improvements. Public Information Centres are planned for future stages of the study to inform the public about the steps involved in the work and to gather feedback on the alternative solutions being considered.

Information about future Public Information Centres will be published in local newspapers and posted on the County's social media channels:

facebook.com/EssexCountyOntario and **twitter.com/EssexCountyON**.

Information and updates about the project can be found at **countyofessex.ca/TransportationMasterPlan** or by scanning the QR Code.

To submit a comment or question, or if you would like to be added to the Project Contact List to receive future project notices, please contact:

Jerry Behl, P.Eng., PMP, PTOE, RSP1
Manager, Transportation Planning & Development
County of Essex
360 Fairview Avenue West
Essex, ON N8M 1Y6
Tel: 519-776-6441 ext. 1316
E-mail: jbeh1@countyofessex.ca
This notice is first issued April 17, 2024

Alvaro L. Almuina, P.Eng. M.Eng. PMP, DCE
Consultant Project Manager
R.J. Burnside & Associates Limited
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Barrie, ON L4N 8J6
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E-mail: alvaro.almuina@rjburnside.com



Thursday, April 4, 2024

Sent via email to: premier@ontario.ca; MinisterEnergy@ontario.ca;

The Honourable Doug Ford

Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

The Honourable Todd Smith

Minister of Energy
10th Floor, 77 Grenville Street
Toronto, ON M7A 2C1

RE: Guelph City Council Resolution to Support the Decision of the Ontario Energy Board (OEB) to End the Subsidization of Fossil Gas

Dear Premier Ford and Minister Smith,

Guelph City Council at its meeting held on March 26, 2024 passed the following resolution in support of the Ontario Energy Board (OEB) decision to revise the revenue horizon for calculating the upfront cost for new natural gas connections, and to end the Gas Pipeline Subsidy:

WHEREAS, residents are struggling with energy bill increases and need relief;

WHEREAS, natural gas is no longer the cheapest way to heat homes because electric heat pumps are now much more efficient, can provide all heating needs even in the cold climates, and result in far lower energy bills over the long term compared to gas heating;

WHEREAS, natural gas is methane gas, which is a fossil fuel that causes approximately one-third of Ontario's GHG emissions, and must be phased out because it is inconsistent with all climate targets, while heat pumps result in the lowest GHG emissions and are consistent with a zero-carbon future;

WHEREAS, the Ontario Energy Board ("OEB") decided to end a subsidy for methane gas pipelines to be built in new construction developments, effective 2025, finding that this would lower energy bills for existing gas customers and improve affordability for new homebuyers, but this decision is at risk of being overturned by the provincial government;

WHEREAS, the OEB decision will help lower energy bills and encourage heating systems that are consistent with climate targets and plans;

City Hall
1 Carden St
Guelph, ON
Canada
N1H 3A1

T 519-822-1260
TTY 519-826-9771

guelph.ca

WHEREAS, the construction of new methane gas pipelines, which have 60-year lifetimes, should not be subsidized because they are inconsistent with the City's climate targets and will result in higher carbon emissions, higher energy bills, higher future decarbonization retrofit costs to get off fossil fuel heating, and a continued financial drain as dollars leave the province to pay for fossil fuels extracted in other jurisdictions;

WHEREAS, Guelph City Council acknowledged the climate crisis (May 2019), passed a resolution to support the phase-out of gas-fired energy plants by 2030 (December 2020); and passed a resolution of support to the United Nations Race to Zero commitment (December 2021);

WHEREAS, transforming our existing and new buildings by supporting actions that improve the energy efficiency and GHG profile within the City is a stated goal of our Community Energy Initiative (CEI), our Official Plan and our Strategic Plan;

WHEREAS, the City of Guelph is actively working to support the decarbonization of heating and cooling systems in existing and future building stock within the community, as demonstrated by the Guelph Green Homes Energy Retrofit Program, which will provide 0% interest loans to Guelph homeowners to enable them to transition away from fossil-fuel powered heating and cooling equipment to low carbon air or ground source heat pump systems.

THEREFORE, BE IT RESOLVED:

(a) That the City of Guelph expresses its support for the decision of the Ontario Energy Board to end the fossil gas infrastructure subsidy and requests that the Ontario Government withdraw Bill 165 and allow the OEB decision to stand; and

(b) That this resolution be circulated to the President of Association of Municipalities of Ontario, Colin Best; Premier of Ontario, Doug Ford; Minister of Energy, Todd Smith; Minister of Finance, Peter Bethlenfalvy, MPP Mike Schreiner, and all Ontario Municipalities requesting support for the proposed changes.

Sincerely,

Intergovernmental Services on behalf of Guelph City Council

Chief Administrative Office

Intergovernmental.relations@guelph.ca

City Hall, 1 Carden Street, Guelph ON N1H 3A1

519-822-1260 x5602

TTY: 519-826-9771

CC: The Honourable Peter Bethlenfalvy, Minister of Finance;
Mike Schreiner, MPP;
Colin Best, President of the Association of Municipalities of Ontario;
All Ontario Municipalities



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 23, 2024

Report Number: CRS-2024-12

Subject: Operating and Facility Use Agreements for Bert Lacasse
Baseball Stadium

Recommendations

It is recommended:

That Report CRS-2024-12 entitled “Operating and User Agreements for Bert Lacasse Baseball Stadium” **be received**;

And that By-Law 2024-040 and By-Law 2024-041 **be considered** for the first, second, third and final reading to authorize the Mayor and Clerk to execute Facility Use Agreements for Bert Lacasse Baseball Stadium with Tecumseh Baseball and St. Clair College.

Background

The Tecumseh Baseball Club (Club) has operated the Bert Lacasse Baseball Stadium (Facility) since approximately 1947. Its members and volunteers have provided meticulous attention to day-to-day operations and maintenance while also ensuring that the baseball experience is at the highest standard.

For many years, and formally since 2005, the Town and Club have entered into long-term lease agreements for the use of the Facility. The Club has also been directly responsible for leasing the Facility to other user groups, such as St. Clair College, on behalf of the Town.

St. Clair College has used the Facility since 2013 in support of its collegiate program and is proud to declare these Facilities as the home of Saints Baseball.

References:

Parks and Recreation Department Report [No. 10/10](#) December 6, 2010 Tecumseh Baseball Club Lease Agreement Renewal Bert Lacasse Baseball Field Motion: RCM-368/10.

Parks and Recreation Department Report [No. 01/14](#) Tecumseh Baseball Club Lease Agreement Amendment Motion: RCM-16/14.

[CRS-2022-05](#) Amendment to the 2022 Parks Capital Work Plan to Add the Bert Lacasse Ball Diamond Upgrades April 7, 2022 Motion: RCM-111/22

[CRS-2022-17](#) 2022 Parks Five (5) Year Capital Works Plan December 13, 2022 Motion: RCM-335/22

[CRS-2023-19](#) Amendment to the 2023 Parks Capital Works Plan – Bert Lacasse Baseball Park Upgrades Motion: RCM-289/23

[CRS-2024-02](#) Community and Recreation Services 2024 One (1) Year Capital Works Plan Motion: RCM-09/24

Comments

Bert Lacasse Baseball Stadium Refurbishment Project

Since 2022, the Town has expended \$3,507,000 at Bert Lacasse Baseball Stadium for the renovation and restoration of the facility. The project included such items as: replacement of the grandstands, which also includes new locker rooms, training area and public washrooms; new backstop; renovation of the entry plaza; improvements to the maintenance garage; relocation of the batting cage; new concrete pads under 1st and 3rd base bleachers; in-ground dugouts; resurfacing of Gene's Cabin; resurfacing of the scoreboard; new fencing and new signage. An additional investment of \$1.2M was approved in 2024 to improve parking and landscaping within Lacasse Park to enhance the visitor experience.

In 2022, the Club received \$72,800 from the Ontario Trillium Foundation to renovate the existing locker room and in 2023, the Club received \$33,100 from the Ontario Trillium Foundation to renovate the Officials Locker Room Building to comply with new laws regarding the safety and security of Umpires/Officials in sport.

Furthermore, the Club has been remitting an annual amount of \$8,500 towards repayment of its \$85,000 share of lighting improvements and has made an additional \$100,000 funding commitment towards the new grandstands which will also be remitted

to the Town on an annual allocation of \$8,500 once the previous obligation has been completed.

It is important to acknowledge that the Club also provides maintenance support to the fields in amounts up to \$45,000 per year.

In 2023, St. Clair College contributed \$250,000 to support the new in-ground dugouts and the St. Clair College Alumni Association contributed \$50,000 to support the resurfacing of the scoreboard and the new entry plaza. Their philanthropic contributions have ensured that the original vision for the renovation project can be realized.

Together, these significant investments by the Town, St. Clair College, St. Clair College Alumni Association and Tecumseh Baseball have resulted in the provision of an outstanding baseball experience for both players, coaches and fans at Bert Lacasse Baseball Stadium and surrounding park.

Administration would like to acknowledge the significant commitment of time and knowledge provided by the Tecumseh Baseball Club towards the refurbishment project.

Tecumseh Baseball Club Operating Agreement

The Tecumseh Baseball Club has had numerous lease agreements with the Town, dating to 1972 when the Club was formed.

The most recent Lease Agreement expired in December 2020 with clauses stating that the current agreement would remain in place for two (2) further periods of ten (10) years on the same terms.

However, based on the significant changes to the facilities at Bert Lacasse Baseball Stadium, both Administration and the Club agreed that a new Agreement was required.

Subsequently, the proposed Operating Agreement outlines terms of the Agreement and roles and responsibilities for the operations and maintenance of the facilities between the Town and the Club.

Significant details are as follows:

1. The term of the Operating Agreement is for a ten (10) year period starting May 1, 2024 and ending on April 30, 2034 with the option to renew the Agreement two further times for a period of five (5) years each on the same terms and conditions.
2. The Club will remit an annual payment to the Town's Infrastructure Reserve of \$8,500 until its financial obligations to the previous lighting project and the new grandstands are completed.

3. On payment in full of the financial obligations, the sum of a \$1 annual license fee will be applicable for all remaining years of this Agreement.
4. The Club will be responsible for all maintenance such as:
 - a. Field lining and maintenance of lines
 - b. Providing qualified officials
 - c. Regular pick-up of trash after each event
 - d. Cleaning of washrooms, floors, walls, doors, stairways, grandstands and all furniture and interior areas such as the press box, locker rooms, training room and public washrooms
5. The Club will also make the Facility available for use by other leagues, clubs, community groups or associations/organizations during those times the Facility is not in use by the Club or St. Clair College.
6. The Club will be responsible for all scheduling associated with the Facility.

These are significant operational supports, and the Town appreciates the contribution of the Club towards the Facility and in support of baseball for the community.

The Town will provide support to the outfield turf, overall grounds and will provide a weekly clean of all areas in the facility to support the Club's own efforts.

St. Clair College Facility Use Agreement

Previously, St. Clair College contracted use of the Facility directly through the Club. However, in recognition of the \$250,000 capital contributions towards the Bert Lacasse Baseball Stadium refurbishment, it is recommended that Town will have a direct Facility Use Agreement with St. Clair College.

The term of the Agreement is for a period of ten (10) years commencing May 1, 2024, and ending on April 30, 2034 with an option to renew the Agreement for two further terms of five (5) years each on the same terms and conditions outlined in the Agreement.

St. Clair College also agrees to provide the Town with an annual operating amount of up to \$10,000 to support operations. The amount has been determined based on the historical average amount paid to the Club since 2013. The annual amount could vary based on use. For example, should Saints Baseball host any significant collegiate tournaments beyond regular season play, additional operating contributions would be made to off-set Town costs.

To ensure alignment of schedules at the Facility, St. Clair College further commits to providing its annual schedule of games, practices and/or tournaments to the Town by April 1 annually so that the Town can coordinate with Tecumseh Baseball Club use.

Consultations

Chief Administrative Officer
Legislative Services & Clerk
Financial Services
Tecumseh Baseball Club
St. Clair College
St. Clair College Alumni Association

Financial Implications

The Tecumseh Baseball Club has three remaining instalments of \$8,500 towards the Club's share of \$85,000 invested in previous Bert Lacasse Baseball Stadium improvements which was funded from the Town's Infrastructure Reserve. The Club currently owes the Town for the 2021 and 2022 instalments and the 2023 instalment was just recently billed by the Town.

The Club will provide an annual amount of \$8,500 to the Town towards its \$100,000 financial commitment in support of the new grandstands. This payment will commence in 2025, once the previous obligation has been completed, and run through to 2036.

The Club will also continue to apply for the Canada Summer Jobs program to hire 3-6 seasonal students in addition to direct payment of operational costs for scheduling all other user groups and infield maintenance in the range of up to \$50,000, depending on use.

St. Clair College will provide an annual operating amount of up to \$10,000 for the ten (10) year period of the User Agreement with provisions in the Agreement for additional contributions based on changes in use.

The Town's overall capital investment in the Bert Lacasse Baseball Stadium has been \$3,507,000. St. Clair College has made an additional investment of \$250,000 and the St. Clair College Alumni Association has made an investment of \$50,000. In total, the refurbishment project has required \$3,807,000. The Town has made a further investment of \$1,200,000 towards overall park improvements such as repaving of the parking lot, additional landscaping, the provision of public wifi and improved lighting.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Beth Gignac, BA Hons
Director Community & Recreation Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misk-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Community & Recreation Services

To: Mayor and Members of Council

From: Beth Gignac, Director Community & Recreation Services

Date to Council: April 23, 2024

Report Number: CRS-2024-13

Subject: St. Clair College Alumni Association Sponsorship Agreement

Recommendations

It is recommended:

That Report CRS-2024-12 entitled St. Clair College Alumni Association Sponsorship Agreement **be received;**

And that By-Law 2024-042 **be considered** for the first, second, third and final readings to authorize the Mayor and Clerk to execute the St. Clair College Alumni Association Sponsorship Agreement.

Background

The St. Clair College Alumni Association is a proud supporter of Saints Baseball and had expressed an interest in supporting the Bert Lacasse Baseball Stadium refurbishment project since it is the homefield of St. Clair College Saints Baseball.

Comments

The St. Clair College Alumni Association has contributed \$50,000 towards the capital costs of the Bert Lacasse Baseball Stadium refurbishment project. This contribution will ensure that the scoreboard is resurfaced and that new landscaping features are installed on the exterior of the outfield fence and the entryway into Lacasse Park.

Recognition signage will be provided on the scoreboard and the entryway into Lacasse Park.

The Town values this contribution by the St. Clair College Alumni Association and is appreciative of this investment towards the project.

Consultations

Chief Administrative Officer
Financial Services
Legislative Services & Clerk
St. Clair College Alumni Association

Financial Implications

The \$50,000 contribution will offset some of the costs associated with the Bert Lacasse Baseball Stadium refurbishment project, in particular, costs to resurface the scoreboard and new landscaping features.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Beth Gignac, BA Hons
Director Community & Recreation Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: April 23, 2024

Report Number: DS-2024-10

Subject: Encroachment Agreement Amendment
Outdoor Patio Redesign
1125 Lesperance Road (Brotto Investments Inc.)
OUR FILE: 1125 Lesperance Property File

Recommendations

It is recommended:

That a by-law authorizing the execution of the “Brotto Investments Inc.” encroachment agreement amendment, as drafted by Wolf Hooker Law Firm, Town Solicitor, which facilitates the establishment of potentially three outdoor patios associated with the commercial uses located at 1125 Lesperance Road, **be adopted**, subject to the Owner executing the encroachment agreement amendment prior to the Town’s execution;

And that the Mayor and Clerk **be authorized** to execute the encroachment agreement amendment, as attached hereto and/or in such modified version as may be approved by the Town’s solicitor prior to execution and such further documents as are called for by the encroachment agreement amendment approved above including, but not limited to, the execution of the acknowledgement/direction required to register the encroachment agreement amendment on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the encroachment agreement amendment.

Background

Subject Property

Brotto Investments Inc. (“the Owner”) owns a commercial property located at 1125 Lesperance Road (see Attachment 1). The commercial building located on the property contains four units, comprising a restaurant, a yoga studio, an office, and a future second restaurant (currently under renovations). The property also provides for on-site parking that has access via Lesperance Road and First Street.

Previous Approvals

In July of 2017, by way of [Report 23/17](#), Council approved an encroachment agreement with the Owner that facilitated the establishment of an outdoor patio associated with the aforementioned existing restaurant. The encroachment agreement permitted the patio to be located along the eastern wall of the commercial building within the Lesperance Road right-of-way (ROW), abutting the restaurant’s entrance.

Also in July of 2017, Council, by way of [Report 22/17](#), approved a Tecumseh Road Main Street Community Improvement (CIP) Grant funding application under the “Sidewalk Café Grant Program” in the amount of \$2,000 in order to assist in the costs of establishing the outdoor patio, as the subject property falls within the CIP area.

Current Proposal

In early 2024, the Owner approached the Town with a request to amend the existing encroachment agreement in order to update the approved site plan drawing/patio layout which depicts the location/dimensions of the outdoor patio. In anticipation of the upcoming establishment of a second restaurant at the property, the Owner prepared an updated site plan that identifies up to three potential outdoor patio’s that could be established (see Attachment 2). The Owner has advised that the existing restaurant will utilize the two northerly patios and the future restaurant will occupy the southerly patio. The tenants of each patio will be seeking a liquor licence for these areas as both food and alcohol will be served.

The details of the proposed patios, as depicted in Attachment 2, are as follows:

- three patios will be constructed within the Lesperance Road ROW and will be integrated within the existing streetscaping/landscaping/pavement improvements that were recently completed along Lesperance Road;

- approximately 10 feet of sidewalk will remain between the outdoor patios and the edge of the curb along Lesperance Road, which is deemed more than adequate for the safe and comfortable passage of pedestrians;
- the northerly and central patio will have areas of 271 square feet and 211 square feet, respectively. Each patio will have seating for 16 people;
- the southerly patio will have an area of 435 square feet with seating for 26 people; and
- the perimeter of the patios will be demarcated by a combination of decorative railings and landscaped planters. **It should be noted that the agreement will prohibit any railings/planters to be bolted/affixed to the cement.**

Comments

Official Plan and Zoning

The subject property is designated “Main Street Mixed Use” in the Tecumseh Official Plan. Goals of this designation includes the provision of commercial uses in a setting that is street-oriented, pedestrian-oriented and designed to promote a compact and walkable main street commercial area that makes it attractive to investment. Administration believes that the proposed amendment to the encroachment agreement will facilitate greater vibrancy to this area of Lesperance Road.

The subject property is zoned “General Commercial Zone (C3)” in Zoning By-law 1746. The C3 Zone permits a wide range of commercial uses including the existing and proposed uses on-site.

Tecumseh Road Main Street Community Improvement Plan (CIP)

As noted above, the subject property is within the CIP area. The CIP document identifies the importance of the redevelopment and improvement of the commercial establishments within this area and to the rejuvenation of the entire CIP area. The CIP supports initiatives that:

- provide an enhanced public realm with a diversity of new attractive open spaces and a new streetscape that is welcoming to pedestrians and expands mobility options such as cycling; and
- create a vibrant and animated mixed-use main street with a predominance of commercial uses.

Based on the foregoing policies of the CIP, the proposed amendment to the encroachment agreement would meet the intent of the CIP.

It should also be noted that a Financial Incentive Program Grant Application for the tenant who will occupy the southerly patio has been filed under the Sidewalk Café Grant Program in the amount of \$2,000 and is being brought forward for Council approval by way of a separate report, DS-2024-11. Similar to the past grant awarded to this property, these grant funds will be used to assist in the costs associated with the establishment of the patio.

Encroachment Agreement Amendment

Wolf Hooker Law Firm (Town Solicitor) has prepared the attached encroachment agreement amendment (see Attachment 3) that facilitates the removal/replacement of the existing site plan (which only depicts one patio) with the updated site plan as summarized above. The amending agreement also continues to include/carry-forward requirements from the current agreement with respect to liability insurance, approvals from the Windsor-Essex County Health Unit, the requirement that all costs associated from this amending agreement be the responsibility of the Owner and that any/all patios must be removed in the event that the Town requires access to the ROW for any maintenance or repair to municipal infrastructure.

Summary

Town Administration has reviewed the proposed new site plan drawing depicting the patio encroachments and has no concerns. Administration believes that the design/layout is appropriate, in keeping with the policies of the CIP and is properly integrated with the recent streetscape improvements that have been completed along this area of Lesperance Road. Accordingly, Town Administration recommends that Council authorize the execution of the encroachment agreement amendment, as attached hereto as Attachment 3.

Consultations

Public Works & Engineering Services
Town Solicitor

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 checked="" type="checkbox"/>	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
<input checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1.	Property Location Map
2.	Proposed Patio Layout Site Plan
3.	Encroachment Agreement Amendment



Area of
Proposed Patios
(see Attachment 2)

LESPERANCE ROAD

VIA RAIL

FIRST STREET

Legend:



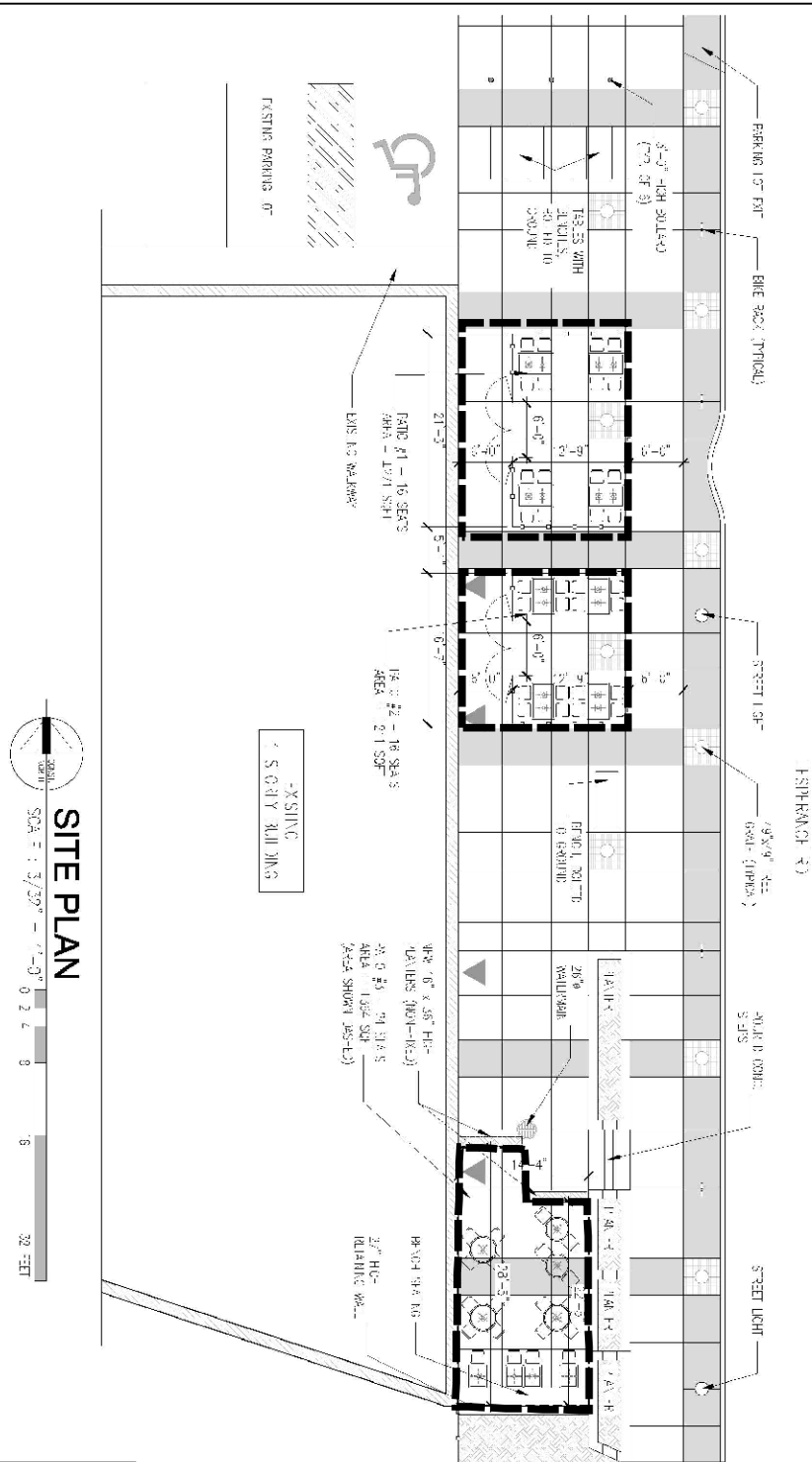
Subject Property



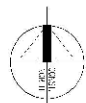
Prepared By:
Development Services

Attachment 1, DS-2024-10
Encroachment Agreement Amendment
1125 Lesperance Road
Property Location

LESPERANCE ROAD



SITE PLAN



Scale: 1" = 3' 0" - 0" 2' 4' 6' 8' 10' 12' 14' 16' 18' 20' 22' 24' 26' 28' 30' 32' 34' 36' 38' 40' 42' 44' 46' 48' 50' 52' 54' 56' 58' 60' 62' 64' 66' 68' 70' 72' 74' 76' 78' 80' 82' 84' 86' 88' 90' 92' 94' 96' 98' 100'

ISSUED: 2024/03/07	<p>1670 mercer street winchester ontario canada n3a 3p7 p: 519.254.3430 fax: 519.254.3442 email: info@carrotsnDATES.ca website: carrotsnDATES.ca</p>	<p>PROJECT: PROPOSED LESPERANCE PATIOS FOR CARROTS N' DATES & END UNIT</p> <p>DATE: LEFAVE</p>	<p>Re: SITE PLAN</p> <p>Drawn by: TK</p> <p>Checked by: SMB</p>	<p>date: MAR 28, 2024</p> <p>client ref: 2023-084</p> <p>sheet no: A1.0</p>
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Legend:



Subject Property

Attachment 2, DS-2024-10
Encroachment Agreement Amendment
1125 Lesperance Road
Proposed Patio Layout Site Plan



Prepared By:
Development Services

Attachment 3, DS-2024-10
Encroachment Agreement Amendment
1125 Lesperance Road
Encroachment Agreement Amendment

THIS AGREEMENT made in triplicate, this _____ day of _____, 2024

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH,

Hereinafter called the TOWN of the FIRST PART

- and -

BROTTO INVESTMENTS INC.

Hereinafter called the LICENSEE of the SECOND PART

WHEREAS:

1. the Licensee is the registered owner of certain lands and premises in the Town of Tecumseh, in the County of Essex and Province of Ontario, more particularly described in Schedule “A” annexed hereto and forming part of this agreement (the Licensee Lands”); and
2. the Licensee entered into an agreement made August 8, 2017 with the Town (herein “the Encroachment Agreement”) governing the terms of permission granted by the Town to the Licensee to occupy a portion of the Town’s municipal right-of-way for the purposes of a seasonal outdoor patio benefitting the Licensee Lands notice of which agreement was registered on title as CE790806 on September 1, 2017;
3. the parties with to amend the terms of the Encroachment Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. The Patio Site Plan attached as Schedule B to the Agreement is hereby replaced with a new Schedule B which has been signed or initialed by the parties and is on file with the Municipality. A reduced copy of this schedule is annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require without invalidating the effect thereof.
2. The Licensee acknowledges and agrees that no items from any of the proposed outdoor patios contemplated by the new Schedule B can be mounted/drilled/affixed into the concrete.
3. The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.
4. It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.
Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to

disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

5. To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its’ own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

THE PARTIES HERETO have executed and delivered this agreement as of the day and year first hereinbefore written.

THE CORPORATION OF THE TOWN OF TECUMSEH

Gary McNamara, Mayor

Robert Auger, Municipal Clerk

“We have authority to bind the Corporation”

BROTTO INVESTMENTS INC.

Christian LeFave, President
“I have authority to bind the Corporation”

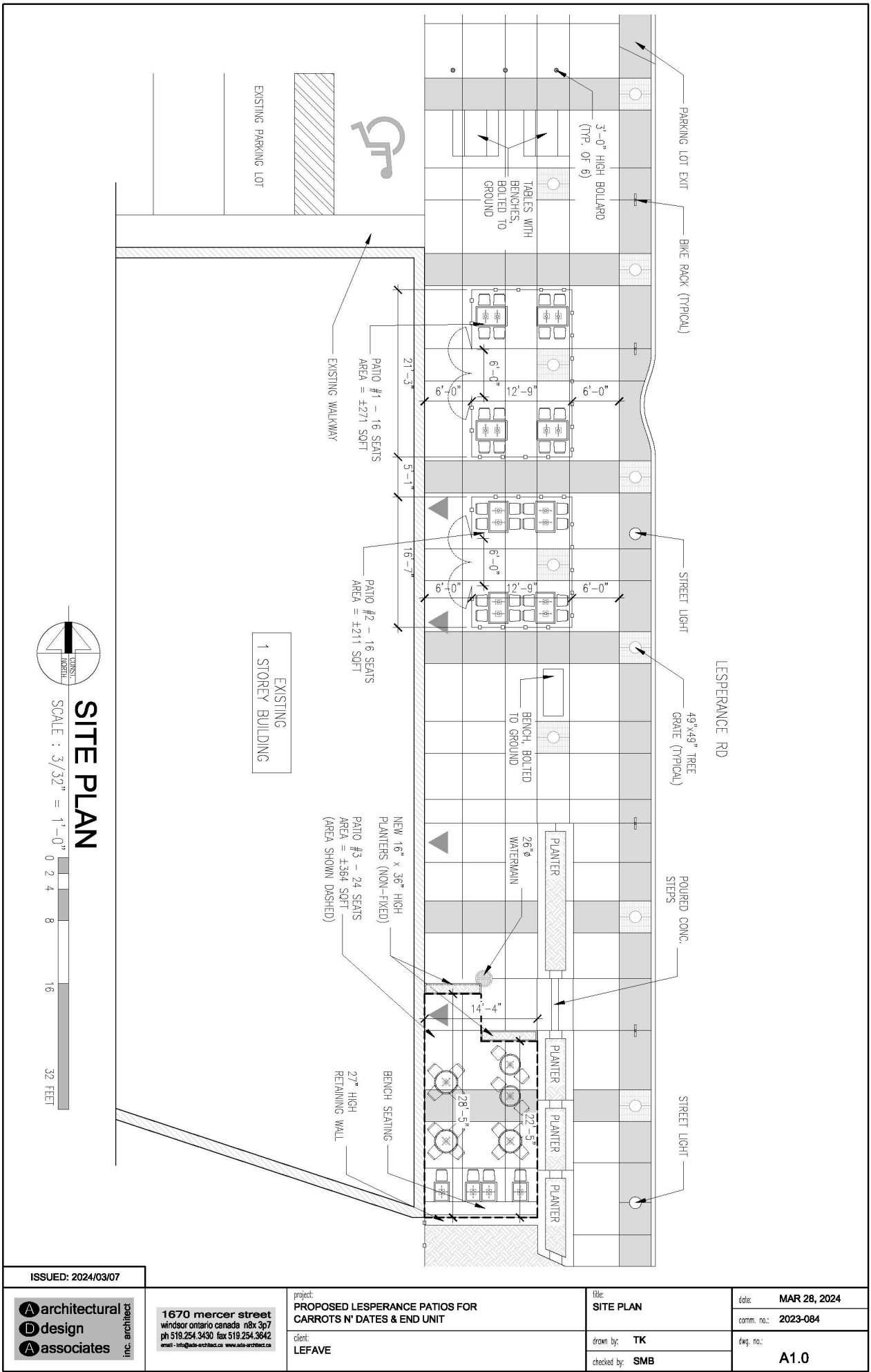
SCHEDULE "A"
Legal Description

PIN: 01597-0322

Part Lot 13 Plan 468 Sandwich East as in R663494; Tecumseh

1125-1141 Lesperance Road, Tecumseh, ON

SCHEDULE "B"
Encroachment
(Patio Site Plan)





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 23, 2024

Report Number: DS-2024-11

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1125 Lesperance Road (Brotto Developments Inc.)
Sidewalk Café Grant Program
OUR FILE: D18 CIPFIP - CIP-01-24

Recommendations

It is recommended:

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program for the property located at 1125 Lesperance Road (Roll No. 374406000002300), **be deemed eligible and approved** for the Sidewalk Café Grant Program in the amount of \$2,000 towards the costs associated with the construction and installation of an outdoor patio associated with a restaurant located on the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with DS-2024-11.

Background

Property Location

The subject property, located on the southwest corner of the Lesperance Road/First Street intersection (1125 Lesperance Road), is occupied by a commercial building that is divided into four units, comprising an existing restaurant, a yoga studio, an office and another restaurant which is opening soon. An associated parking lot is situated to the

north and west of the commercial building, access to which is from both Lesperance Road and First Street (see Attachments 1A and 1B).

Past Community Improvement Plan (CIP) Application Approvals

In 2017, Town Council granted the Owner of the subject property \$2,000 under the Sidewalk Café Grant and \$15,000 under the Building Façade Improvement Grant of the Tecumseh Road Main Street Community Improvement Plan (CIP) in relation to the existing restaurant's outdoor patio and for improvements to the façade of the building, respectively. The Owner completed the improvements to the building's façade in accordance with the approved architectural renderings and a patio associated with the existing restaurant was introduced. In addition, by way of [Report 23/17](#), Council approved an encroachment agreement with the Owner that facilitated the establishment of the aforementioned outdoor patio. The encroachment agreement permitted the patio to be located along the eastern wall of the commercial building within the Lesperance Road right-of-way (ROW), abutting the associated restaurant's entrance onto Lesperance.

Current CIP Application

The Owner has now authorized the tenant of the new restaurant noted above to submit a Financial Incentive Program Grant Application seeking funding under the Sidewalk Café Grant program of the CIP in the amount of \$2,000, which is related to the construction and installation of the additional outdoor patio. The new restaurant will occupy the most southerly unit within the building.

Tecumseh Road CIP

The Council-adopted Tecumseh Road Main Street Community Improvement Plan (CIP) applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1 below). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land. The CIP establishes a community developed vision and provides a means for planning and promoting development activities to more effectively and efficiently use lands, buildings and facilities. Its goal is to bring about revitalization and encourage both private and public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered Owners and tenants of land and buildings within the CIP Area.

Attachment 2 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.



Comments

Proposed CIP Grant Details

As noted above, the Owner has authorized the future restaurant tenant to apply for \$2,000 with respect to the Sidewalk Café Grant. As required by the CIP, two reliable cost estimates for the grant have been submitted, as identified below (Note: HST is not included as part of the grant):

1. Windsor Chrome Furniture: \$6,005
2. Amazon Supplier/Distributor: \$4,351

The requested amount of \$2,000 represents the maximum grant available (50% of the total eligible costs) in accordance with the selected preferred quote by Windsor Chrome Furniture.

The grant application has been reviewed and evaluated by Town Administration against the requirements of the CIP. Town Administration has no concerns with the application and recommends that the application be deemed eligible and approved in accordance with Section 11.3 (5) of the CIP.

It should also be noted that an Encroachment Agreement Amendment request is also associated with this CIP Grant application in order to permit the subject patio to be located within the Lesperance Road right-of-way. Administration has no concerns with the proposed location of this patio and a report to facilitate the aforementioned encroachment agreement amendment is also being brought forward for Council approval by way of a separate report, DS-2024-10.

Next Steps

Upon Council approval, a letter from the Town to the Owner advising of Council's approval will represent a grant commitment. The CIP establishes the following:

- i) the Owner will have a period of six months to start the project and one year to complete the proposed works from the date of Council approval;
- ii) extensions will be considered on a case-by-case basis; and
- iii) an application may be cancelled if work does not commence within the six-month period or if the approved works are not completed within a one-year period from the date of Council approval.

Upon completion of the proposed improvements, Administration will conduct a review of the work to ensure all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met, and upon the receipt of invoices from the Owner and proof of payment, the grants will be issued.

Consultations

Financial Services

Financial Implications

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. This is the sum of annual

maximum limits per individual incentive program category within the CIP. Actual incentives available will depend on approved budget funding.

The 2024 budget includes CIP grant funding of \$125,000. An additional \$208,486 of uncommitted budget allocation from prior period budgets was carried forward, providing for a total of \$333,486 in available funds in 2024. To date, this is the first application that has been brought forward for approval in 2024. Accordingly, upon approval of the recommendation of this report, remaining available program funds for 2024 will be \$331,486 as referenced in the tables in Attachments 3A and 3B.

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 checked="" type="checkbox"/>	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

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

Reviewed by:

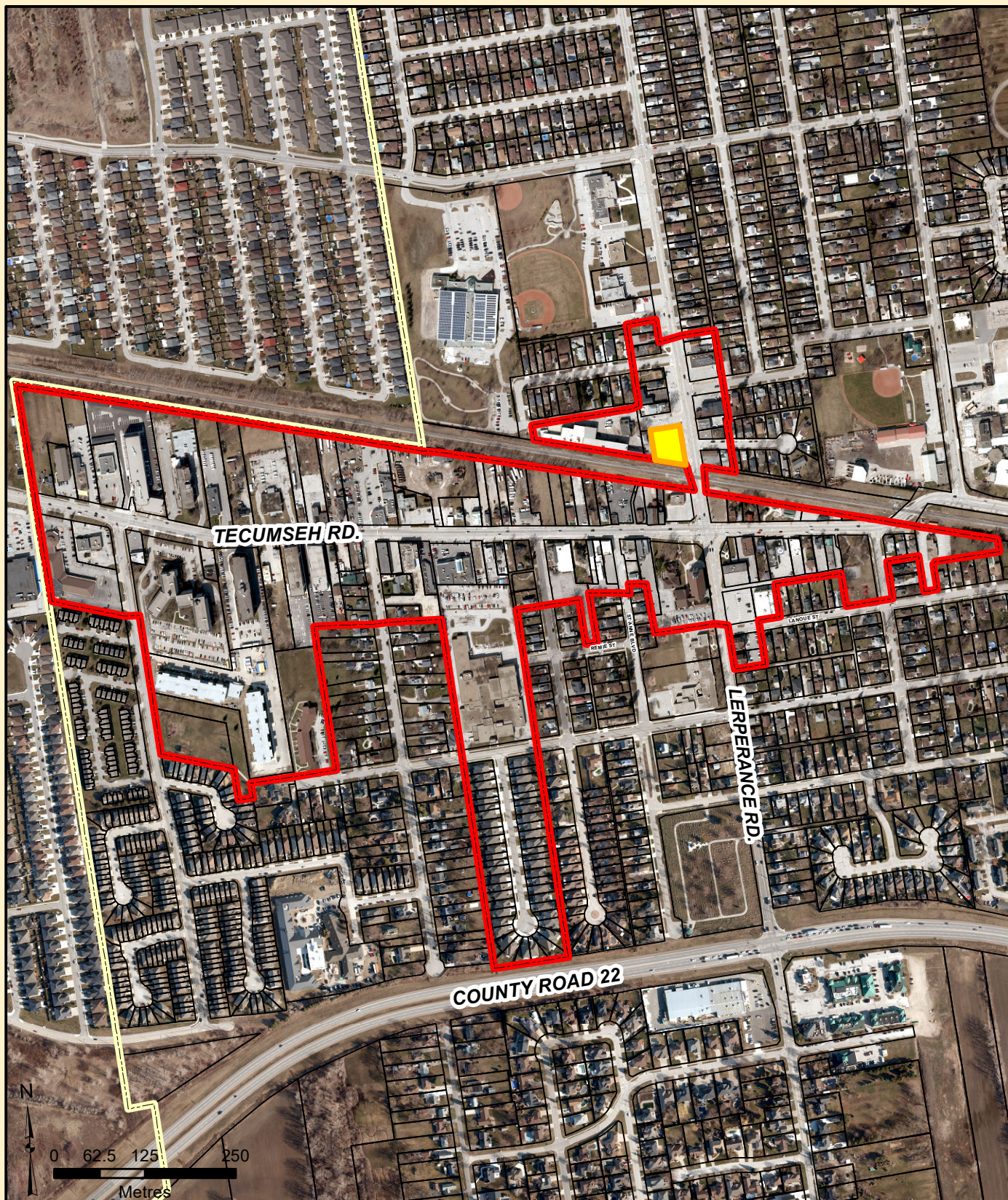
Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

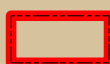
Attachment Number	Attachment Name
1A	Property Location in Relation to CIP Study Area
1B	Property Location, Detail View

Attachment Number	Attachment Name
2	CIP Support Programs and Incentives Summary
3A	CIP Incentives Financial Summary Chart No. 1
3B	CIP Incentives Financial Summary Chart No. 2



Prepared By:
Development Services

Legend:



CIP Area



Subject Property



Municipal Boundary

Attachment 1A, DS-2024-11
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road
Property Location in Relation to CIP Study Area



Prepared By:
Development Services

Legend:



Subject Property

Attachment 1B, DS-2024-11
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road
Property Location, Detail View

Attachment 2, DS-2024-11
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

Grant Program	Monetary Incentive	Annual Program Allocation
Planning, Design, and Architectural Grants	Matching grant of 50% of the cost of eligible planning, design and architectural work to a maximum grant of \$3,000 with a maximum of one study per property.	\$15,000
Planning Application and Permit Fee Grant Program	Grant will be provided for 100% of the normal application or permit fees paid by the applicant to a maximum of \$2,000 for approved projects.	\$10,000
Development Charges Grant Program	One-time grant of an amount equivalent to the Town of Tecumseh Development Charge for the buildings being constructed.	\$200,000
Building Façade Improvement	Matching grant of 50% of the cost of eligible façade improvements to existing	\$45,000
Improvement Grant Program (BPIG)	taxes that results from the work being completed.	
Building Rehabilitation Loan Program (BRLP)	Loan equivalent to a proportion of the work value and on a matching funds basis, to a maximum of 50% of eligible costs. The maximum loan is \$15,000.	N/A
Residential Grant Program (RGP)	Grant equal to the cost of rehabilitating existing residential units and/or constructing new residential units on the basis of \$30 per square foot of habitable floor space rehabilitated or constructed, to a maximum grant of \$20,000 per unit.	\$100,000
Parking Area Improvement Program (PAIP)	Matching grant of 50% of the cost of eligible parking area improvement work to a maximum grant of \$10,000, with a maximum of one grant per property per year.	\$30,000
Sidewalk Café Grant Program	One-time grant of 50% of the cost, up to a maximum of \$2,000 for the design of a sidewalk café. Additionally, the Town will provide eligible candidates an annual grant of 50% of the costs for related work, up to a maximum of \$2,000.	\$12,000
Mural/Public Art Program	One-time grant of a maximum of \$1,000.	\$5,000

Attachment 3A, DS-2024-11
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - as of April 24, 2024 RCM				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ -	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ -	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ -	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ -	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ 2,000	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -		\$ -
	\$ 417,000	\$ -	\$ 2,000	\$ -
Actual Budget Allocations:				
2024	\$ 125,000			
Prior Years - Carry-forward	\$ 208,486			
Total Available for 2024	\$ 333,486			
2024 Annual Funding Shortfall including carry-overs	\$ (83,514)			
Total Available for 2024 less Projects Committed		\$ 333,486		
Remaining Available less Projects Proposed			\$ 331,486	

Attachment 3B, DS-2024-11
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road
CIP Incentives Financial Summary Chart No. 2

CIP Approved Projects and Funding Since Inception										
Project Code / Year	Project Name	1	2	3	4	5	6	7	8	PBS Report #
CIP-01/16	Buckingham Realty	\$ 1,475								05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						07-17
CIP-03/17	Lesperance Plaza Inc			\$ 15,000						17-17
CIP-04/17	St. Anne Church			\$ 15,000						21-17
CIP-05/17	Carrots N Dates							\$ 2,000		22-17
CIP-06/17	Buckingham Realty			\$ 15,000						26-17
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society							\$ 1,000		PBS 2018-16
CIP-03/18	Buckingham Realty		\$ 600							PBS 2018-17
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000				PBS 2018-18
CIP-05/18	12357 Tecumseh Road - Bosely Hair					\$ 20,000				PBS 2018-19
CIP-06/18	Team Goran Inc.			\$ 4,000						PBS 2018-33
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000								PBS 2018-39
CIP-08/18	1122 Lesperance (2586168 ON)			\$ 15,000						PBS-2018-42
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562							PBS-2018-23
CIP-01/19	11958 Tecumseh Road									PBS-2019-15
CIP-02/19	12222 Tecumseh Road						\$ 9,575			PBS-2019-29
CIP-03/19	Buckingham Realty						\$ 438			PBS-2019-34
CIP-04/19	Villa Pia Investments - 12000 Tecumseh Road	\$ 3,000	\$ 1,075							PBS-2019-38
CIP-05/19	11865 Tecumseh Road									PBS-2020-01
CIP-07/19	11957 Tecumseh Road			\$100,000						PBS-2020-03
CIP-01/20	1222 Lesperance Road	\$ 3,000								PBS-2020-04
CIP-06/19	Villa Pia Investments - 12000 Tecumseh Road			\$ 26,152						PBS-2020-11
CIP-02/20	1033 Lesperance Road - Desjardins Insurance			\$ 3,416		\$ 8,950				PBS-2020-15
CIP-03/20	12137 Tecumseh Road - The Job Shoppe					\$ 10,000				PBS-2020-16
CIP-04/20	11870 Tecumseh Road - Gateway Tower Inc			\$100,000						PBS-2020-19
CIP-06/20	12357 Tecumseh Road - Bosely Hair									PBS-2020-31
CIP-07/20	11865 Tecumseh Road	\$ 3,000								PBS-2020-33
CIP-08/20	12049 Tecumseh Road					\$ 10,000				PBS-2020-40
CIP-01/21	1200-1250 Southfield Drive - Skyline Apartments			\$100,000						PBS-2021-03
CIP-03/21	11865 Tecumseh Road			\$ 15,000						PBS-2021-09
CIP-05/21	11941 Tecumseh Road - Demeter Developments			\$100,000						PBS-2021-22
CIP-07/21	11865 Tecumseh Road		\$ 1,680			\$ 10,000				PBS-2021-24
CIP-08/21	11977 Tecumseh Road - Kona Sushi	\$ 3,000								PBS-2021-25
CIP-09/21	11977 Tecumseh Road - Kona Sushi			\$ 15,000						PBS-2021-33
CIP-10-21	12300 Tecumseh Road	\$ 3,000			\$ 40,000					PBS-2021-47
CIP-11-21	1222 Lesperance Road			\$ 15,000		\$ 10,000				PBS-2021-48
CIP-01-22	1122 Lesperance (2586168 ON)					\$ 7,680				DS-2022-22
CIP-02-22	1071 Lesperance Road – Home Instead Office					\$ 10,000				DS-2022-41
CIP-01-23	12021 Tecumseh Road		\$ 2,000	\$ 23,998						DS-2023-02
	Total	\$ 22,475	\$ 7,917	\$ 694,473	\$ 127,416	\$ 100,000	\$ 76,643	\$ 4,000	\$ 1,000	\$ 1,032,449
										GRANT PAID
										GRANT RECINDED



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 23, 2024

Report Number: PWES-2024-24

Subject: Lesperance Road Trail (County Road 22 to County Road 42) – Tender Award

Recommendations

It is recommended:

That report PWES-2024-24 Lesperance Road Trail (County Road 22 to County Road 42) – Tender Award, **be received**;

And that the tender for the Lesperance Road Trail (County Road 22 to County Road 42) in the amount of \$1,996,305 excluding HST **be awarded** to Total Source Contracting;

And further that By-law 2024-039 **be considered for** first, second, third and final readings to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's solicitor, with Total Source Contracting;

And furthermore, that funding allocations, reflecting a total budget requirement of \$2,632,177.74 with a \$166,572.26 decrease to the original allocation **be accommodated** as follows:

- Infrastructure Reserve – decrease from \$2,798,750 to \$2,632,177.74

Background

In May 2019, Council approved the recommendations (Motion: RCM-150/19) of Report [PBS-2019-16](#) that endorsed the Lesperance Road Trail as a candidate project for funding through the Investing in Canada Infrastructure Program (2019 Intake of the Public Transit Funding Stream). Following this meeting, a funding application was submitted which was ultimately approved by the funding agency.

At the January 26, 2023, Regular Meeting of Council, Council approved the recommendations (Motion: RCM-04/23) of Report [PWES-2023-01](#) titled “2023-2027 Public Works & Engineering Services Five-year Capital Works Plan”. This authorized Administration to proceed with the identified 2024 capital works projects including the construction of the Lesperance Road Trail.

Dillon Consulting Ltd. (Dillon) was retained for engineering consulting services and completed the detailed design. A Public Information Centre was held on November 22, 2023, to present the proposed trail layout and receive public comments. The project was tendered in March 2024 and construction is anticipated to be completed by the end of 2024.

Comments

A Tender call for the project was advertised on the Town’s website on March 21, 2024. Eight (8) tenders were received on April 11, 2024, and the results are as follows:

Tenderer	Total Tender Price (excluding HST)
Total Source Contracting	\$1,996,204.74*
Rudak Excavating Inc.	\$2,296,700.00
Sherway Contracting (Windsor) Ltd.	\$2,397,327.50
GIP Paving Inc.	\$2,556,700.00*
Amico Infrastructures Inc.	\$2,679,259.00
Piera Con Enterprises Inc.	\$2,679,784.30
Nevan Construction	\$2,833,470.00*
Jones Group Ltd.	\$2,837,677.00*

*denotes corrected total

Some minor mathematical errors were noted in four (4) of the bids submitted. These mathematical errors were identified and corrected by Dillon, with the respective updates reflected above. Updates to the bid prices were not significant and did not result in any changes in the original standings of the tenderers. Detailed errors and the respective corrections can be found in Attachment 1 – Summary of Tender Results and Award Recommendation Letter.

Administration, in consultation with Dillon, recommends that Council award the Tender for the Lesperance Road Trail (County Road 22 to County Road 42) project in the amount of \$1,996,204.74 excluding HST to Total Source Contracting.

Consultations

Financial Services
Dillon Consulting Ltd.

Financial Implications

Report PWES-2023-01 provided an estimated project cost of \$2,798,750 and funding approval as follows:

Lifecycle Reserve Fund	Amount
Infrastructure Reserve Fund	\$2,798,750
Total	\$2,798,750

The tendered/projected costs are summarized below:

Cost Item	Amount
Construction (tender)	\$1,996,204.74
Engineering	\$396,447
Legal Survey	\$24,000
Geotechnical Quality Assurance	\$30,000
Utility Relocation Allowance	\$90,000
Budgetary Contingency	\$50,000

Sub-total	\$2,586,651.74
Non-rebated HST (1.76%)	\$45,526
Total	\$2,632,177.74

The total project cost is under the \$2,798,750 budget by \$166,572.26. The original budget allocated for this project was based on a 2022 estimate of probable costs provided by Dillon Consulting Ltd., which had been created prior to the detailed design.

Based on the distribution of costs within the tender, reserve funding is to be adjusted as detailed in the table below:

Lesperance Road Multi-Use Trail	Project Budget	Tendered/Projected Costs	Change
Infrastructure Reserve	\$2,798,750	\$2,632,177.74	-\$166,572.26
Totals	\$2,798,750	\$2,632,177.74	-\$166,572.26

A summary of the project costs, recoveries from the ICIP Grant and the financial impact to the Town's Reserve Funds are outlined in the following table:

Lifecycle / Reserve Fund	Tender Project Cost	ICIP Grant	Net Impact to Reserve Funds
Infrastructure Reserve	\$2,632,177.74	\$466,707	\$2,165,470.74
Totals	\$2,632,177.74	\$466,707	\$2,165,470.74

Investing in Canada Infrastructure Program (ICIP)

The Town has been granted approval to receive funding on this project for 45% of the eligible costs as stipulated in the signed ICIP agreement to a maximum combined contribution by Canada/Ontario of \$466,707.

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:

Alessia Mussio, P. Eng.
Engineering Project Manager

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Summary of Tender Results and Award Recommendation Letter



Our File: 21-1968

April 17, 2024

SENT VIA EMAIL

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

Attention: Ms. Alessia Mussio, P.Eng.
Engineering Project Manager

**Lesperance Road Multi-Use Pathway
in the Town of Tecumseh
Summary of Bid Results**

Eight bids were received on April 11, 2024, for this project. The bid results are summarized as follows:

Bidder	Total Tender Price (Excluding applicable taxes)	
Total Source Contracting	\$1,996,204.74	*
Rudak Excavating Inc.	\$2,296,700.00	
Sherway Contracting (Windsor) Limited	\$2,397,327.50	
GIP Paving Inc.	\$2,556,700.00	*
Amico Infrastructures Inc.	\$2,679,259.00	
Piera Con Enterprises Inc.	\$2,679,784.30	
Nevan Construction	\$2,833,470.00	*
Jones Group Ltd.	\$2,837,677.00	*

*Corrected Total Bid Amount

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

Dillon Consulting
Limited

Corporation of the Town of Tecumseh
Page 2
April 17, 2024



Based on our review of the bid submissions, mathematical errors were made in the submissions of Total Source Contracting, GIP Paving Inc., Jones Group Limited, and Nevan Construction. The corrected Total Tender Prices are shown above. The mathematical errors change the ranking of Jones Group Ltd. and Nevan Construction but does not change the original low Bidder.

All Bidders submitted the Bid Bond for 10% of the total tender price, which you have retained. A clerical error was made on the Bid Bond submitted by Total Source Contracting (low bidder). The Town Purchasing Department reviewed and confirmed the bid was compliant and does not affect the ranking or submission.

We have confirmed with Peter Letkeman of Total Source Contracting that Total Source Contracting is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

Based on their lowest bid submission, we recommend that the tender bid be awarded to Total Source Contracting for the Total Tender Price of \$1,996,204.74 (excluding applicable taxes).

Subject to Council's approval of our recommendation, we will prepare the necessary agreements for signing.

Yours sincerely,

DILLON CONSULTING LIMITED

Déan Rice, P.Eng.,
Project Manager

DR:ldm



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 23, 2024

Report Number: PWES-2024-25

Subject: School Crossing Guard Program Recommendation

Recommendations

It is recommended:

That Report PWES-2024-25 School Crossing Guard Program Recommendation **be received**;

And that the current School Crossing Guard Program **be phased out** and replaced with pedestrian crossover and traffic control measures as contained within the following policies:

- Community Safety Zone Policy 123
- Controlled Pedestrian Crossing Policy 124
- School Safety Zone Policy 125
- Speed Management & Traffic Calming Policy 126

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

Background

At the March 26, 2024 Policies & Priorities Committee (PPC) Meeting, the Committee received report [PWES-2024-22](#) School Crossing Guard Program. That report provided a background on the Town's current school crossing guard program and its limitations on the very narrow application of this service across the whole community. It also highlighted alternative approaches for greater application to a broad range of pedestrians, of all ages and abilities as well as day/days of week coverage to a broader geographic scope of coverage.

At the April 9, 2024 Regular Council Meeting, Council approved the following motion (Motion: RCM-84/24):

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

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

And further 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.

Comments

As contained within the PPC report PWES-2024-22, in an effort to provide broader coverage for safe pedestrian crossovers, Administration recommends that the current School Crossing Guard Program be phased out in favour of the following:

- The use of existing pedestrian crossover measures that are a higher form of control at the current crossing guard locations; and
- Reliance on pedestrian crossover and traffic control measures proposed through the newly Council adopted policies, including:
 - Community Safety Zone Policy 123
 - Controlled Pedestrian Crossing Policy 124
 - School Safety Zone Policy 125
 - Speed Management and Traffic Calming Policy 126

Accordingly, School Crossing Guards would be phased out gradually and not before:

- The end of a school year;
- Designated School Safety Zones have been assessed in accordance with the School Safety Zone Policy and any recommendations being implemented; and
- Implementation of the recommendations from the October 2023 Pedestrian Crossing Treatment Review.

Consultations

Chief Administrative Officer and People & Culture
Financial Services

Financial Implications

The cost of the current school crossing guard program is in the range of \$80,000 to \$100,000 per annum to staff seven (7) intersections for two (2) hours per school day. It is estimated that ten (10) hours per week for an additional annual cost of \$27,000 are required to support the administration of the crossing guards. Support includes coverage, timesheet review, recruitment, onboarding and general support to the guards. The total cost of approximately \$127,000 annually represents a very limited scope of coverage relative to all schools in the community as well as all pedestrians.

As the pedestrian crossover and traffic control measures are implemented and the School Crossing Guard locations are gradually phased out, the operational costs will be updated as part of the annual Operational Budget.

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Report PWES-2024-22 School Crossing Guard Program (as presented to the Policies & Priorities Committee on March 26, 2024)
2	Existing School Crossing Guard Locations – List
3	Existing School Crossing Guard Locations – Map



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-2024-22

Subject: School Crossing Guard Program

Recommendations

It is recommended:

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
- Speed Management and Traffic Calming Policy 126

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.

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 School Crossing Guards (SCG) and recommends the elimination of the current School Crossing Guard Program in favour of pedestrian crossover and traffic control measures proposed through the above-noted new policies.

Comments

Existing Crossing Guard Program

The Town currently has seven (7) crossing guard locations for six (6) of the eleven (11) Elementary Schools, that were established prior to amalgamation. It is unknown how these crossing guard locations were established or whether any analysis for the need of a crossing guard was undertaken at any of them. The locations of the current crossing guards are listed in Attachment 2 and depicted on a map in Attachment 3. The map also depicts all school facilities in Tecumseh, indicating the very narrow application of this service across the whole community.

The existing seven (7) Crossing Guard locations have been grandfathered since amalgamation with morning, lunch and afternoon services. The lunch service was recently removed through report [CAO-PC-2023-04](#) at the September 12, 2023 Regular Council Meeting (Motion: RCM-241/23). The locations require the Town to employ seven (7) regular Crossing Guards and an additional four (4) alternates to ensure all corners and shifts are covered.

Historically, requests for additional crossing guards were managed through the Clerk's Office with assistance from the Public Works & Engineering Services Department. Individual requests were received, reviewed and responded to, which was found to be extremely time-consuming and an inefficient use of staff resources, particularly in the absence of a policy framework for addressing requests for Crossing Guards or other pedestrian crossover facilities.

Technical Information

In 2006 the Ontario Traffic Council (OTC), in coordination with the Ministry of Transportation (MTO), completed a School Crossing Guard Guide (SCGG) to provide guidance to municipalities in establishing school crossing guard locations. The guidance is not a requirement or a standard but rather a compendium of best practices. While the SCGG covers a broad range of best practices, no one document can cover all situations involving a school crossing guard. It is therefore the practitioner's responsibility to exercise good engineering judgement and experience on technical matters in the best interests of the public and students.

Since the original publication of the guidance, new technology has evolved for crossing locations, such as a wider range of automated pedestrian crossovers. New Ontario Traffic Manuals have been produced while others have been updated, and the Highway Traffic Act has been amended. The SCGG was updated in 2017 to reflect these changes in policy and best practices. These updated methods from the OTM for safer pedestrian crossings provide permanent automated controls that operate at all times of the day for all age groups, in contrast to the limited coverage of School Crossing Guards.

The SCGG is clear that "a school crossing guard should not be considered the only or first tool to improve safety of students as they cross roadways to and from school". The guidance document outlines several alternative solutions to safe crossing at intersections, including all way stop intersections, public education on safe crossing practices and safe routes to school, installation of traffic-calming devices such as curb extensions, medians or refuge islands, or modifications to parking regulations depending on parking practices in the area.

School crossing guards are single purpose and do not address the safety of all pedestrians in crossing streets. Alternative approaches may be beneficial for greater application to a broader range of pedestrians, of all ages and abilities as well as time of day/days of week coverage and a broader geographic scope of coverage.

October 2023 - Pedestrian Crossing Treatment Review

In October 2023, Administration retained the services of an engineering consultant to undertake a pedestrian crossing treatment review in accordance with Ontario Traffic Manual (OTM) Book 15 at all seven (7) locations where School Crossing Guards are

currently located. The results of the pedestrian crossing treatment review and Administration's recommendations are summarized as follows:

Locations	Existing Intersection Control	Recommended Intersection Control
Lesperance / Arbour	Signalized Intersection	No Change. Highest form of pedestrian control.
Tecumseh / Arlington	All-Way Stop Controlled	No Change. Higher form of pedestrian control than a pedestrian crossover (PXO).
Tecumseh / Estate Park	Minor Street Stop Controlled	A PXO will not be warranted with the relocation of D.M. Eagle Elementary School in 2024.
Lesperance / St. Thomas	Minor Street Stop Controlled	Installation of a Level 2 Type B PXO warranted.
Lacasse / St. Thomas	All-Way Stop Controlled	No Change. Higher form of pedestrian control than a PXO.
Lacasse / Clapp	All-Way Stop Controlled	No Change. Higher form of pedestrian control than a PXO.
St. Thomas / Michael	All-Way Stop Controlled	No Change. Higher form of pedestrian control than a PXO.

As signalized intersections and all-way stop controlled intersections are a higher form of pedestrian controls, OTM Book 15 does not recommend the installation of PXOs at those locations. A figure depicting the Level 2 Type B PXO from OTM Book 15 is found in Attachment 4. It is important to note that traffic signals or all-way stop controlled intersections, or the installation of a PXO, have been identified in the SCGG as alternative solutions to Crossing Guards.

What are other Municipalities Doing?

Local municipalities have continued to struggle with the recruitment and retention of Crossing Guards and in at least one case have moved to outsourcing as a (higher cost) solution that removes the responsibility of staffing from the municipality.

In 2016, Chatham-Kent phased out their School Guards program affecting twelve school zones and implemented enhanced pedestrian crossing measures after conducting engineering reviews of the affected areas. As of January 2024, Chatham-Kent has not revisited their decision to eliminate the School Guard program and has continued enhanced pedestrian crossover measures to provide safety to all pedestrians.

Change in Approach to the School Crossing Guard Program

In keeping with the changes in best practice and in an effort to provide broader coverage for safe pedestrian crossovers, including students, Administration recommends that the current School Crossing Guard Program be discontinued in favour of reliance on the following:

- The use of existing pedestrian crossover measures that are a higher form of control at the current crossing Guard locations (as set out in the table above); and
- Reliance on pedestrian crossover and traffic control measures proposed through the following new policies, including:
 - Community Safety Zone Policy 123
 - Controlled Pedestrian Crossing Policy 124
 - School Safety Zone Policy 125
 - Speed Management and Traffic Calming Policy 126

Accordingly, School crossing Guards would be phased out gradually and not before:

- Council has adopted the suite of traffic-related policies listed above;
- The end of a school year;
- Designated School Safety Zones have been assessed in accordance with the School Safety Zone Policy and any recommendations being implemented; and
- Implementation of the recommendations from the October 2023 Pedestrian Crossing Treatment Review.

Further, it is proposed that Administration hold 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.

Consultations

Chief Administrative Officer and People & Culture
Financial Services
SSL Project Services Inc.

Financial Implications

The existing crossing guard locations require the Town to employ seven (7) regular crossing guards and an additional four (4) alternates to ensure all corners and shifts are covered. These positions are extremely difficult to recruit and retain due to the schedule and limited hours of work. Scheduling is complicated and causes significant administrative burden. The cost of the current school crossing guard program is in the range of \$80,000 to \$100,000 per annum to staff seven (7) intersections for two (2) hours per school day. It is estimated that ten (10) hours per week for an additional annual cost of \$27,000 are required to support the administration of the crossing guards. Support includes coverage, timesheet review, recruitment, onboarding and general support to the guards. The total cost of approximately \$127,000 annually represents a very limited scope of coverage relative to all schools in the community as well as all pedestrians.

The current and projected annual costs for the existing seven (7) School Crossing Guards are (not including Administrative Staff costs estimated at \$27,000 annually):

- 2023 - \$95,084
- 2024 - \$85,460 (reduction in lunch service at 4 corners)
- 2025 - \$87,964 (will be impacted by negotiations)
- 2026 - \$90,544 (will be impacted by negotiations)

Estimated costs to install alternative pedestrian crossing treatments are dependent on the Level and Type of the treatment and could range anywhere between \$3,000 to \$100,000 per location.

Level 2 Type B PXO – Lesperance Road @ St. Thomas Street

The pedestrian crossing treatment review conducted in October 2023 identified a warrant for the installation of a Level 2 Type B PXO across Lesperance Road at St. Thomas Street.

Estimated costs for its installation (as a stand-alone project) vary anywhere between \$60,000-\$100,000. Integration of this infrastructure into a larger capital works tender has previously generated lower costs due to project and construction efficiencies. The Manning Road Improvement Project (Phase 2) is a good example of this, with the installation of two PXOs as part of that larger infrastructure project.

Administration is recommending the installation of the Level 2 Type B PXO across Lesperance Road at St. Thomas Street as part of the Town's current capital project "Multi-Use Recreational Pathways: Lesperance Road (Riverside Drive to First Street) & Little River Boulevard (Gauthier Street to Lesperance Road)". This project has been approved by Council for design in 2024 and construction in 2025. The project budget

carried contingencies and accounted for a minimum of two PXOs crossing Lesperance Road for connectivity to the multi-use pathway.

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

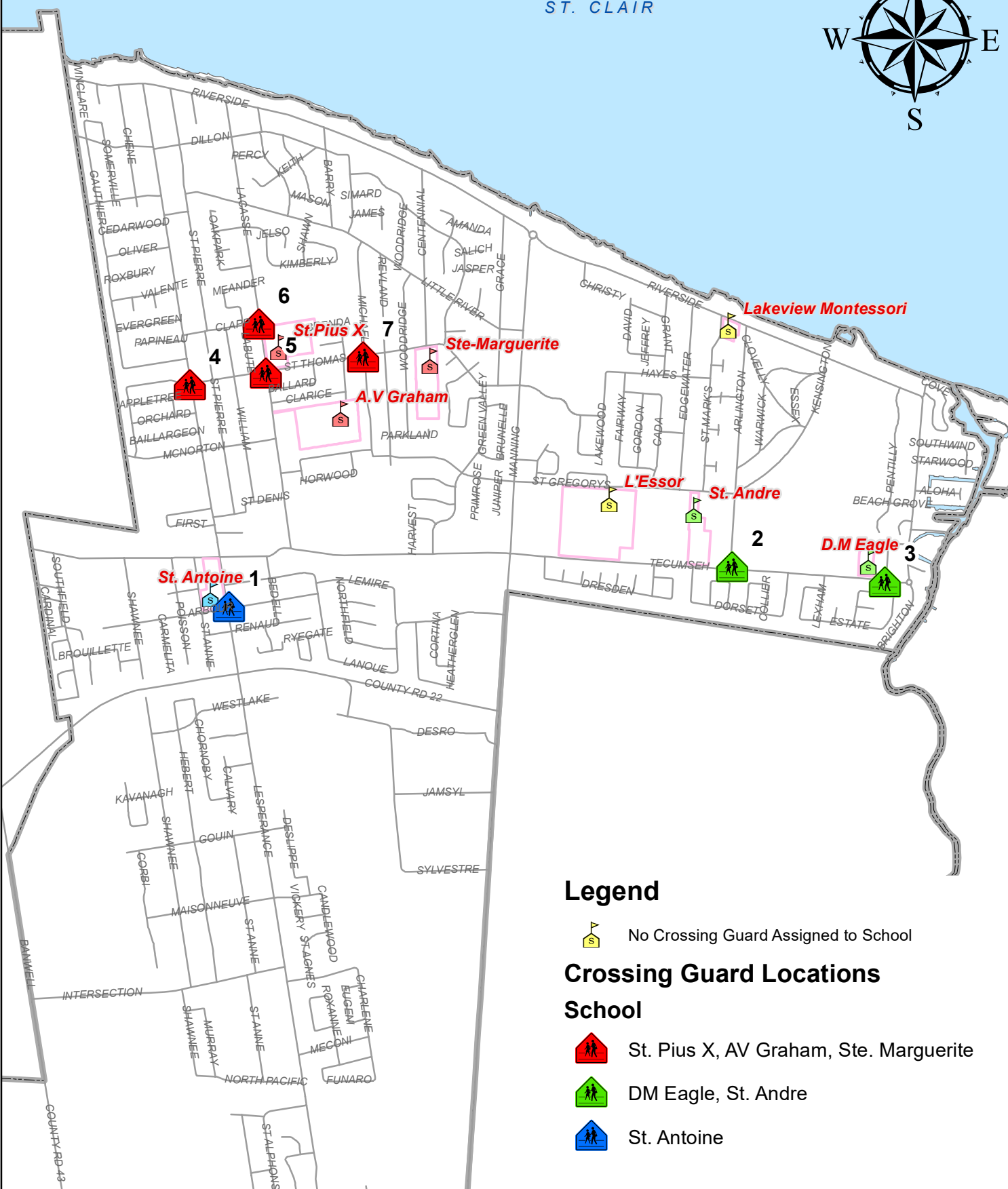
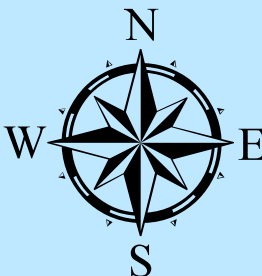
Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Existing School Crossing Guard Locations – List
2	Existing School Crossing Guard Locations – Map
3	Level 2 Type B PXO – Figure

Existing School Crossing Guard Locations

No.	Crossing Guard Location	Speed Limit	Type of Intersection	Elementary Schools in Close Vicinity	Address of School
1	Lesperance Rd @ Arbour St	50 km/h Lesperance Rd.	Fully signalized	St. Antoine	1317 Arbour St
		40 km/h Arbour St.			
2	Tecumseh Rd @ Arlington Blvd	40 km/h Tecumseh	3-way stop	DM Eagle	14194 Tecumseh Rd
		40 km/h Arlington		St. Andre	13765 St. Gregory's
3	Tecumseh Rd @ Estate Pk	40 km/h Tecumseh Rd.	Minor Rd stop	DM Eagle	14194 Tecumseh Rd
		50 km/h Estate Pk.			
4	Lesperance Rd @ St. Thomas St	50 km/h Lesperance Rd.	Minor Rd stop	St. Pius	644 Lacasse Blvd
		40 km/h St. Thomas St.		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas
5	Lacasse Blvd @ St. Thomas St	40 km/h Lacasse Blvd.	4-way stop	St. Pius	644 Lacasse Blvd
		40 km/h St. Thomas St.		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas
6	Lacasse Blvd @ Clapp St	40 km/h Lacasse Blvd.	3-way stop	St. Pius	644 Lacasse Blvd
		50 km/h Clapp		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas
7	St. Thomas @ Michael St	40 km/h St. Thomas St.	4-way stop	St. Pius	644 Lacasse Blvd
		40 km/h Michael St.		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas

LAKE
ST. CLAIR



Legend

No Crossing Guard Assigned to School

Crossing Guard Locations School

- St. Pius X, AV Graham, Ste. Marguerite
- DM Eagle, St. Andre
- St. Antoine

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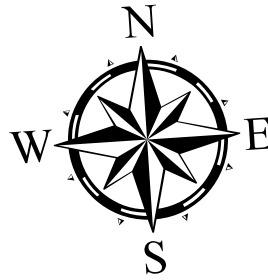
TOWN OF
Tecumseh
ONTARIO • CANADA

Work Done:	Author:
	<INSERT NAME>
	Date: 2023-12-05
	Scale: NTS

Crossing Guard Locations

Town of Tecumseh Schools

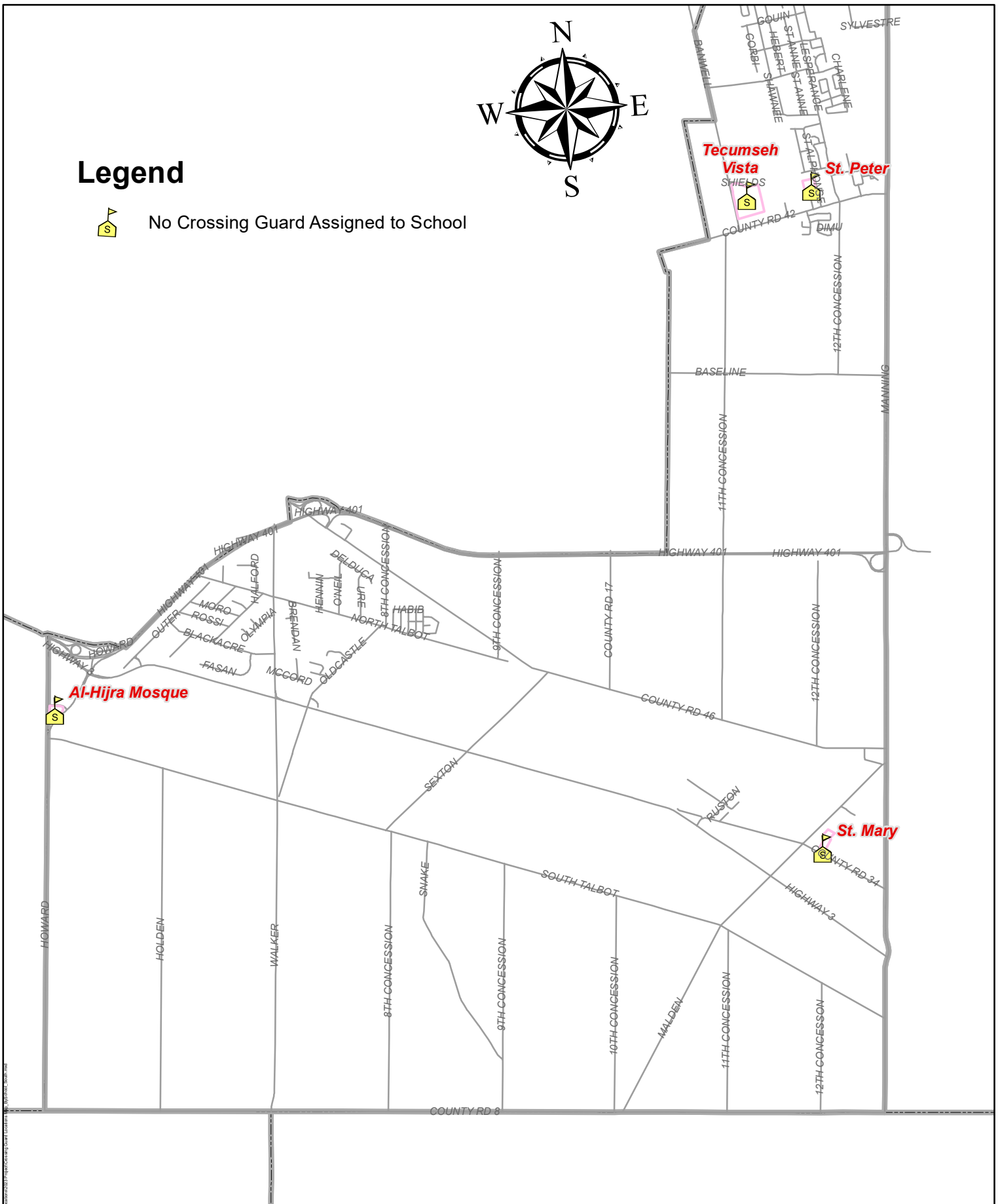
PROJECT No.
SHEET No. 1



Legend



No Crossing Guard Assigned to School



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TOWN OF
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186

Work Done:	Author:
	<INSERT NAME>
	Date: 2023-12-05
	Scale: NTS

Crossing Guard Locations
Town of Tecumseh Schools

PROJECT No.
SHEET No. 2

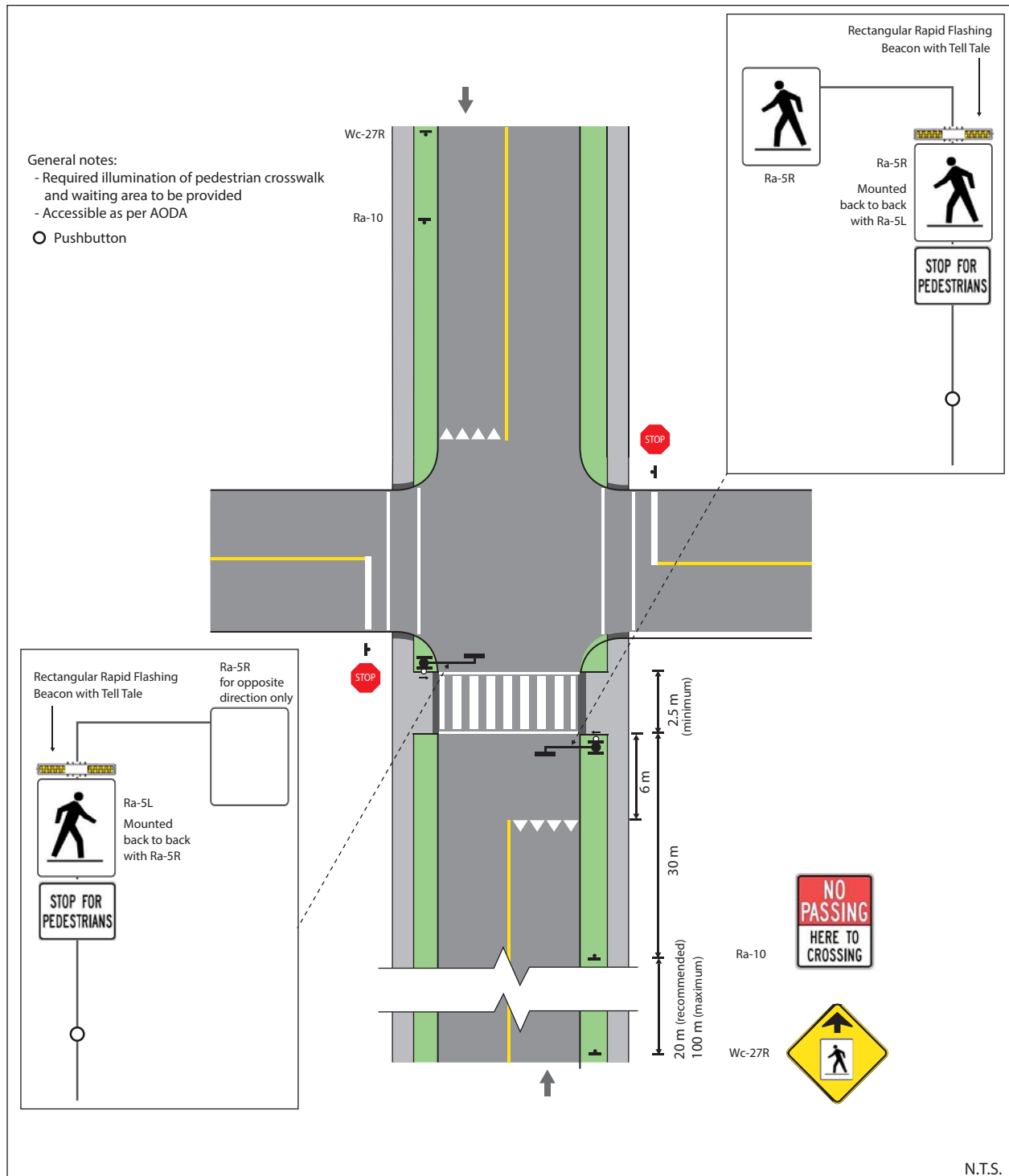
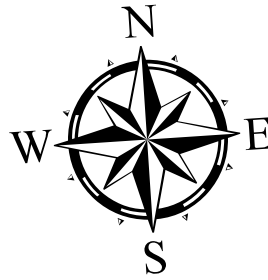


Figure 27: Pedestrian Crossover Level 2 Type B – Intersection (2-way)

Existing School Crossing Guard Locations

No.	Crossing Guard Location	Speed Limit	Type of Intersection	Elementary Schools in Close Vicinity	Address of School
1	Lesperance Rd @ Arbour St	50 km/h Lesperance Rd.	Fully signalized	St. Antoine	1317 Arbour St
		40 km/h Arbour St.			
2	Tecumseh Rd @ Arlington Blvd	40 km/h Tecumseh	3-way stop	DM Eagle	14194 Tecumseh Rd
		40 km/h Arlington			
3	Tecumseh Rd @ Estate Pk	40 km/h Tecumseh Rd.	Minor Rd stop	DM Eagle	14194 Tecumseh Rd
		50 km/h Estate Pk.			
4	Lesperance Rd @ St. Thomas St	50 km/h Lesperance Rd.	Minor Rd stop	St. Pius	644 Lacasse Blvd
		40 km/h St. Thomas St.		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas
5	Lacasse Blvd @ St. Thomas St	40 km/h Lacasse Blvd.	4-way stop	St. Pius	644 Lacasse Blvd
		40 km/h St. Thomas St.		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas
6	Lacasse Blvd @ Clapp St	40 km/h Lacasse Blvd.	3-way stop	St. Pius	644 Lacasse Blvd
		50 km/h Clapp		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas
7	St. Thomas @ Michael St	40 km/h St. Thomas St.	4-way stop	St. Pius	644 Lacasse Blvd
		40 km/h Michael St.		AV Graham	815 Brenda Cres
				Ste. Marguerite	13025 St. Thomas

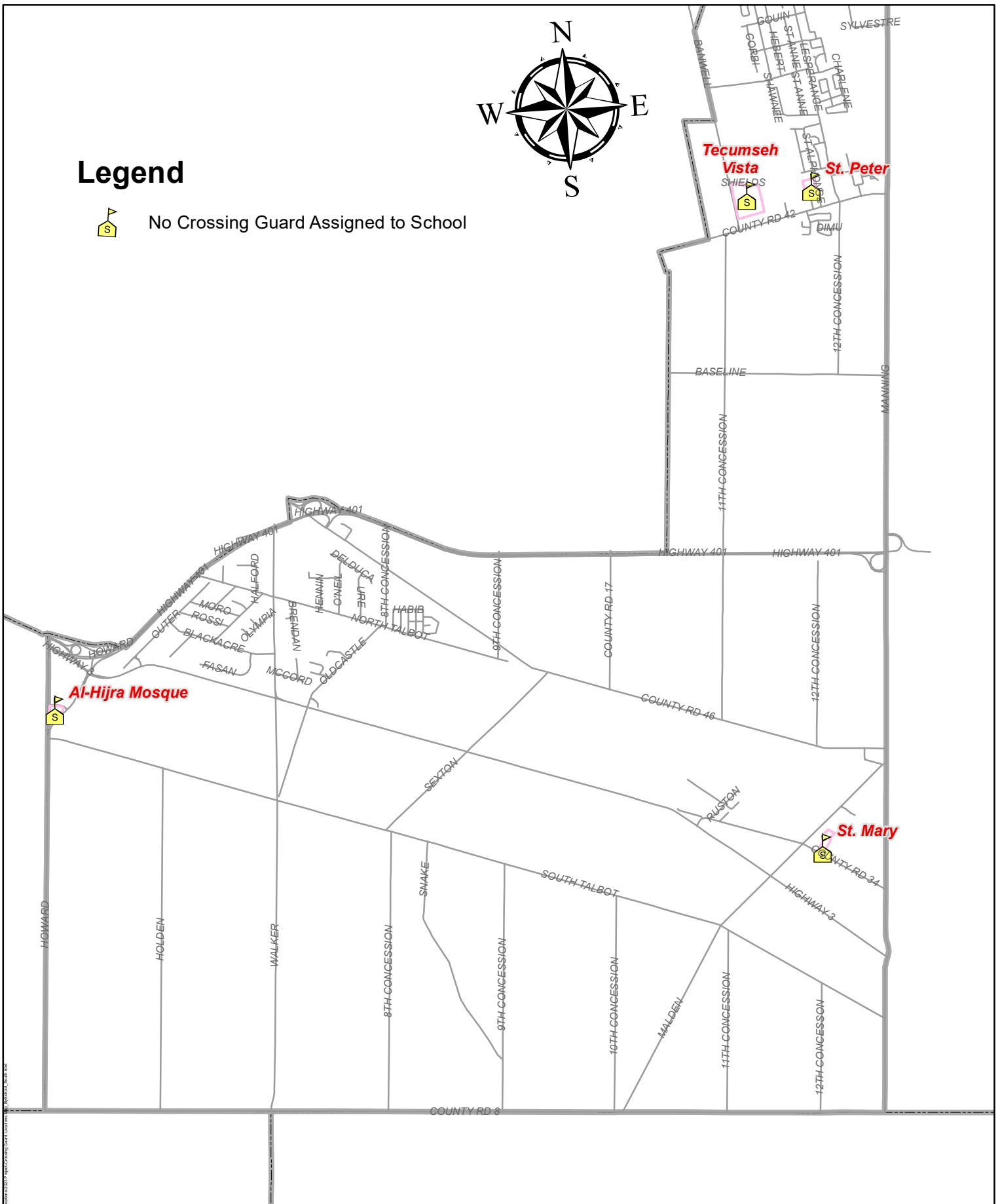




Legend



No Crossing Guard Assigned to School



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TOWN OF
Tecumseh
ONTARIO · CANADA

Work Done:	Author:
	<INSERT NAME>
	Date: 2023-12-05
	Scale: NTS

Crossing Guard Locations
Town of Tecumseh Schools

PROJECT No.
SHEET No. 2

The Corporation of the Town of Tecumseh

By-Law Number 2024-038

Being a by-law to authorize the execution of amending Encroachment Agreement between The Corporation of the Town of Tecumseh and Brotto Investments Inc.

Whereas Brotto Investments Inc is the owner of certain Lands (1125 Lesperance Road) and premises in the Town of Tecumseh (Town);

And whereas Brotto Investments Inc. has entered into an Encroachment Agreement with The Corporation of the Town of Tecumseh (Corporation) for permission to create and therefore continue one or more encroachments of the public highway known as Lesperance Road on August 8, 2017 (Original Encroachment Agreement);

And whereas Brotto Investments Inc as applied to the Corporation for permission to amend Schedule B of the Encroachment Agreement for a seasonal patio;

And whereas Brotto Investments Inc. and the Town are desirous of entering into an amending the Encroachment Agreement pertaining to the Corporation's right-of-way;

And whereas under Section 5 of the *Municipal Act, 2001, S.O. 2001, c.25*, the powers of a municipality shall be exercised by it's 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 and they are hereby authorized and empowered to execute an amending Encroachment Agreement between The Corporation of the Town of Tecumseh and Brotto Investments Inc. dated 23rd day of April 2024, and that Schedule B to the Original Encroachment Agreement be removed and replaced in its entirety and replaced with the revised Schedule B, a copy of which amending Encroachment Agreement is attached as hereto and forms part of this by-law and to do so such further and other acts which may be necessary to implement the said amending Encroachment Agreement.
2. **And that** this by-law shall come into force and effect upon the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 23rd day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

This Agreement made in triplicate, this 23 day of April, 2024

Between:

The Corporation of the Town of Tecumseh
(hereinafter called the "Town" of the "First Part"

- and -

Brotto Investments Inc.
(hereinafter called the "**Licensee**" of the "**Second Part**"

WHEREAS:

1. the Licensee is the registered owner of certain lands and premises in the Town of Tecumseh, in the County of Essex and Province of Ontario, more particularly described in Schedule "A" annexed hereto and forming part of this agreement (the Licensee Lands"); and
2. the Licensee entered into an agreement made August 8, 2017 with the Town (herein "the Encroachment Agreement") governing the terms of permission granted by the Town to the Licensee to occupy a portion of the Town's municipal right-of-way for the purposes of a seasonal outdoor patio benefitting the Licensee Lands notice of which agreement was registered on title as CE790806 on September 1, 2017;
3. the parties with to amend the terms of the Encroachment Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. The Patio Site Plan attached as Schedule B to the Agreement is hereby replaced with a new Schedule B which has been signed or initialed by the parties and is on file with the Municipality. A reduced copy of this schedule is annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require without invalidating the effect thereof.
2. The Licensee acknowledges and agrees that no items from any of the proposed outdoor patios contemplated by the new Schedule B can be mounted/drilled/affixed into the concrete.
3. The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.
4. It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this Agreement.
5. The Licensee covenants and agrees to maintain the said encroachment in good working order and to maintain same in compliance with this Agreement and compliance with all applicable laws and regulations.
6. Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:
 - a. *Prepared this agreement or any part of it; or*
 - b. *Seeks to rely on this agreement or any part of it."*

7. It is recommended that the Licensee obtain independent legal advice prior to signing this agreement. Accordingly the Licensee acknowledges:
- 1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
 - 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

THE PARTIES HERETO have executed and delivered this agreement as of the day and year first hereinbefore written.

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara, Mayor

Per: _____
Robert Auger, Director Legislative
and Clerk Services

We have authority to bind the Corporation

Brotto Investments Inc.

Per: _____
Christian Lefave, President

I have authority to bind the Corporation

C:\Users\kbaggio\AppData\Local\Temp\By-Law 2024-038 Attachment 1 Agreement
1125 Lesperance Road.docx

SCHEDULE "A"
Legal Description

PIN: 01597-0322

Part Lot 13 Plan 468 Sandwich East as in R663494; Tecumseh
1125-1141 Lesperance Road, Tecumseh, ON



The Corporation of the Town of Tecumseh

By-Law Number 2024-039

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Total Source Contracting for the Construction Services for the Lesperance Trail

Whereas Total Source Contracting was awarded the tender for Construction Services for the Lesperance Trail (Project) as presented in Report PWES-2024-24 Lesperance road Trail (CR22 to CR42) Tender Award at the April 23, 2024 Regular Council Meeting;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Total Source Contracting 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 Total Source Contracting dated 23th 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.

Read a first, second, third time and finally passed this 23rd day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk



Stipulated Price Contract
between
Owner and Contractor

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This Agreement made on the 23rd day of April 2024,

Between:

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

-and-

Total Source Contracting
(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
Lesperance Road Trail (County Road 22 to County Road 42)
located at
West side of Lesperance Road from County Road 22 to County Road 42
for which the *Agreement* has been signed by the parties and for which
Dillon Consulting Ltd. 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* on a date to be agreed to between the parties hereto as set out in the Tender, subject to adjustment in *Contract Time* as provided for in the *Contract Documents* and attain *Ready-for-Takeover* on or before one hundred ten (110) *Working Days* from the agreed commencement date.

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
- Tender

Article 4 – Contract Price

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

One Million Nine Hundred Ninety-Six Thousand Two Hundred Four ----- 74/100 dollars	\$1,996,204.74
--	----------------

4.2 *Value Added Taxes* (of 1.76%) payable by the *Owner* to the *Contractor* are:

Thirty-Five Thousand One Hundred Thirty-Three--21/100 dollars	\$35,133.21
---	-------------

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

Two Million Thirty-One Thousand Three Hundred Thirty-Seven ----- 95/100 dollars	\$2,031,337.95
---	----------------

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: Phil Bartnik
 917 Lesperance Road, Tecumseh, Ontario N8N 1W9
 pbartnik@tecumseh.ca

Contractor Total Source Contracting
 Attention: Pete Letkeman
 341 Talbot Street North, Essex, Ontario N8M 2X5
 pete@totalsourcecontracting.com

Consultant Dillon Consulting Limited
 Attention: Dean Rice
 3200 Deziel Drive, Suite 608, Windsor, Ontario N8W 5K8
 drice@dillon.ca

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.

Total Source Contracting

Per: _____
Name: Pete Letkeman
Title: President

I/We 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 2024-040

Being a by-law to authorize the execution of an Facility Use Agreement between The Corporation of the Town of Tecumseh and St. Clair College

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of the Bert Lacasse Baseball Stadium (Facility) located at 590 Lacasse Boulevard in Tecumseh, Ontario;

And whereas St. Clair College (User) desires to use the Facility for the purposes contain herein the Facility Use Agreement;

And Whereas the User additionally wishes to make a one-time Financial Contribution in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Town in support of the Bert Lacasse Baseball Stadium Refurbishment Project;

And whereas the User and the Town are desirous of entering into an Agreement providing for the Financial Contribution and the use of the Facility for a 10 year term commencing on May 1, 2024 to April 30, 2034 subject to such extensions as may be allowed under the Agreement;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and St. Clair College for the term May 1, 2024, to April 30, 2034, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 23rd day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk



Facility Use Agreement

St. Clair College

Bert Lacasse Baseball Stadium



Facility Use Agreement

This Agreement made as of the 24th day of April 2024,

Between:

The Corporation of the Town of Tecumseh
(hereinafter the "**Town**")

Of the First Part

-and-

St. Clair College
(hereinafter the "**User**")

Of the Second Part

Whereas the Town is the registered owner of the Bert Lacasse Baseball Field lands legally described as Part Lots 154 and 155, Concession 1 and municipally known as 590 Lacasse Boulevard, Tecumseh together with the structures thereon (collectively the "**Facility**");

And Whereas the User desires to use the Facility for the purposes herein contained

And Whereas the User additionally wishes to make a one-time Financial Contribution in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Town in support of the Bert Lacasse Baseball Stadium Refurbishment Project;

Now Therefore, in consideration of the mutual covenants and conditions herein contained, the Town and the User agree as follows:

1. Use of Property

The Town hereby agrees to permit the User to utilize the Facility. The User shall not have the right to use any other property of the Town not included in this Agreement unless the User shall have obtained the prior written authorization of the Town in that regard. **No possessory rights are granted to the User and in no event shall this Agreement be deemed to be a lease between the Town and the User. In permitting the use of the Facility as provided in this Agreement, the Town does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the said Facility and the safety of the public.**



2. Term

The term of this Agreement shall be for a period of ten (10) years ("**Term**") commencing on the 1st day of May 2024 and ending on the 30th day of April 2034. Provided the User is not in default hereunder, the User shall have the option to renew the Agreement for two further terms of five (5) years each renewal period on the same terms and conditions herein upon the delivery of written notice no later than six (6) months prior to the expiration of the current term.

Should the User maintain occupancy of the Facility following the expiration of the Term of this Agreement or any renewal thereof and the Town accepts payment of the fee set forth in this Agreement following such expiration, the term of this Agreement shall be deemed to continue on a month to month basis until termination in accordance with this Agreement and such continuing term shall be subject to the covenants and terms of this Agreement save and except any change to the fees as required by the Town.

3. Operating Fees

The User shall pay to the Town an annual amount of up to Ten Thousand Dollars (\$10,000.00) (the "**Annual Operating Amount**") to support operations, payment of which is due on or before the 1st day of May in each year of the term of this Agreement or any permitted renewal.

The Annual Operating Amount shall be determined based on the estimated annual use schedule of the Facility, which shall be provided to the Town on or before the 1st day April in each year of this Agreement or any permitted renewal.

4. Use Reservation

- a. The Town and the User acknowledge that Tecumseh Baseball Club is responsible for all scheduling of events at the Facility.
- b. On or before the 1st day of April in each year of this Agreement, the User shall provide to the Town and Tecumseh Baseball Club a schedule of events in which reservation of the Facility is required for that year. If received by such date, Tecumseh Baseball Club shall make best efforts to confirm such Facility reservation dates.

The User will make best efforts to provide its schedule of events (games, workouts, practices, try-outs, tournaments etc.) within the timeframe noted herein above. In the event the User is unable or fails to provide its schedule of events within the timeframe herein, the Town may negotiate the availability of the Facility with other user groups. The User shall hold



the Town harmless from any liability or losses related to the unavailability of the Facility in this regard.

- c. Schedules of events (games, workouts, practices, try-outs, tournaments etc.) will be based on mutual agreement between the Town and both Tecumseh Baseball Club and St. Clair College Athletics, taking into account the requirements of a college varsity program and semi-professional league.

5. Rules

The User shall abide by and obey all laws, by-laws, rules, and regulations of the Town, the Province of Ontario, and the Government of Canada, as amended from time to time. The User shall comply with all rules and regulations now and hereinafter established by the Town with respect to the use of the Facility, including the policies, rules, and regulations associated with this Agreement, as amended from time to time.

6. Town Responsibilities

The Town shall be responsible for the payment of utilities, including gas, electricity, and water, as they come due.

7. User Responsibilities

a. Events/Activities

- i. The User shall have the sole responsibility of managing and supervising all events/activities it undertakes pursuant to the rights under this Agreement, and without limiting the generality of the foregoing, shall not under any circumstances:
 - use or permit the Facility to be used for any unlawful purpose;
 - commit or allow to be committed any waste upon the Facility; and
 - use or permit the Facility to be used contrary to the provisions hereof.
- ii. The User shall have the sole responsibility for the supervision, control and safety of all persons entering the Facility or attending a function of the User including, but not limited to, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted, planned, conducted, and/or sponsored by the User.



- iii. The User shall have the sole responsibility for cancelling events/activities and, where applicable, clearing the grounds/Facility in the event of lightning or other inclement weather conditions or other dangerous/unsafe condition(s). The User further agrees to ensure that no events/activities will take place when the conduct of same may cause damage or injury to the grounds/Facility, participants, attendees, etc.

b. Maintenance and Use Activities

Except as otherwise specifically provided for herein, the User shall be responsible for all maintenance (keeping the Facility in good repair and condition) and use activities associated with its rights under this Agreement, including but not limited to:

- i. providing qualified officials;
- ii. ensuring all players wear the appropriate sport specific protective equipment, as well as educating players/attendees of appropriate behaviour and any rules that may apply etc.;
- iii. regular pick-up of trash after each event, which is to be placed in receptacles provided by the Town; and
- iv. reporting incidents/accidents in a timely manner.

c. Damages

- i. The User shall be responsible for any damage to the Facility caused by the User, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, and participants in or at any event or activity of the User whether hosted, planned, conducted, and/or sponsored.
- ii. The User shall ensure the Facility and its grounds are thoroughly inspected prior to use to ensure safe conditions and the User will ensure the grounds are not used until any identified unsafe conditions are rectified. The User shall immediately report all unsafe conditions to the Town and shall undertake appropriate interim safety measures and/or repairs until such time as the Town can respond. The User shall file a written incident report for each incident with the Town on the next business day following the occurrence or the discovery of the unsafe condition. The User acknowledges that the Town does not provide any representations or warranties or other assurances regarding the suitability of the Facility for use by the User.



8. Insurance

- a. The User shall at its own expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Town, which insurance shall be underwritten by an insurer licensed to conduct business in Ontario and include, but not be limited to, the following:
 - i. a limit of liability of not less than Five ion Dollars (\$5,000,000.00) per occurrence;
 - ii. the Town named as an “Additional Insured;”
 - iii. a provision for cross liability and severability; and
 - iv. 30 days prior notice of cancellation of the policy provided in writing to the Town.
- b. A certificate of insurance evidencing the above shall be provided to the Town prior to use of the Facility and upon each renewal during the term of this Agreement.
- c. Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this Agreement unless the User is able to provide reasoning acceptable to the Town.

9. Indemnification

- a. The User agrees to save harmless and keep indemnified the Town, its elected and appointed officers, volunteers, agents and employees, in connection with all losses, claims, demands, judgments, loss, liabilities, damages, costs, and expenses (including attorneys’ fees) in connection with, on account of or arising from: (a) any failure by the User to perform its obligations hereunder, or (b) any accident, injury, or damage to person or property on or about the grounds/Facility or otherwise arising out of or relating to the use of the grounds/Facility by the User, or any of its staff, volunteers, members, participants or invitees. In no event shall the Town be liable for an accident, injury or damage to person or property in, or about the grounds/Facility or otherwise relating to use of the grounds/Facility by the User or any of its staff, volunteers, members, participants, or invitees.
- b. The Town shall not be liable for any injury or damage to the User, its agents, employees, participants, or invitees as to any of its property while in the Facility, regardless of the cause of such injury or damage, except



when such injury or damage caused by the negligence of the Town, its agents, employees or by breach by the Town of its obligations hereunder.

- c. Where a third-party claim is made, the Town may refer the matter to the User for resolution provided that:
 - i. the Town, its elected officials, officers, servants, and agents are indemnified of, from and against all liabilities, losses, claims, actions, damages (including without limitation lost profits, consequential damages, interest, penalties, fines, and monetary sanctions) and costs which may be sustained by the User as a consequence of such referral; and
 - ii. progress reports are provided to the Town upon demand; and
 - iii. the Town reserves the right to take carriage of the third-party claim at any time without prejudice to the above.
- d. No Crown Liability
 - i. The remedies, recourse or rights of the Town shall be limited to the rights, title, and interest of the User and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time.
 - ii. Subject to the provisions of this Section 9(d), the Town unconditionally and irrevocably waives and releases all other claims, remedies, recourse, or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse, or rights in respect of the Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the User and its assets.
 - iii. The User's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the total value of this Agreement. The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The User acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.



- iv. Without limiting the generality of the foregoing, the Town acknowledges and agrees that no term of this Agreement shall be interpreted, enforced nor shall it have the effect of creating or constituting a financial arrangement, financial commitment, guarantee, indemnity, or similar transaction that would increase, directly or indirectly, the indebtedness or contingent liabilities of Ontario, pursuant to the *Financial Administration Act*, R.S.O 1990, c. F.12, and to the extent that any term hereof would have such effect, the Town hereby waives, disclaims, surrenders and releases its rights under such term.
- v. The Town agrees that, in the event of a conflict between this section 9(d) and any other section in this Agreement, this section shall be paramount and prevail over every other section of this Agreement.

10. Sponsorship Recognition

In recognition of the one-time Financial Contribution being provided by the User in support of the refurbishment project of the Bert Lacasse Baseball Stadium, the Town hereby grants to the User the right to install signage ("**Recognition Signage**") noting the sponsorship on the following terms and conditions:

- a. The terms and conditions of this section of this Agreement shall constitute an agreement in accordance with the Town's Corporate Grants, Sponsorships, and Naming Rights Policy No. 72, as amended or replaced from time to time.
- b. The term of the agreement for Recognition Signage shall run concurrently with the term of this Agreement or any renewals thereof and shall end on the termination of this Agreement.
- c. Recognition Signage is hereby granted on:
 - i. the main entry of the baseball field;
 - ii. the home dugouts of the baseball field;
 - iii. the park entry;
 - iv. the scoreboard;
 - v. the practice field new landscaping feature; and
 - vi. entry plaza new landscaping feature for entry into the baseball park from Lacasse Boulevard.



- d. The design and location of the Recognition Signage shall be agreed to between the Town and the User, including any sign replacement from time to time during the term of this Agreement.
- e. All costs associated with the design, installation, maintenance, or replacement of any sponsorship Recognition Signage shall be at the expense of the User.

11. Entry Upon Default and Termination

- a. In the event the User:
 - i. Fails to make any payment required under this Agreement;
 - ii. Becomes insolvent or its equipment is seized by a creditor; and/or
 - iii. Breaches any covenant, term, or condition of this Agreement; then

Town may proceed to notify the User of such default. In the event the the default is not remedied within sixty (60) days, the Town may, in addition to any other rights or remedies, terminate this Agreement, re-enter, and take vacant possession of the Facility or any part thereof without further notice. In such event, the obligations and covenants of the User shall survive termination of the Agreement. The Town shall, after taking possession, be at liberty to dispose of all property removed by the Town without accounting for its value and otherwise enforce all covenants and obligations of the User. Either party may terminate this Agreement at any time or for convenience by providing the other party ninety (90) days notice in writing of termination.

12. Chattels

- a. Subject to section (b) below, all articles of personal property, equipment and furniture owned by the User or installed by the User in the Facility at the User's expense shall remain the property of the User and may be removed by the User at any time during the term of this Agreement, provided that the User, at its own expense, shall repair any damage to the Facility or to the buildings caused by such removal or by the original installation.
- b. All fittings, fixtures, and other appurtenances shall at the expiration of the term of this Agreement become the property of the Town. Town maintenance equipment allocated to the Facility shall remain the property of the Town. All erections, additions and fixed improvements erected on the Facility by the User shall become the property of the Town.



13. No Waiver

The past practice or failure of the Town to require strict compliance with this Agreement or to use any right or option hereunder shall not be considered as a waiver for the future of any such right, and no waiver shall be inferred from or implied by anything done or omitted by the Town unless it is communicated in writing. The acceptance of any fee or the performance of any obligation hereunder by a person other than the User, shall not be considered as an admission by the Town of any right, title, or interest of such person as a sub-tenant, assignee, transferee, or otherwise in the place instead of the Town.

14. Assignment

This Agreement may not be assigned.

15. Notices and Other Communications

Service of all notices or communications under this Agreement will be validly effected if sent by registered mail as follows:

To the Town: The Corporation of the Town of Tecumseh
 Attention: Director Legislative Services and Clerk
 917 Lesperance Road, Tecumseh, Ontario N8N 1W9

To the User: St. Clair College
 Attention: VP, International Relations, Campus Development and
 Student Services
 2000 Talbot Road West, Windsor, Ontario N0A 6S4
 rseguin@stclaircollege.ca

16. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.

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



The undersigned have read, and on behalf of the User, agrees to be bound by the Agreement and all applicable policies, procedures, laws, by-laws, and regulations of the Corporation of the Town of Tecumseh and hereby warrants and represents executing this Agreement on behalf of the User and has sufficient power, authority, and capacity to bind the User with his/her signature.

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.

St. Clair College

Per: _____
Name: Patti France
Title: President

I have authority to bind.



The Corporation of the Town of Tecumseh

By-Law Number 2024-041

Being a by-law to authorize the execution of an Facility Use Agreement between The Corporation of the Town of Tecumseh and Tecumseh Baseball Club

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of the Bert Lacasse Baseball Stadium (Facility) located at 590 Lacasse Boulevard in Tecumseh, Ontario;

And whereas Tecumseh Baseball Club (User) desires to use the Facility for the purposes contain herein the Facility Use Agreement;

And Whereas the User additionally wishes to make a one-time Financial Contribution in the amount of One Hundred Thousand Dollars (\$100,000.00) to the Town in support of the Bert Lacasse Baseball Stadium Refurbishment Project;

And whereas the User and the Town are desirous of entering into an Agreement for the provision of Financial Contribution and the use of the Facility for a 10 year term commencing on May 1, 2024 to April 30, 2034 and subject to such extensions as may be provided by the Agreement;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Tecumseh Baseball Club for the term May 1, 2024, to April 30, 2034, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 23rd day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk



Operating Agreement

Tecumseh Baseball Club

Bert Lacasse Baseball Stadium



Operating Agreement

This Agreement made as of the 24th day of April 2024,

Between:

The Corporation of the Town of Tecumseh
(hereinafter the "**Town**")

Of the First Part

-and-

Tecumseh Baseball Club
(hereinafter the "**User**")

Of the Second Part

Whereas the Town is the registered owner of the Bert Lacasse Baseball Field lands legally described as Part Lots 154 and 155, Concession 1 and municipally known as 590 Lacasse Boulevard, Tecumseh together with the structures thereon (collectively the "**Facility**");

And Whereas the User desires to use the Facility for the purposes herein contained;

And Whereas the User has previously agreed to make a Financial Commitment to the Town of a contribution of One Hundred Thousand (\$100,000.00) Dollars to the Town's 2023/2024 upgrades to the Facility's grandstand, such upgrades as acknowledged by the parties hereto and such Financial Commitment to be made pursuant to the Terms and conditions of this Agreement.

Now Therefore, in consideration of the mutual covenants and conditions herein contained, the Town and the User agree as follows:

1. Use of Property

The Town hereby agrees to permit the User to utilize the Facility. The User shall not have the right to use any other property of the Town not included in this Agreement unless the User shall have obtained the prior written authorization of the Town in that regard. **No possessory rights are granted to the User and in no event shall this Agreement be deemed to be a lease between the Town and the User. In permitting the use of the Facility as provided in this Agreement, the Town does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the said Facility and the safety of the public.**



2. Term

Subject to the provisions of this agreement, the term of this Agreement shall be for a period of ten (10) years commencing on the 1st day of May 2024 and ending on the 30th day of April 2034. Provided the User is not in default hereunder, the User shall have the option to renew the Agreement two further times for a period of five (5) years each renewal period on the same terms and condition herein upon the delivery of written notice no later than six (6) months prior to the expiration of the current term.

Should the User maintain occupancy of the Facility following the expiration of the term of this Agreement or any renewal thereof and the Town accepts payment of the license fee set forth in this Agreement following the expiration of the term of this Agreement or any renewal thereof, the term of this Agreement shall continue on a month to month basis and shall be subject to the covenants and terms of this Agreement save and except any change to the fees as required by the Town.

3. License Fees

The User shall pay to the Town the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) per year for the licence of the Facility, which payment is due and payable on the 1st day of March in each year of the term of this Agreement or any permitted renewal and continuing until such time that the \$100,000 Financial Commitment contribution for the 2023/2024 grandstand upgrades is paid off in full by the User. After payment in full of the Financial Commitment the sum of a \$1 annual license fee shall be applicable going forward during each year of this Agreement.

4. Rules

The User shall abide by and obey all laws, by-laws, rules, and regulations of the Town, the Province of Ontario, and the Government of Canada, as amended from time to time. The User shall comply with all rules and regulations now and hereinafter established by the Town with respect to the use of the Facility, including the policies, rules, and regulations associated with this Agreement, as amended from time to time.

5. Town Responsibilities

- a. The Town shall be responsible for the payment of utilities, including gas, electricity, and water, as they come due.

6. User Responsibilities

- a. Events/Activities
 - i. The User shall have the sole responsibility of managing and supervising all events/activities it undertakes pursuant to the rights under this



Agreement, and without limiting the generality of the foregoing, shall not under any circumstances:

- use or permit the Facility to be used for any unlawful purpose;
 - commit or allow to be committed any waste upon the Facility; and
 - use or permit the Facility to be used contrary to the provisions hereof.
- ii. The User shall have the sole responsibility for the supervision, control and safety of all persons entering the Facility or attending a function of the User including, but not limited to, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted, planned, conducted, and/or sponsored by the User.
- iii. The User shall have the sole responsibility for cancelling events/activities and, where applicable, clearing the grounds/Facility in the event of lightning or other inclement weather conditions or other dangerous/unsafe condition(s). The User further agrees to ensure that no events/activities will take place when the conduct of same may cause damage or injury to the grounds/Facility, participants, attendees, etc.

b. Maintenance and Use Activities

Except as otherwise specifically provided for herein, the User shall be responsible for all maintenance (keeping the Facility in good repair and condition) and use activities associated with its rights under this Agreement, including but not limited to:

- i. field lining and maintenance of lines;
- ii. providing qualified officials
- iii. ensuring all players wear the appropriate sport specific protective equipment, as well as educating players/attendees of appropriate behaviour and any rules that may apply etc.;
- iv. regular pick-up of trash after each event, which is to be placed in receptacles provided by the Town;
- v. cleaning of washrooms, floors, walls, doors, windows, stairways, risers, grandstand, and all furniture; The Town will budget yearly to include every Monday morning for the town's contracted company to do a weekly clean



from May 1st to October 30th of the interior grandstand areas.(press box, locker room / training room below and public washrooms)

- vi. operation, maintenance, storage, and security of equipment at the Facility and the returning of the Facility back to general conditions of cleanliness and repair at the end of each season;
- vii. ground maintenance, including grass cutting, trimming, watering, and fertilizing;
- viii. maintenance of infield, dugouts, backstops, and fences; and
- ix. reporting incidents/accidents in a timely manner.

c. Structural Repairs and Improvements/Renovations

- i. Subject to the approval of the Town and permits being obtained and work carried out in a safe manner, the Town shall be responsible for maintenance, repair, and/or replacement of structural elements requiring capital repair or replacement, including but not limited to heating systems, cooling systems, electrical equipment, buildings, risers, grandstands, and roofs.
- ii. The User shall make such repairs at its own cost as may be required for the purpose of its use of the Facility.
- iii. Improvements or renovations which exceed the cost of Five Thousand Dollars (\$5,000.00) must first be approved by the Town in writing and shall be at the User's expense. All such improvements or renovations become the property of the Town, including repairs or replacements of lighting systems.
- iv. On the 1st day of May 2024 and on the anniversary thereof in each year of the term of the Agreement, the User shall provide the Director Community and Recreation Services a five (5) year capital upgrade renovation plan. The proposed plan will allow the Director Community and Recreation Services the opportunity to include any financial request from the Town for capital improvements/renovations in the annual budget for consideration and approval by Town Council.

d. Damages

- i. The User shall be responsible for any damage to the Facility caused by the User, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, and participants in or at any



event or activity of the User whether hosted, planned, conducted, and/or sponsored.

- ii. The User shall ensure the Facility and its grounds are thoroughly inspected prior to use to ensure safe conditions and the User will ensure the grounds are not used until any identified unsafe conditions are rectified. The User shall immediately report all unsafe conditions to the Town and shall undertake appropriate interim safety measures and/or repairs until such time as the Town can respond. The User shall file a written incident report for each incident with the Town on the next business day following the occurrence or the discovery of the unsafe condition. The User acknowledges that the Town does not provide any representations or warranties or other assurances regarding the suitability of the Facility for use by the User.

7. Concessions

The User shall have the exclusive right to operate concessions at the Facility on its own behalf and by way of concession agreement, provided same is in accordance with all Town policies and guidelines. The User shall not permit the possession or consumption of alcoholic beverages in the Facility, except in accordance with the applicable Town policies and legislation.

8. Use of Facility by Others

- a. The User shall make the Facility available for use by other leagues, clubs, community groups or associations/organizations during those times the Facility is not in use by the User or St. Clair College.
- b. The User shall submit to the Director Community and Recreation Services no later than the fifteenth (15th) day of December in each year of the term of this Agreement, a schedule of fees and charges it proposes to utilize in the following calendar year for others use of the Facility. The proposed schedule of fees and charges shall be consistent, and the User shall only charge those fees and charges as may be approved by the Chief Administrative Officer. The User shall at all times adhere to the schedule of fees in granting use to others, but may apply to the Chief Administrative Officer, at any time, for an increase if circumstances require an increase in fees.

9. Insurance

- a. The User shall at its own expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Town, which insurance shall be underwritten by an insurer licensed to conduct business in Ontario and include, but not be limited to, the following:



- i. a limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
 - ii. the Town named as an “Additional Insured;”
 - iii. a provision for cross liability and severability; and
 - iv. 30 days prior notice of cancellation of the policy provided in writing to the Town.
- b. A certificate of insurance evidencing the above shall be provided to the Town prior to use of the Facility and upon each renewal during the term of this Agreement.
 - c. Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this Agreement.

10. Indemnification

- a. The User agrees to save harmless and keep indemnified the Town, its elected and appointed officers, volunteers, agents and employees, in connection with all losses, claims, demands, judgments, loss, liabilities, damages, costs, and expenses (including attorneys’ fees) in connection with, on account of or arising from: (a) any failure by the User to perform its obligations hereunder, or (b) any accident, injury, or damage to person or property on or about the grounds/Facility or otherwise arising out of or relating to the use of the grounds/Facility by the User, or any of its staff, volunteers, members, participants or invitees. In no event shall the Town be liable for an accident, injury or damage to person or property in, or about the grounds/Facility or otherwise relating to use of the grounds/Facility by the User or any of its staff, volunteers, members, participants, or invitees.
- b. The Town shall not be liable for any injury or damage to the User, its agents, employees, participants, or invitees as to any of its property while in the Facility, regardless of the cause of such injury or damage, except when such injury or damage caused by the negligence of the Town, its agents, employees or by breach by the Town of its obligations hereunder.
- c. Where a third-party claim is made, the Town may refer the matter to the User for resolution provided that:
 - i. the Town, its elected officials, officers, servants, and agents are indemnified of, from and against all liabilities, losses, claims, actions, damages (including without limitation lost profits, consequential damages, interest, penalties, fines, and monetary sanctions) and costs which may be sustained by the User as a consequence of such referral; and



- ii. progress reports are provided to the Town upon demand; and
- iii. the Town reserves the right to take carriage of the third-party claim at any time without prejudice to the above.

11. Advertising

- a. The terms and conditions of this section of this Agreement shall constitute an agreement in accordance with paragraph 2.8 of the Town's Sign By-Law No. 2004-66, as amended or replaced from time to time.
- b. Subject to the conditions of and approval of the Director Community and Recreation Services, the User shall be permitted to install signs that may or may not otherwise conform to the requirements of the Town's Sign By-Law without any further approval or permit.
- c. The User may, whether on its own behalf or by way of an advertisement agreement, be permitted to sell and display advertisement signage within the Facility subject to the conditions of and approval of the Director Community and Recreation Services. The terms and conditions of sale for any advertisement signage sold by the User or its agent shall be approved by the Town. The display period for any advertisement sold by the User or its agent shall not extend beyond the term of this Agreement or any renewal thereof. The revenues generated from the sale of advertisement signage shall be used solely for capital improvements to the Facility.
- d. The User and the Town confirm the existing lighted sign above the concession stand has been previously approved in accordance with this Agreement and section herein.
- e. Any signage installed without the prior approval of the Director Community and Recreation Services or installed in violation of a condition of the Director Community and Recreation Services, whether verbal or written, may be removed, and disposed of without notice.
- f. Notwithstanding anything herein contained or otherwise and any verbal or written consents provided previously, now or in the future by the Town from time to time, the Town may remove and store or dispose of any signs (including advertising signs) placed on or in the Facility should the Town, in its sole and absolute discretion, deem necessary.

12. Entry Upon Default and Termination

- a. In the event the User:
 - i. Fails to make any payment required under this Agreement;



- ii. Becomes insolvent or its equipment is seized by a creditor; and/or
- iii. Breaches any covenant, term, or condition of this Agreement; then

Town may proceed to notify the User of such default. In the event the the default is not remedied within sixty (60) days, the Town may, in addition to any other rights or remedies, terminate this Agreement, re-enter, and take vacant possession of the Facility or any part thereof without further notice.

The Town shall, after taking possession, be at liberty to dispose of all property removed by the Town without accounting for its value and otherwise enforce all covenants and obligations of the User.

Either party may terminate this Agreement at any time by providing the other party ninety (90) days notice in writing of termination.

In the event the User dissolves their non-profit corporation or organization, or this Agreement is otherwise terminated for any reason thereof the User agrees that the obligations and covenants of the User under this Agreement and in particular the Financial Commitment or that portion of the Financial commitment still outstanding shall survive any termination of the Agreement.

13. Chattels

- a. Subject to section (b) below, all articles of personal property, equipment and furniture owned by the User or installed by the User in the Facility at the User's expense shall remain the property of the User and may be removed by the User at any time during the term of this Agreement, provided that the User, at its own expense, shall repair any damage to the Facility or to the buildings caused by such removal or by the original installation.
- b. All fittings, fixtures, and other appurtenances shall at the expiration of the term of this Agreement become the property of the Town. Town maintenance equipment allocated to the Facility shall remain the property of the Town. All erections, additions and fixed improvements erected on the Facility by the User (excluding the batting cage) shall become the property of the Town.

14. No Waiver

The past practice or failure of the Town to require strict compliance with this Agreement or to use any right or option hereunder shall not be considered as a waiver for the future of any such right, and no waiver shall be inferred from or implied by anything done or omitted by the Town unless it is communicated in writing. The acceptance of any fee or the performance of any obligation hereunder by a person other than the User, shall not be considered as an admission by the Town of any right, title, or interest of such person as a sub-tenant, assignee, transferee, or otherwise in the place instead of the Town.



15. Assignment

This Agreement may not be assigned.

16. Notices and Other Communications

Service of all notices or communications under this Agreement will be validly effected if sent by registered mail as follows:

To the Town: The Corporation of the Town of Tecumseh
 Attention: Director Legislative Services and Clerk
 917 Lesperance Road, Tecumseh, Ontario N8N 1W9

To the User: Tecumseh Baseball Club
 c/o 590 Lacasse Boulevard, Gene's Cabin, Bert Lacasse Park
 Tecumseh, Ontario N8N 2C1

 and to: Jamie Kell, President
 309 Lakewood Crescent, Tecumseh, Ontario N8N 0C9

17. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.

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



The undersigned have read, and on behalf of the User, agrees to be bound by the Agreement and all applicable policies, procedures, laws, by-laws, and regulations of the Corporation of the Town of Tecumseh and hereby warrants and represents executing this Agreement on behalf of the User and has sufficient power, authority, and capacity to bind the User with his/her signature.

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.

Tecumseh Baseball Club

Per: _____
Jamie Kell, President

I have authority to bind.



The Corporation of the Town of Tecumseh

By-Law Number 2024-042

Being a by-law to authorize the execution of an Sponsorship Agreement between The Corporation of the Town of Tecumseh and St. Clair College Alumni Association

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of the Bert Lacasse Baseball Stadium (Project) located at 590 Lacasse Boulevard in Tecumseh, Ontario;

And whereas the St. Clair College Alumni Association (Sponsor) wishes to donate funds in support of the refurbishment Project;

And whereas the Town has agreed to the sponsor the right to name certain features of the Bert Lacasse Baseball Stadium in accordance with the Town's Corporate Grants, Sponsorships, and Naming Rights Policy No. 72, as amended;

And whereas the Sponsor and the Town are desirous of entering into an Sponsorship Agreement for a 10 year term commencing on May 1, 2024 to April 30, 2034;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and St. Clair College Alumni Association for the term May 1, 2024, to April 30, 2034, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement

Read a first, second, third time and finally passed this 23rd day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

Sponsorship Agreement

This Agreement made as of the 1st day of May 2024,

Between:

The Corporation of the Town of Tecumseh

(hereinafter referred to as the “**Town**”)

Of the First Part

-and-

St. Clair College Alumni Association

(hereinafter referred to as the “**Sponsor**”)

Of the Second Part

Recitals:

Whereas the Sponsor wishes to donate funds in support of the refurbishment project of the Bert Lacasse Baseball Stadium (the “**Project**”);

And Whereas the Town has agreed to grant to the Sponsor the right to name certain features of the Bert Lacasse Baseball Stadium in accordance with the Town’s Corporate Grants, Sponsorships, and Naming Rights Policy No. 072, as amended or replaced from time to time;

Now Therefore in consideration of the mutual covenants and conditions herein contained, the Town and the Sponsor agree as follows:

1. Payment Terms

The Sponsor shall donate funds in the total amount of Fifty Thousand Dollars (\$50,000.00) (the “**Donated Funds**”) to the Town on or before the 31st day of March 2024.

2. Use of Donated Funds

The Donated Funds shall be utilized for the following purposes in relation to the Project:

- a. Resurfacing of the existing scoreboard.
- b. New landscaping feature at the base of the existing scoreboard.



- c. New landscaping feature at the entryway into the baseball park from Lacasse Boulevard.
- d. Such other ancillary purposes related thereto.

3. **Sponsorship Recognition**

- a. In recognition of the Donated Funds, the Town hereby grants to the Sponsor the right to install signage noting the sponsorship on the following features of the Project:
 - i. the scoreboard;
 - ii. the new landscaping feature at the base of the scoreboard; and
 - iii. the new landscaping feature at the entryway into the baseball park from Lacasse Boulevard (collectively the “**Project Features**”).
- b. The design and location of the signage shall be agreed to between the Town and the Sponsor, including any sign replacement from time to time during the term of this Agreement.
- c. All cost associated with the design, installation, maintenance, or replacement of any sponsorship recognition signage shall be at the expense of the Sponsor.
- d. The terms and conditions of this Agreement shall constitute an agreement in accordance with the Town’s Corporate Grants, Sponsorships, and Naming Rights Policy No. 72, as amended or replaced from time to time.

4. **Term of Agreement**

The term of this Agreement shall be for a period of ten (10) years (“**Term**”) commencing on the 1st day of May 2024 and ending on the 30th day of April 2034. unless terminated earlier in accordance with this agreement.

5. **Default and Termination**

In the event the Sponsor:

- a. fails to make any payment required under this Agreement;
- b. becomes insolvent; and/or
- c. breaches any covenant, term, or condition of this Agreement; then

the Town may proceed to notify the Sponsor of such default. In the event the default is not remedied within sixty (60) days, the Town may, in addition to any other rights or remedies, terminate this Agreement and may remove the



recognition signage and replace it without further notice to the Sponsor. The Town shall, after taking possession, be at liberty to dispose of all property removed by the Town without accounting for its value and otherwise enforce all covenants and obligations of the User.

Either party may terminate this Agreement at any time or for convenience by providing the other party ninety (90) days notice in writing of termination.

6. Indemnification

The Sponsor shall defend, indemnify, and save harmless the Town, its elected officials, officers, employees, and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Sponsor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement.

7. Notices and Other Communications

Service of all notices or communications under this Agreement will be validly effected if sent by registered mail as follows:

To the Town: The Corporation of the Town of Tecumseh
 Attention: Director Legislative Services and Clerk
 917 Lesperance Road, Tecumseh, Ontario N8N 1W9

To the User: St. Clair College Alumni Association
 Attention: Brenda Bulhoes, President
 Box 15, 2000 Talbot Road West, Windsor, Ontario N9A 6S4

8. Assignment

This Agreement may not be assigned.

[Signature Block to Follow]



The undersigned have read, and on behalf of the User, agrees to be bound by the Agreement and all applicable policies, procedures, laws, by-laws, and regulations of the Corporation of the Town of Tecumseh and hereby warrants and represents executing this Agreement on behalf of the User and has sufficient power, authority, and capacity to bind the User with his/her signature.

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.

St. Clair College Alumni Association

Per: _____
Name: Brenda Bulhoes
Title: President

I have authority to bind.



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

The Corporation of the Town of Tecumseh

By-Law Number 2024-043

Being a by-law to confirm the proceedings of the April 23, 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 23, 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 23, 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 23rd day of April, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk