

Regular Council Meeting Agenda

Date: Tuesday, September 10, 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, Leni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

G. Disclosure of Pecuniary Interest

H. Minutes

- 1. Regular Council Meeting - August 13, 2024 11 - 20
- 2. Public Council Meeting - August 13, 2024, AMICO Excess Soil Site 21 - 23

3. Special Council Meeting - August 13, 2024 - Tecumseh Helmet
Secondary Plan

24 - 26

Recommendation

Moved by _____

Seconded by _____

That the August 13, 2024 minutes of the Regular Council Meeting, Public Council Meeting and the Special Council Meeting, as were delivered to the members, **be adopted**.

I. Supplementary Agenda Adoption

Recommendation

Moved by _____

Seconded by _____

That the supplementary items added to the Regular Meeting agenda regarding the 2025 Pre Budget Council Consultation presentation, **be approved**

J. Consent Agenda Items

K. Delegations

1. Town of Tecumseh Business Improvement Area 2024 Operating Budget

Re: Leo Demarce, BIA Board of Management Chair

2. 2025 Pre Budget Council Consultation

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

Supplementary Item

Recommendation

Moved by _____

Seconded by _____

That the 2025 Pre Budget Council Consultation presentation and the Report DS-2024-31 as appended on the agenda **be received**.

27 - 44

L. Communications

1. For Information:

- a. Ministry of Municipal Affairs and Housing dated August 21, 2024

Re: Provincial Planning Statement - View [here](#)

- b. Town of Essex dated August 19, 2024

Re: Bill 173, Intimate Partner Violence Epidemic Act, 2024

45 - 46

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information 1 and 2 as listed on the Tuesday, September 10, 2024 Regular Council Agenda, **be received.**

2. For Action:

M. Update from County Council and Boards

N. Committee Minutes

1. Personnel Committee Meeting - August 13, 2024

47 - 65

Recommendation

Moved by _____

Seconded by _____

That the Tuesday, August 13, 2024 minutes of the Personnel Committee as were delivered to the Members, **be adopted;**

And that the attached revised and new policies **be adopted:** Progressive Discipline Policy No. 64, Employee Code of Conduct and Ethics Policy No. 133, Conflict of Interest Policy No. 132;

And further that Council **delegate authority** to the Director People & Culture and the Chief Administrative Officer to regularly review and if necessary and if applicable, revise the Employee Code of Conduct with any significant amendments to be reported to Council for information.

O. Reports

1. Development Services

a. DS-2024-29 AMICO Soil Fill Site Zoning By-Law Amendment and Memorandum of Understanding

66 - 93

Recommendation

Moved by _____

Seconded by _____

That Report DS-2024-29 entitled "Memorandum of Understanding and Zoning By-Law Amendment: Proposed Excess Soil Fill Site and Future Passive Municipal Recreational Area - Northeast of South Talbot Road and Howard Ave. Intersection, Results of Public Meeting and Final Recommendations", **be received;**

And that a by-law authorizing the execution of the Amico Infrastructure Inc. Memorandum of Understanding, dated July 5, 2024, satisfactory in form to the Town's Solicitor, which provides terms and conditions regarding Amico Infrastructure Inc.'s proposal to permit its 15 hectare (37 acre) property located on the north side of South Talbot Road, immediately east of its intersection with Howard Avenue to be used as a temporary reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, and long-term to be used for a naturalized, passive municipal recreational property, **be adopted;**

And further that a by-law having the effect of amending Zoning By-law 85-18 by rezoning a 15 hectare (37 acre) parcel of land located on the north side of South Talbot Road, immediately east of its intersection with Howard Avenue, from "Agricultural Zone (A)" to a site-specific "Agricultural Zone (A-42)" to permit the use of the property as a temporary excess soil reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, and long-term to be used for a naturalized, passive municipal recreational property, in keeping with DS-2024-29, **be given first and second readings;**

And furthermore that a new site plan control by-law that will:

- i. designate the entirety of the Town of Tecumseh as a site plan control area, in accordance with Section 41 of the *Planning Act* and subsection 10.4.1 of the Tecumseh Official Plan;
- ii. add excess soil reuse sites in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, as amended, as a land use subject to site plan control; and
- iii. repeal the current Town-Wide Site Plan Control Designating By-law, being By-law Number 2022-103,

be adopted.

- b. DS-2024-30 Tecumseh Transit Service 6-month Statistical Review and Extension of Service Contract

94 - 107

Recommendation

Moved by _____

Seconded by _____

That Report DS-2024-30 - Tecumseh Transit Service (TTS) January to June 2024 Status Report and One-Year Extension of Transit Delivery and Maintenance Services Agreement with First Canada ULC; **be received**;

And that the negotiation of an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which facilitates a one-year extension to the existing contract for the period January 1, 2025 to December 31, 2025, consideration of which would be brought forward by way of a future report to Council, **be authorized**.

- c. DS-2024-31 Zoning By-Law Amendment, Petretta MRSPA Lands, Scheduling of a Public Meeting

108 - 141

Supplementary Item

Recommendation

Moved by _____

Seconded by _____

That Report DS-2024-41 entitled “Zoning By-law Amendment: Petretta Residential Proposal, Northerly Portion of Manning Road Secondary Plan Area, Scheduling of a Public Meeting” **be received;**

And that

Recommendation

Moved by _____

Seconded by _____

the scheduling of a public meeting, to be held on Tuesday, October 8, 2024 at 5:30 p.m., in accordance with the *Planning Act* for a zoning by-law amendment application submitted for an approximate 9.5 hectare (23.5 acre) portion of a 10.2 hectare (25.4 acre) parcel of land located on south of County Road 22, east of Lesperance Road which is within the Manning Road Secondary Plan Area, seeking to amend Zoning By-law 85-18 by rezoning the subject portion of property from “Agricultural Zone (A-33)” to a site-specific “Holding - Residential Zone 2 (H) R2-7” to permit the future construction of a 332 unit residential development consisting of two 4-6 storey apartment buildings, each containing 166 units, **be authorized.**

2. Financial Services

- a. FS-2024-16 Budget Variance June 2024

142 - 172

Recommendation

Moved by _____

Seconded by _____

That Report FS-2024-16 Budget Variance Report – June 2024, showing a projected tax-supported surplus of \$71,337 and a rate-supported deficit of \$533,622 be received.

3. Public Works & Engineering Services

- a. PWES-2024-47 2024 Vehicles - Award of John Deere 320p Backhoe

173 - 177

Recommendation

Moved by _____

Seconded by _____

That report PWES-2024-47, 2024 Vehicles – Award of John Deere 320p Backhoe, **be received**;

And that the purchase of the John Deere 320p Backhoe in the amount of \$200,550 plus HST **be awarded** to Brandt Tractor Ltd.;

And further that the funding allocation, reflecting a total budget requirement of \$207,110 with a \$29,030 increase to the original allocation **be approved and accommodated** as:

- Fleet Lifecycle Reserve – Increase from \$175,000 to \$207,110

- b. PWES-2024-48 Housing Enabling Water Systems Fund (HEWSF) Tecumseh Hamlet Trunk Water and Wastewater Infrastructure Project

178 - 185

Recommendation

Moved by _____

Seconded by _____

That report PWES-2024-48, Housing-Enabling Water Systems Fund (HEWSF) Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project, Contribution Agreement, **be received;**

And that the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project **be approved** with funding allocations reflecting a total project budget of \$20,714,625, with a \$4,142,925 increase to the original allocation as follows:

- Watermain Reserve Fund – increase from \$2,054,300 to \$2,567,875
- Wastewater Sewers Reserve Fund – increase from \$14,517,400 to \$18,146,750

And further that a by-law **be prepared** to authorize the Mayor and Clerk to sign the Contribution Agreement for the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project between His Majesty the King in right of Canada, as represented by the Ministry of Infrastructure (“Province”) and The Corporation of the Town of Tecumseh (“Town”), in a form satisfactory to the Town’s Solicitor, financial content satisfactory to the Town’s Chief Financial Officer and technical content satisfactory to the Town’s Engineer.

P. By-Laws

1. By-Law 2024-074 AMICO Fill Site Zoning By-law Amendment (First and Second Readings Only)

186 - 188

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. (Planning File: D19 AMICO - Excess Soil Fill Site & Future Passive Municipal Recreational Area - Northeast Corner of South Talbot Road / Howard Ave. Intersection)

2. By-Law 2024-075 New Site Plan Control By-Law

189 - 190

Being a By-Law to designate as a site plan control area, the entire area covered by the Town of Tecumseh Official Plan.

3. By-Law 2024-076 AMICO Memorandum of Understanding Agreement 191 - 207
Being a by-law to authorize the execution of an Agreement with Amico Infrastructures and the Town for the Temporary Reuse Site and Permanent Naturalized Municipal Park

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. September 10, 2024 208 - 209

R. New Business

S. Motions

1. Confirmatory By-Law 2024-077 210 - 211

Recommendation

Moved by _____

Seconded by _____

That By-Law 2024-077 being a by-law to confirm the proceedings of the Tuesday, September 10, 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 September 24, 2024

5:30 pm Public Council Meeting - Tecumseh Hamlet Secondary Plan

7:00 pm Regular Council Meeting

V. **Adjournment**

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, September 10, 2024 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Tuesday, August 13, 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 Public Works & Engineering Services, Phil Bartnik
Director Community Safety & Fire Chief, Wade Bondy
Director People & Culture, Michelle Drouillard
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Director Development Services, Brian Hillman
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Deputy Treasurer & Manager Financial Services, Zora Visekruna
Manager Building Services & Chief Building Official, Peter Valore

A. Roll Call

B. Order

The Mayor calls the meeting to order at 7:12 pm.

C. Report Out of Closed Meeting

A closed meeting of Council was held at 6:30 pm in accordance with and as permitted with Section 239 (2) (c) and (h) of the *Municipal Act, 2001*, which states that a meeting or part of a meeting may be closed to the public if the subject matter relates to:

c) discussions concerning a proposed or pending acquisition or disposition of land by the municipality or local board;

h) discussions concerning information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them.

At this meeting, Council received information explicitly supplied in confidence and provided further direction to negotiate concerning proposed acquisitions of land.

D. Moment of Silence

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

E. National Anthem

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

F. Land Acknowledgement

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

G. Disclosure of Pecuniary Interest

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

H. Minutes

1. **Regular Council Meeting - July 23, 2024**
2. **Public Council Meeting - July 23, 2024**

Motion: RCM - 187/24

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

That the July 23, 2024 minutes of the Regular Council Meeting and the Public Council Meeting, as were delivered to the members, **be adopted**.

Carried

I. Supplementary Agenda Adoption

There are no supplementary agenda items.

J. Consent Agenda Items

1. **CRS-2024-20 Team Goran Event Sponsorship Agreement**
2. **PWES-2024-43 Windsor Essex Region Stormwater Manual Update**
3. **PWES-2024-44 Appointment of Drainage Engineer 11th Concession Drain (Private Access Culvert)**

Motion: RCM - 188/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Tania Jobin

That Reports CRS-2024-20 Team Goran Event Sponsorship Agreement, PWES-2024-43 Windsor Essex Region Stormwater Manual Update, and PWES-2024-44 Appointment of Drainage Engineer 11th Concession Drain be received and that the respective recommendations noted in each report be approved.

Carried

K. Delegations

There are no Delegations presented to Council.

L. Communications

1. For Information:

There are no Communications for Information items presented to Council.

2. For Action:

- a. Western Ontario Wardens Caucus dated May 13, 2024

Re: Return of the Ontario West Municipal Conference

Motion: RCM - 189/24

Moved by Councillor Rick Tonial
Seconded by Councillor Brian Houston

That the Mayor and Members of Council be authorized to attend the Ontario West Municipal Conference on Friday October 25, 2024, at a cost of \$300 per person, in accordance with the Town's Professional Development Policy and subject to funding in the 2024 Budget.

Carried

b. Source Protection Committee dated July 29, 2024

Re: Municipal Appointments

Motion: RCM - 190/24

Moved by Councillor Brian Houston

Seconded by Councillor James Dorner

That the Council of the Town of Tecumseh **endorse** the following appointments to the Essex Region Source Protection Committee:

- Kirk Walstedt, Union Water Supply System, expected appointment date: October 10, 2024; term of appointment: 5 years
- Jason Barlow, Municipality of Lakeshore, expected appointment date: October 10, 2024; term of appointment: 5 years
- Antonietta Giofu, Town of Amherstburg, expected appointment date: October 10, 2024; term of appointment: 5 years.

Carried

c. Tecumseh Housing Advisory Panel - Appointment

Re: Windsor Essex Community Housing Corporation

Motion: RCM - 191/24

Moved by Councillor Alicia Higgison

Seconded by Deputy Mayor Joe Bachetti

That Nolan Goyette, Chief Tenant Services Officer, Windsor-Essex Community Housing Corporation **be appointed as an alternate member** to the Tecumseh Housing Advisory Panel and that the term of his appointment shall expire on the 14th day of November 2026 or until such time new appointments are made by Council.

Carried

M. Update from County Council and Boards

There are no updates provided.

N. Committee Minutes

1. Town of Tecumseh Business Improvement Area - June 18, 2024 and July 25, 2024

Motion: RCM - 192/24

Moved by Councillor Rick Tonial
Seconded by Councillor Brian Houston

That the June 18, 2024 and the July 25, 2024 minutes of the Tecumseh Business Improvement Board of Management meetings, as were duplicated and delivered to the members, **be accepted**.

Carried

O. Reports

1. Community & Recreation Services

- a. CRS-2024-21 Windsor Essex Catholic District School Board - Lacasse Park Use Agreement

Motion: RCM - 193/24

Moved by Councillor Brian Houston
Seconded by Councillor Alicia Higgison

That CRS-2024-21 Lacasse Park Use Agreement – Windsor-Essex Catholic District School Board School Board **be received**;

And that By-Law 2024-072 **be considered** for the first, second, third and final reading to authorize the Mayor and Clerk to execute a Use Agreement for Lacasse Park with the Windsor-Essex Catholic District School Board.

Carried

2. Development Services

- a. DS-2024-28 2024 Six Month Building Services Permit Report

Motion: RCM - 194/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That Report DS-2024-28 entitled “2024 Six Month Building Services Permit Report” **be received**.

Carried

3. Public Works & Engineering Services

- a. PWES-2024-45 Shuttleworth Drain Tender Award

Motion: RCM - 195/24

Moved by Councillor Rick Tonial
Seconded by Councillor James Dorner

That the tender award for the Shuttleworth Drain, in the amount of \$190,726 excluding HST, **be awarded** to Murray Mills Excavating & Trucking (Sarnia) Ltd.;

And that By-Law 2024-071 **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 Murray Mills Excavating & Trucking (Sarnia) Ltd.

Carried

- b. PWES-2024-46 Amendment to the 2024-2028 PWES Capital Works Plan Banwell Road Corridor Improvements (Mulberry to CP Rail)

Motion: RCM - 196/24

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

That report PWES-2024-46 Amendment to the 2024-2028 PWES Capital Works Plan, Banwell Road Corridor Improvements (Mulberry Drive to CP Rail) - Town of Tecumseh Ancillary Works, **be received**;

And that the Banwell Road Corridor Improvements (Mulberry Drive to CP Rail) - Town of Tecumseh Ancillary Works, with project expenditures of \$1,992,000, **be approved and funded from:**

- \$1,008,000 from the Road Lifecycle Reserve
- \$984,000 from the Water Facilities Reserve Fund.

Carried

P. By-Laws

1. By-Law 2024-067 Team Goran Sponsorship Agreement

Being a by-law to authorize the execution of a Sponsorship Agreement between the Corporation of the Town of Tecumseh and RE/MAX CARE Realty, Team Goran

2. By-Law 2024-068 Zoning By-Law Amendment - UHAUL, Walker Road

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. (Planning File: D19 UHAULWA - U-Haul Walker Road)

3. By-Law 2024-069 Zoning By-Law Amendment 5485 Walker Road

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. (Planning File: D19 5485WA - 5485 Walker Road)

4. By-Law 2024-070 Zoning By-Law Amendment Oldcastle Heights Residential Subdivision

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. (Planning File: D19 OLDRES - Oldcastle Heights Residential Subdivision)

5. By-Law 2024-071 Shuttleworth Drain Tender Award

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Murray Mills Excavating & Trucking (Sarnia) Ltd. for the repair and improvement to the Shuttleworth Drain

6. By-Law 2024-072 Windsor Essex Catholic District School Board - Lacasse Park Use Agreement

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Windsor Essex Catholic District School Board for the use of the Lacasse Park parking lot as a drop off and pick up area for St. Pius Elementary School students

Motion: RCM - 197/24

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Rick Tonial

That By-Law 2024-067 being a by-law to authorize the execution of a Sponsorship Agreement between the Corporation of the Town of Tecumseh and RE/MAX CARE Realty, Team Goran;

That By-Law 2024-068 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- UHaul, Walker Road;

That By-Law 2024-069 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 - 5485 Walker Road;

That By-Law 2024-070 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 - Oldcastle Heights Residential Subdivision;

That By-Law 2024-071 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Murray Mills Excavating & Trucking (Sarnia) Ltd. for the repair and improvement to the Shuttleworth Drain;

That By-Law 2024-072 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Windsor Essex Catholic District School Board for the use of the Lacasse Park parking lot as a drop off and pick up area for St. Pius Elementary School students.

Be given first and second reading.

Carried

Motion: RCM - 198/24

Moved by Councillor Alicia Higgison
Seconded by Councillor Brian Houston

That By-Law 2024-067 being a by-law to authorize the execution of a Sponsorship Agreement between the Corporation of the Town of Tecumseh and RE/MAX CARE Realty, Team Goran;

That By-Law 2024-068 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- UHaul, Walker Road;

That By-Law 2024-069 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 - 5485 Walker Road;

That By-Law 2024-070 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 - Oldcastle Heights Residential Subdivision;

That By-Law 2024-071 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Murray Mills Excavating & Trucking (Sarnia) Ltd. for the repair and improvement to the Shuttleworth Drain;

That By-Law 2024-072 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Windsor Essex Catholic District School Board for the use of the Lacasse Park parking lot as a drop off and pick up area for St. Pius Elementary School students.

Be given third and final reading.

Carried

Q. Unfinished Business

1. August 13, 2024

The Members receive the Unfinished Business listing for Tuesday, August 13, 2024.

R. New Business

Bert Lacasse Ball Park Grand Re-Opening

The Members express gratitude and appreciation to staff for the re-opening festivities event Bert Lacasse Ball Park.

S. Motions

1. School Crossing Guard - St. Thomas and Michael

This motion was brought forward by Councillor Rick Tonial

Motion: RCM - 199/24

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

Whereas Section 176 of the Highway Traffic Act, R.S.O. 1990, c.H.8 as am. (HTA)

regulates school crossing guards in the Province of Ontario;

And whereas school crossing guards in Ontario are defined as those employed or

contracted by Municipalities in accordance with the HTA;

And whereas at the May 13, 2024 Regular Council Meeting, Council adopted motion

RCM-110/24 regarding the Town's School Crossing Guard Program locations be

phased out or further assessed to include St. Thomas/Michael in June 2024.

Now therefore Be It Hereby Resolved:

That Motion RCM-110/24 **be amended** to revise the date of phasing out or further assessment of the St. Thomas/Michael location from June 2024

to June 2025 and subject to the same requirements as the Tecumseh/Arlington, Lesperance/St. Thomas and Lesperance/Arbour locations of applicable assessment outcomes, Council approval and installation of recommended capital works.

Carried

2. Confirmatory By-law 2024-073

Motion: RCM - 200/24

Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-Law 2024-073 being a by-law to confirm the proceedings of the Tuesday, August 13, 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 presented to Council.

U. Next Meeting

September 10, 2024
7:00 pm Regular Council Meeting

V. Adjournment

Motion: RCM - 201/24

Moved by Councillor Rick Tonial
Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, August 13, 2024 meeting of the Regular Council **be adjourned** at 7:54 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

**Public Meeting of Council
Minutes**

Date: Tuesday, August 13, 2024
Time: 5:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

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

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Public Works & Engineering Services, Phil Bartnik
Director Community & Recreation Services, Beth Gignac
Director Development Services, Brian Hillman
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Planning Services & Local Economic Development, Chad Jeffery

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 5:00 pm.

C. Land Acknowledgement

We acknowledge that we are on land and surrounded by water, originally inhabited by Indigenous Peoples who have travelled this area since time immemorial. This territory is within the lands honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, 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 a 15-hectare (37 acre) parcel of land located on the north side of South Talbot Road, immediately east of its intersection with Howard Avenue.

F. Delegations

1. Director Planning Services, Brian Hillman

The Director Development Services provides an overview of the subject property and report as appended on the agenda. The 37-acre property is located north of South Talbot Road. It had been used as an excess soil site for the multi-year construction of the Herb Grey Parkway and continued to be used in this manner after the completion of that project. The property is proposed to be used as a temporary reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, and long-term to be used for a naturalized, passive municipal recreational property. At the time the property is converted for a naturalized, passive recreational area with trails, it will be transferred to the Town. The Director highlights that the proposed use of the property and its ultimate transfer to the Town will be the subject of a Memorandum of Understanding and a site plan control agreement

The Mayor opens the floor to questions from the Members.

A Member inquires on the current condition of the property and whether it is usable farmland. The Director confirms that the property is currently in a condition that would not support its use for agricultural cultivation.

In response to an inquiry on public notice, the Director advises that the Town met the requirements for public notice as established by the Planning Act.

2. Dwayne Dawson, District Manager, Amico Infrastructures

Mr. Dwayne Dawson was available for questions from the members. There were no questions raised.

G. Communications

1. Public Notice dated July 24, 2024

2. County of Essex dated July 30, 2024

Re: Proposed Zoning By-Law Amendment, Application/File: D19 AMICO

3. Essex Region Conservation Authority dated August 7, 2024

Re: Zoning By-Law Amendment D19 Amico S Talbot Road

4. DS-2024-27 Memorandum of Understanding Amico Excess Soil Fill Site and Transition to Municipal Recreational Area

Motion: PCM - 17/24

Moved By Councillor Rick Tonial
Seconded By Councillor Brian Houston

That Communications - For Information 1 through 4 as listed on the Tuesday, August 13, 2024 Public Council Meeting Agenda, **be received**.

Carried

H. Adjournment

Motion: PCM - 18/24

Moved By Councillor James Dörner
Seconded By Councillor Alicia Higgison

That there being no further business, the Tuesday, August 13, 2024 meeting of the Public Council Meeting **be adjourned** at 5:12 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Special Meeting of Council

Minutes

Date: Tuesday, August 13, 2024
Time: 4:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

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

Also Present:

Chief Administrative Officer, Margaret Misk-Evans
Director Public Works & Engineering Services, Phil Bartnik
Director Community & Recreation Services, Beth Gignac
Director Development Services, Brian Hillman
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Planning Services & Local Economic Development,
Chad Jeffery

A. Roll Call

B. Call to Order

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

C. Land Acknowledgement

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

D. Disclosure of Pecuniary Interest

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

E. Delegations

None

1. Tecumseh Hamlet Secondary Plan

Re: Laura Herlehy, Associate, Dillon Consulting Limited; and Dorsa Jalalian, Associate, Senior Urban Designer, DIALOG

The Director Development Services along with the consultants Dorsa Jalalian, Senior Urban Designer, DIALOG and Laura Herlehy, Associate, Dillon Consulting Limited provide an overview of the draft Tecumseh Hamlet Secondary Plan (Plan) including scope, process, plan highlights regarding land use and open space. The public will have an opportunity to review and provide feedback on the Plan at the Public Council Meeting scheduled for September 24, 2024.

- a. DS-2024 24 Tecumseh Hamlet Secondary Plan, Presentation of Draft document and Scheduling of Public Meeting

Motion: SCM - 17/24

Moved By Councillor Brian Houston
Seconded By Councillor Rick Tonial

That Report DS-2024-24, entitled “Tecumseh Hamlet Secondary Plan:

Presentation of Draft Document and Scheduling of a Public Meeting” **be received;**

And that the scheduling of a public meeting, to be held on Tuesday, September 24, 2024 at 5:30 p.m., in accordance with the *Planning Act*, to offer the public the opportunity to comment on the draft Tecumseh Hamlet Secondary Plan, which is proposed to be introduced into the Tecumseh Official Plan by way of an amendment, **be authorized;**

And further that Administration **be directed** to prepare a further Administrative Report summarizing the comments received through the public consultation process and providing a final recommendation on the draft Tecumseh Hamlet Secondary Plan document and associated Official Plan Amendment for consideration at a future meeting of Council.

Carried

F. Communications

There are no communication items presented to Council.

G. Reports

Report DS-2024-24 was presented during the delegation portion of the agenda.

H. Adjournment

Motion: SCM - 18/24

Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, August 13, 2024 meeting of the Special Council Meeting **be adjourned** at 4:56 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk

Pre-Budget Council Consultation

Presentation to Town Council September 10, 2024

Strategic Priorities



Sustainable Growth

Achieve prosperity and a livable community through sustainable growth.



Community Health & Inclusion

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

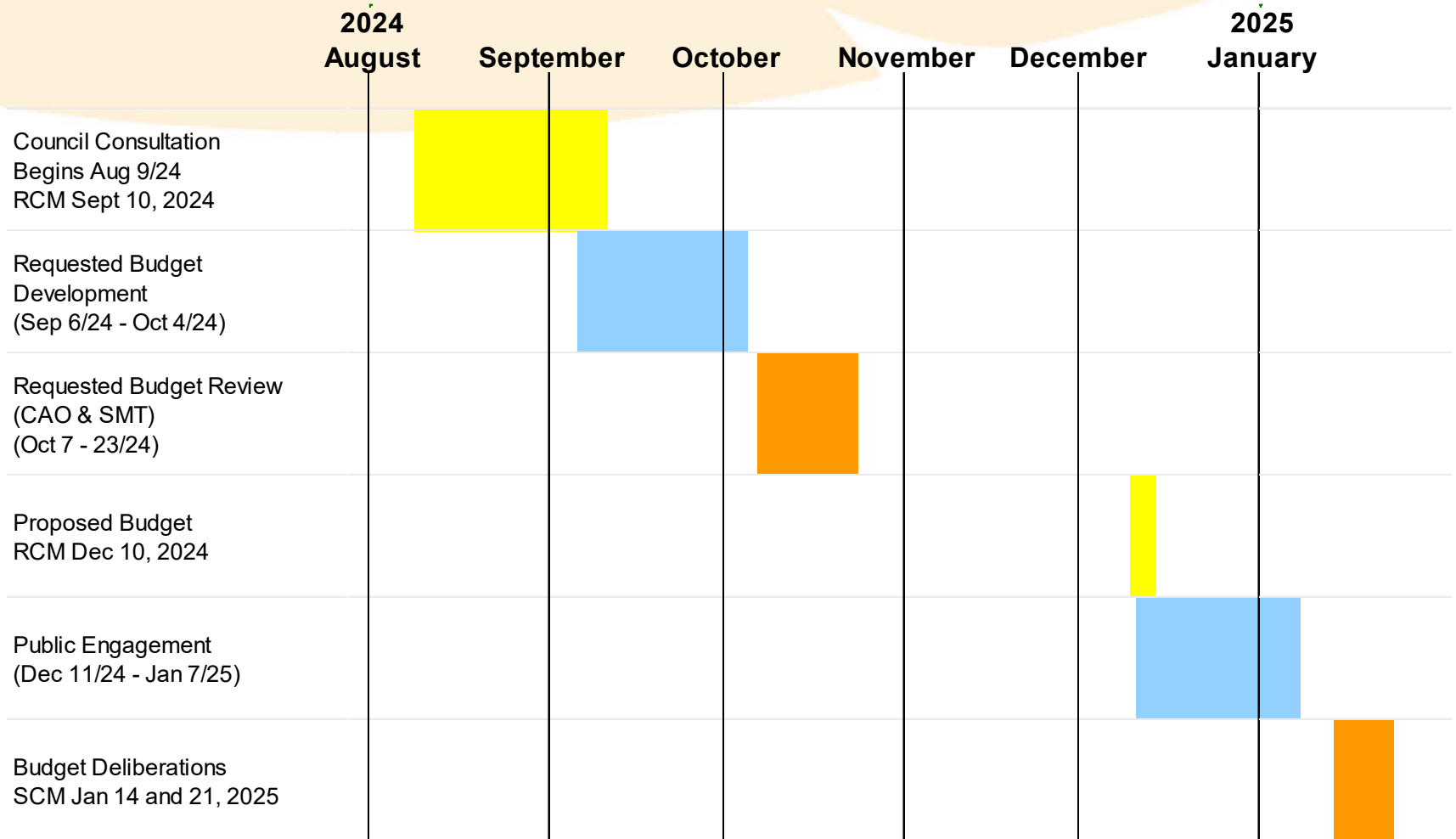


Service Experience

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



2025 Budget Timelines



2025 Budget Timelines approved by Council as per FS-2024-13



2025 Budget Approach

Budget Development Methodology

- Council Strategic Priorities
- Focus on Program and Service Delivery
- Respect for Taxpayers



2024 Approved Budget & Forecast

Budget Drivers	2023	2024	2025	2026	2027	2028
		Approved				
Base Department Operations (excl Pay/Ben)	0.44%	0.05%	2.56%	0.73%	1.25%	1.29%
Service Level Enhancements	1.73%	3.29%	2.08%	0.42%	0.00%	0.00%
Payroll/Benefits	1.19%	0.78%	1.36%	1.49%	1.74%	1.74%
Sub-total - Operating	3.36%	4.12%	6.00%	2.64%	2.99%	3.02%
Lifecycle	0.96%	0.73%	0.87%	1.04%	1.04%	1.04%
New Infrastructure Levy	0.77%	0.73%	0.69%	0.69%	0.69%	0.69%
Sub-total - Capital	1.72%	1.46%	1.56%	1.74%	1.74%	1.74%
Total	5.09%	5.58%	7.57%	4.38%	4.72%	4.76%
Assessment (Growth)/Loss	-1.26%	-0.55%	-1.13%	-1.39%	-1.39%	-1.39%
Total w/ Growth factor	3.82%	5.03%	6.44%	2.99%	3.33%	3.37%

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



Budget Pressures & Drivers

Projected 2025 Levy Increase from 2024 Budget	\$ Amount	Percent
Operations	\$1,728,000	6.00 %
Lifecycle/Capital	450,000	1.56 %
Assessment Growth	(325,000)	(1.13)%
Total Projected 2025 Levy Increase	\$1,853,000	6.44%
Projected 2025 Levy Increase – Pre-Budget		
Operations	\$1,617,000	5.57%
Lifecycle/Capital	450,000	1.55%
Assessment Growth	(400,000)	(1.38)%
Total 2025 Preliminary Estimate	\$1,667,000	5.74%



Operating Revenues

Operating Revenues	\$ Amount	Percent
Electricity sales to the grid	\$(44,000)	(0.15)%
Rental income	(45,000)	(0.16)%
Other	(24,000)	(0.08)%
Total Operating Revenues	\$(113,000)	(0.39)%



Operating Expenditures

Operating Expenditures	\$ Amount	Percent
Wages/Benefits increase	\$440,000	1.52%
Maintenance Materials & Supplies	58,000	0.20%
Maintenance Services – Building Maintenance	25,000	0.09%
Contracts – HVAC & Indigenous Program	115,000	0.40%
Traffic Lights Maintenance Service	23,000	0.08%
Police – OPP Contract	387,000	1.33%
Computer Software	67,000	0.23%
Utilities – Rate Increase	27,000	0.09%
Insurance – Premium Increase	58,000	0.20%
Tax Write-Offs – Appeals & CIP/BPIG	70,000	0.24%
Reversal of one-time transfers	250,000	0.86%
Balance – Inflation and Other	210,000	0.72%
Total Operating Expenditures	\$1,730,000	5.96%



2025 Operating Drivers Not Yet Quantified

Drivers Not Yet Quantified	\$ Amount	Percent
CBA – All Units (702.1, 702.2, 702.5, 702.13)	TBD	TBD
Non-Union Compensation Review	TBD	TBD
Recycling (Blue box program)	TBD	TBD



Lifecycle/Capital

Lifecycle/Capital Drivers	\$ Amount	Percent
Lifecycle	\$250,000	0.86%
New Infrastructure Levy (NIL)	200,000	0.69%
Total Lifecycle/Capital	\$450,000	1.55%



Outlook Years - Operating

Operating Outlook	2026	2027
CBA – All Units (702.1, 702.2, 702.5, 702.13)	TBD	TBD
IESO Market Participant	\$(50,000)	\$NIL
Staff Positions Deferral	\$293,000	\$NIL
CIP BPIG Incentives Maturing	\$NIL	\$(120,000)
Housing Action Plan	TBD	TBD



Outlook Years – Lifecycle/Capital

Lifecycle/Capital Outlook	2026	2027
Lifecycle	\$250,000	\$250,000
New Infrastructure Levy (NIL)	\$200,000	\$200,000
Lifecycle Debt Maturing	\$0	\$(213,000)

Major Capital Projects	Grant Program	Grant Funding
Tecumseh Hamlet Northwest Water/Wastewater Servicing	HEWSF	\$15.1M
Housing Action Plan	HAF	\$4.4M
Scully/St. Mark's and PJ Cecile Storm Pump Stations	DMAF	\$10.7M
Centennial and Woodbridge Watermains	ICIP-Green	\$2.6M
Lesperance Trail (Riverside to First)	ATF	\$2.6M
Cedarwood Sanitary Pump Station	DMAF	\$3.6M



Lifecycle/Capital

- Lifecycle Funding Model
 - Asset replacement
- New Infrastructure Levy – Target \$2.35 M
 - New capital requirements
- Allocated to Capital Reserves (\$10.5 M 2024)
- Recommendations for annual project allocations follows budget process
 - Department 5-yr Capital Plans



Water & Sanitary Rates

- Water & Wastewater Rate Study (2023)
 - Rate Study completed for the period of 2023-2032
 - Fixed Rate
 - Water + 3%, Sanitary + 5% proposed for 2025
 - Variable
 - Water + 3%, Sanitary + 5% proposed for 2025
- Sanitary Treatment Costs (Little River Plant)
- Reserve Fund Balances (2023 YE)
 - Water \$14,600,000
 - Sanitary \$ 6,700,000



Water & Sanitary Rates

Comparative Rates – 2024⁽¹⁾



	Windsor	A'burg	Lakeshore	Essex	Leamington	Tecumseh	Lasalle	Kingsville
Water								
Fixed	\$ 21.06	\$ 25.01	\$ 22.55	\$ 21.31	\$ 27.44	\$ 19.55	\$ 23.50	\$ 11.27
Variable	0.753 ⁽²⁾	1.32	1.68	1.60	0.98	1.31	1.19	1.22
Sanitary								
Fixed	21.65	35.94	25.33	22.94	53.94	19.55	15.00	24.53
Variable	\$3.37	2.43	1.99	2.07	2.58 ⁽¹⁾	1.38	1.19	0.74 ⁽³⁾
Total Cost	\$ 1,697	\$ 1,631	\$ 1,455	\$ 1,411	\$ 1,184	\$ 1,114	\$ 1,033	\$ 900

(1) Based on monthly consumption of 20 cubic meters of water

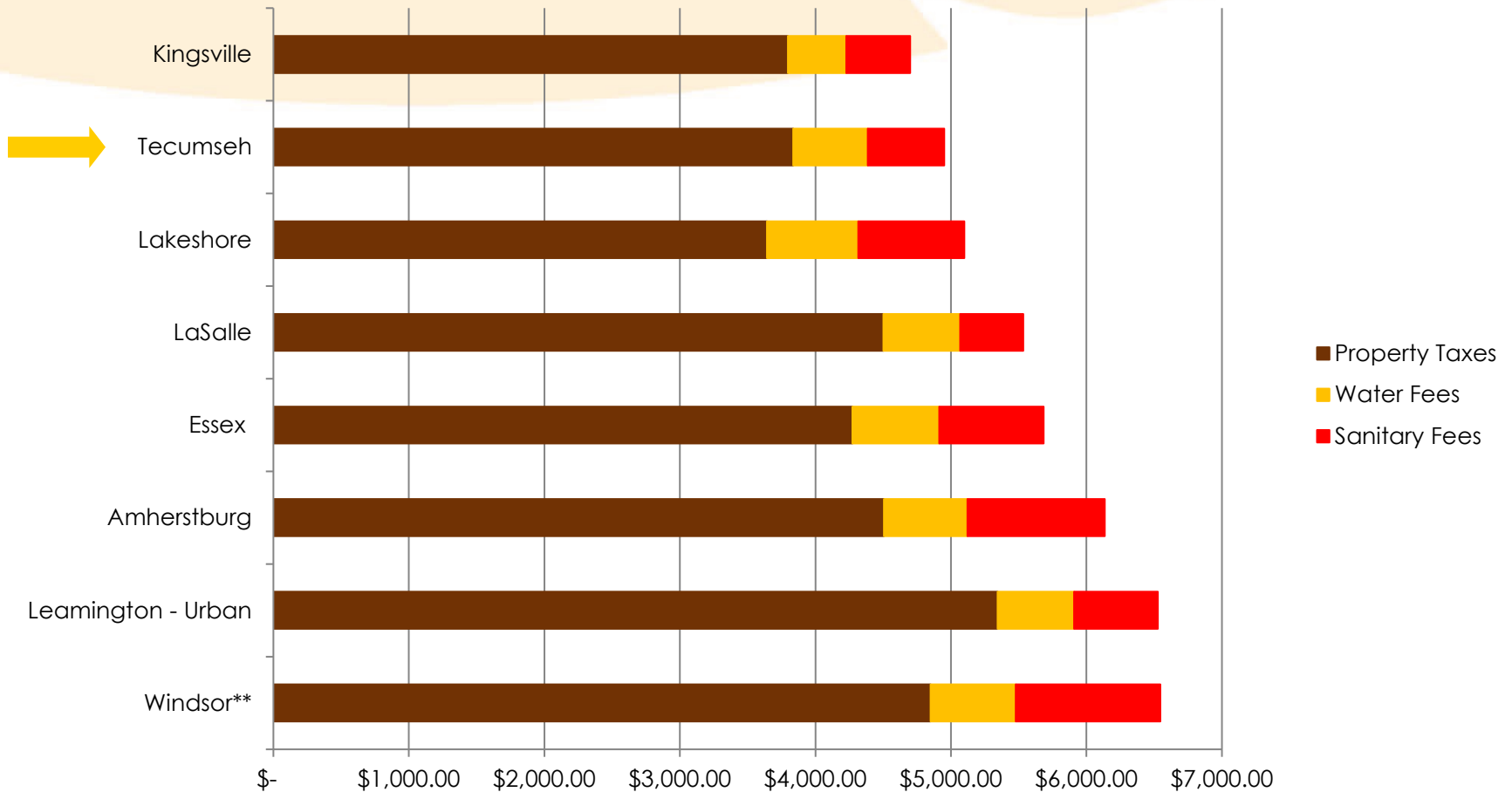
(2) Limitations on variable rate and/or additional capital charges applicable

(3) Charges are capped at \$20.80 per month



2024 Comparative – Essex County

Combined Tax, Water and Sanitary Burden Comparison *



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

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

** - Windsor taxes calculated using 2023 rate.



Reserves

Key Reserve and Reserve Funds	Target	Actual**	Deficiency
Tax Rate Stabilization Reserve*	\$4,600,000	\$4,000,000	\$600,000
New Infrastructure Levy	TBD	\$12,773,000	TBD
Post Employment Benefits	\$10,600,000	\$3,100,000	\$7,500,000

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

** 2024 Year-end estimate



Discussion





CORPORATION OF THE TOWN OF ESSEX

33 Talbot Street South, Essex, Ontario, N8M 1A8

p: 519.776.7336 f: 519.776.8811 | essex.ca

Honourable Doug Ford

Premier of Ontario
Legislative Building, Queens Park
Toronto, ON M7A 1A1
premier@ontario.ca

August 19, 2024

Standing Committee on Justice Policy

Lorne Coe, Chair
Whitney Block, 6th Floor
99 Wellesley Street West
Toronto, ON N7A 1A2
Lorne.Coe@pc.ola.org

BY EMAIL

RE: Bill 173, Intimate Partner Violence Epidemic Act, 2024

Dear Honourable Doug Ford,

At its Regular Council Meeting held on August 12, 2024, Council passed a resolution regarding the importance of passing Bill 173, Intimate Partner Violence Epidemic Act, 2024 and the advancement of this bill as it requires the Government of Ontario to recognize that intimate partner violence is an epidemic in Ontario. Council noted that over 100 municipalities, police services and service providers across the province are declaring intimate partner violence as an epidemic. Council urges the Province to immediately pass Bill 173, Intimate Partner Epidemic Act, 2024 to recognize the pervasiveness and severity of the problem in an effort to stop the violence.

As a result of this discussion, Council passed the following resolution:

R24-08-350

Moved By Councillor Verbeek
Seconded By Councillor McGuire-Blais

That in light of events locally and around the region, Council supports Bill 173, Intimate Partner Violence Epidemic Act, and urges the Province to immediately pass Bill 173 and declare at the provincial level that Intimate Partner Violence is an epidemic.

Carried



CORPORATION OF THE TOWN OF ESSEX

33 Talbot Street South, Essex, Ontario, N8M 1A8

p: 519.776.7336 f: 519.776.8811 | essex.ca

I trust you will find this satisfactory. If you have any questions or comments, please feel free to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "jmall", written in a cursive style.

Joseph Malandrucolo
Director, Legal and legislative Services/Clerk
jmalandrucolo@essex.ca

c.c. Honourable Sylvia Jones, Minister, Ministry of Health

Anthony Leardi, MPP Essex

Lisa Gretzky, MPP Windsor West

Andrew Dowie, MPP Windsor-Tecumseh

Trevor Jones, MPP Chatham-Kent-Leamington

Marit Stiles, Leader, Official Opposition

County of Essex

Town of Amherstburg

Town of Kingsville

Municipality of Lakeshore

Town of LaSalle

Municipality of Leamington

Town of Tecumseh

Associations of Municipalities

Personnel Standing Committee
Minutes

Date: Tuesday, August 13, 2024
Time: 5:30 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

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

Also Present:
Chief Administrative Officer, Margaret Misek-Evans
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Director People & Culture, Michelle Drouillard
People & Culture Advisor, Amanda Schram

A. Roll Call

B. Call to Order

The Chair calls the meeting to order at 5:30 pm.

C. Land Acknowledgement

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

D. Disclosure of Pecuniary Interest

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

E. Delegations

There are no delegations presented to the Committee.

F. Communications

There are no Communication items presented to the Committee.

G. Reports

1. CAO-PC-2024-07 Progressive Discipline Policy

The Director People & Culture outlines the revisions to the policy including language, revised procedures and guidance for all employees. The Chair opens the floor to questions from the Members.

In response to an inquiry on reviewing policies, the Director advises that a master list of the Town's policies has been developed and that best practice are to review these policies every 3 to 5 years.

Motion: PC - 10/24

Moved By Mayor Gary McNamara
Seconded By Councillor Alicia Higgison

That Report CAO-PC-2024-07 entitled "Progressive Discipline Policy Update" **be received**;

And that the revisions in Attachment 1 to Report CAO-PC-2024-07 "Progressive Discipline Policy Update" **be recommended** by the Personnel Committee for **approval** by Council at the September 10, 2024 Regular Council Meeting.

Carried

2. CAO-PC-2024-08 Conflict of Interest Policy

The People & Culture Advisor provides an overview of the new Conflict of Interest policy for employees. The Chair opens the floor to questions from the Members.

In response to an inquiry on a perceived conflict of interest with an employee, the Director advises that an employee should advise their supervisor if there is a perceived conflict of interest to make them aware and to discuss the work preformed and set parameters if necessary.

Motion: PC - 11/24

Moved By Councillor Rick Tonial
Seconded By Councillor Tania Jobin

That Report CAO-PC-2024-08 entitled "Conflict of Interest Policy" **be received**;

And that Attachment 1 to Report CAO-PC-2024-08 Conflict of Interest Policy **be recommended** by the Personnel Committee for **approval** by Council at the September 10, 2024 Regular Council Meeting.

Carried

3. CAO-PC-2024-09 Employee Code of Conduct & Ethics Policy

The Director highlights the Policy as appended on the agenda. She advises that the Town does not have a specific employee code of conduct in place however the Town does have an employee rules of conduct which was adopted in early 2000. This new policy incorporated the employees' rules of conduct and updated additional measures such as cyber security, social media, health and safety and human rights to be compliant with various legislations.

The Chair opens the floor for questions from the Members.

Member inquires on when a complaint is received and the process of investigation. The Director advised on the measures and discretion used for when complaints on this policy are received. She advises that there will be staff training commencing this fall on the policies presented at this meeting.

Motion: PC - 12/24

Moved By Councillor James Dorner
Seconded By Councillor Rick Tonial

That Report CAO-PC-2024-09 entitled "Employee Code of Conduct and Ethics" **be received**;

And that Attachment 1 to Report CA-PC-2024-09 "Employee Code of Conduct and Ethics" **be recommended** by the Personnel Committee for **approval** by Council at the September 10, 2024 Regular Council Meeting.

And further that Council **delegate authority** to the Director of People & Culture and Chief Administrative Officer to regularly review and, if applicable, revise the Employee Code of Conduct, with any significant amendments to be reported to Council for information.

Carried

4. LCS-2024-14 Records Management Specialist

The Deputy Clerk - Clerk Services & Policy Advisor provides an update on the Records Management Specialist as appended on the agenda.

Motion: PC - 13/24

Moved By Councillor Rick Tonial
Seconded By Councillor Brian Houston

That Report LCS-2024-14 entitled "Records Management Specialist" **be received**;

And that the recommended revised associated pay for the Records Management Specialist position, as outlined in the Report, **be approved**.

Carried

H. New Business

The Director People & Culture advises on the status of the Request for Proposal for the Town's Group Benefits Broker. She announced that National Financial Partners Corporation (NFP) has been selected. NFP services will commence with the Town beginning September 3, 2024.

Motion: PC - 14/24

Moved By Mayor Gary McNamara
Seconded By Councillor Alicia Higgison

That the verbal report regarding the Town Group Benefits Broker from the Director People & Culture **be received**.

Carried

I. Adjournment

Motion: PC - 15/24

Moved By Mayor Gary McNamara
Seconded By Councillor James Dorner

That there being no further business, the Tuesday, August 13, 2024 meeting of the Personnel Committee Meeting be adjourned at 6:06 pm.

Carried

Joe Bachetti, Deputy Mayor

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

To: Personnel Committee

From: Michelle Drouillard, Director People and Culture

Date to Council: August 13, 2024

Report Number: CAO-PC-2024-09

Subject: Employee Code of Conduct and Ethics

Recommendations

It is recommended:

That Report CAO-PC-2024-09 entitled “Employee Code of Conduct and Ethics” be received;

And that Attachment 1 to Report CA-PC-2024-09 “Employee Code of Conduct and Ethics” **be recommended** by the Personnel Committee for **approval** by Council at the September 10, 2024 Regular Council Meeting.

And further that Council **delegate authority** to the Director of People & Culture and Chief Administrative Officer to regularly review and, if applicable, revise the Employee Code of Conduct, with any significant amendments to be reported to Council for information.

Background

In the process of conducting a departmental policy review, Administration became aware that the Corporation does not have a current Employee Code of Conduct in place for employees.

Currently, the only document on file governing employee conduct in the Town's workplace is the "Rules of Employee Conduct". This document was approved by the Town's Personnel Committee and was adopted by Council in July 2000. As this document is over twenty-four (24) years old, it is no longer compliant with legal statutes and is not considered to be in-line with personnel best practices. As well, the document does not address several areas that have evolved over the past two decades including cybersecurity, social media, human rights and health & safety matters. The Rules of Employee Conduct are found in Attachment 1.

An Employee Code of Conduct is vital to any organization, regardless of size or industry. It is a guiding document that outlines the expectations for appropriate behaviour and conduct in the workplace, serving as a foundation for acceptable and ethical behaviour by employees.

A Code of Conduct is critical in creating a positive and respectful work environment. It establishes clear expectations for employee behaviour, interactions and professional relationships, promoting mutual respect and professionalism.

A comprehensive Code of Conduct that covers issues such as the Town's values, expected behaviours, professional appearance and other vital Town policies ensures that employees work in a conducive atmosphere. A positive workplace culture can improve employee morale, reduce turnover, and increase productivity, ultimately fostering an ethical organizational culture.

A Code of Conduct can also help to establish trust between employees and the management team, as it creates a sense of accountability and transparency while ensuring compliance with policies and fostering an environment where employees feel supported when issues arise.

Implementing an Employee Code of Conduct and Ethics aligns well with the Town's strategic priority to enhance the service experience of Team Tecumseh.

Comments

We have structured the Employee Code of Conduct and Ethics (the "Code") to align with the Town's values and thus provide expectations regarding acceptable behaviours in the workplace. We have summarized vital organizational policies and provided reference to them should employees want to refer to a specific policy for further information.

The Code applies to all employees of the Town of Tecumseh (the "Town") including all supervisory and managerial employees, student workers, contract workers and volunteers.

The Code is about the values, principles, and standards of behaviour that govern actions as Town employees. Based on the Town's values, the Code sets the standard

for a safe and respectful workplace, protects the collective reputation of the Town, and strengthens the commitment of working together for sustainable community growth and service delivery to support an exceptional quality of life for residents.

The Code guides the actions and conduct of employees as representatives of the Town in order to build trust and confidence within the organization and the community. It speaks to employees' responsibilities to the Town, to each other, and to the public. The Code guides Employees:

- To live the Town's values and protect the Town's reputation.
- To be honest, ethical, fair, and transparent.
- To think critically, to act objectively and impartially.
- To make well-informed decisions every day.
- To build trust with the public.
- To comply with laws, regulations, standards, policies and procedures.
- To seek resources for assistance.

The Code is organized into themes, to provide a common reference for standards of behaviour. It helps employees understand what to expect and what is expected of employees in the workplace. There are five themes that employees are responsible for: Protect Information and Interests, Foster a Safe and Healthy Workplace, Treat People with Care, Conduct Business with Integrity, and Safeguard Assets.

The Town's values (Accountability, Equity Diversity & Inclusion, Excellence, Integrity, Sustainability, Teamwork) have been defined and incorporated into the Code, which guides employees to live these values in day-to-day work.

The Code defines the behaviours that the Town expects of all employees:

- Tell the Truth
- Make Well Informed Decisions
- Uphold the Law
- Respect Other Professional Codes of Conduct
- Comply with Policies & Procedures

The Code touches on a variety of vital Town Policies such as:

- Professional Appearance Policy (Pol No .96)
- Progressive Discipline Policy (Pol No. 64)
- Confidentiality of Information Policy (Pol No. 57)
- Communications Policy (Pol No. 76)
- Social Media Policy (Pol No. 80)
- Health & Safety Policy (Pol No. 07)
- Workplace Violence Prevention Policy & Program (Pol No. 129)

- Workplace Harassment Prevention Policy & Program (Pol No. 128)
- Integrated Accessibility Standards Regulation (Pol No. 79)
- Hiring of Employees Policy (Pol No. 54)
- Conflict of Interest Policy (Pol No. 132)
- Technology Acceptable Use Policy (Pol No. 9)
- Travel Policy (Pol No. 14)
- Corporate Credit Card Issuance and Use Policy (Pol No. 16)
- Purchasing Policy (Pol No. 17)

The Town will provide the Code to all employees within 30 days of its effective date via electronic distribution. The policy will be included in all new hire onboarding packages as a condition of employment; employees will have to review and sign off that they have read, understood and will comply with the Code. Annually, employees will complete an online acknowledgement certifying that they have read, understood and will continue to comply with the Code.

Developing and implementing an Employee Code of Conduct and Ethics also aligns well with the People Strategy Objective of “Deliver Excellence in HR Core Services,” with a focus on Efficiency and Effectiveness.

Consultations

All Departments

Financial Implications

There are no financial implications associated with this policy.

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:

Amanda Schram, CHRL
People & Culture Advisor

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Rules of Employee Conduct – July, 2000
2	CAO-PC-2024-09 Employee Code of Conduct and Ethics – August 2024



The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

To: Personnel Committee

From: Michelle Drouillard, Director People and Culture

Date to Council: August 13, 2024

Report Number: CAO-PC-2024-08

Subject: Conflict of Interest Policy

Recommendations

It is recommended:

That Report CAO-PC-2024-08 entitled “Conflict of Interest Policy” be **received**;

And that Attachment 1 to Report CAO-PC-2024-08 “Conflict of Interest Policy” be **recommended** by the Personnel Committee for **approval** by Council at the September 10, 2024 Regular Council Meeting.

Background

In the process of conducting a departmental policy review, Administration became aware that the Corporation does not have a Conflict of Interest Policy in place for employees.

A Conflict of Interest Policy outlines the procedures for employees when a conflict or perceived conflict of interest occurs between their personal interests and the interests of the Corporation. Through policy benchmarking we found that many municipalities have a policy in place for employees in order to avoid situations that could erode public and internal trust or damage the Corporation’s reputation.

This policy supports the Town's values of accountability and integrity and ensures employees are aware of what a conflict or perceived conflict of interest is and how to avoid such situations.

Comments

Our policy states that the Town of Tecumseh is committed to ensuring that Town employees conduct the business of the Town in an equitable, independent, impartial, and responsible manner.

An employee for the purpose of this policy includes any unionized, non-unionized, management, full and part-time, permanent, temporary, student, volunteer firefighter, contract, and seasonal staff.

The policy provides clear definitions and examples of conflicts of interest. The examples included are below:

- a) Where an employee makes a personal bid on the sale of municipal property or goods, except in circumstances where the property or goods are being disposed of at public auction.
- b) Employees or family members living within their household sell goods, materials, or services to the Municipality. An exception may be made with the approval of the Chief Administrative Officer (CAO) to secure services from an employee outside the regular hours of employment on a fee for service basis, provided the opportunity is made available on an equal basis to other persons.
- c) Where an employee may influence the decision of the Municipality in dealing with a company or person which conducts business with the Municipality, when the company or person is largely owned or controlled by an employee or an immediate relative, or in which the employee may have an interest.
- d) Where an employee may influence the decision of the Municipality in respect of a particular company or person which is applying to the Municipality for a loan, grant or other advantage, when the employee has a significant responsibility in the affairs of the applicant (i.e., the Employee is a trustee of land or other property).
- e) Ownership by an employee of land or their property where a property's value may be influenced by the employee.
- f) When an employee solicits or accepts a gift, present, favour or the materiality of, placing the employee under obligation to the donor.
- g) When members of an employee's immediate family receive personal benefit because of the position of the employee.
- h) When an employee performs similar duties outside of their position and hours of work at the Municipality. This could be self-employment, working

for a second employer, or a side job performed with or without remuneration for friends or family.

The policy states that employees shall not undertake outside employment, including self-employment, if such employment:

- a) Causes a real or perceived conflict of interest;
- b) Is performed in such a way as to appear to be an official act of or to represent the Town;
- c) Interferes with regular Town duties in any way; or,
- d) Involves the use of Town premises, resources or equipment including but not limited to Town e-mail, telephones, cell phones, or supplies.

The policy documents that if an employee believes that there is potential for real or perceived conflict of interest, then that employee must make prompt and full disclosure in writing to their supervisor and obtain approval prior to commencement of activities. It is not the responsibility of the Municipality to discover a conflict of interest or a perceived conflict of interest.

The policy also identifies that an employee shall not act or advocate for or represent any person or entity other than the Municipality, in any court proceeding or other adversarial proceeding, in which the Municipality is a party or participant.

Disclosure of confidential information is also addressed in the way that employees must use utmost care and discretion in the handling of confidential or privileged information and other information coming to them by reason of employment, and such information shall not be used for personal benefit of family, friends, or associates. Employees are not to discuss or pass on such information unless the exchange is necessary for a specific business purpose of the Municipality.

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

Consultations

All Departments

Financial Implications

There are no financial implications associated with this policy.

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:

Amanda Schram, CHRL
People & Culture Advisor

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	CAO-PC-2024-08 Conflict of Interest Policy – August 2024



The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

To: Personnel Committee

From: Michelle Drouillard, Director People and Culture

Date to Council: August 13, 2024

Report Number: CAO-PC-2024-07

Subject: Progressive Discipline Policy Update

Recommendations

It is recommended:

That Report CAO-PC-2024-07 entitled “Progressive Discipline Policy Update” be **received**;

And that the revisions in Attachment 1 to Report CAO-PC-2024-07 “Progressive Discipline Policy Update” be **recommended** by the Personnel Committee for **approval** by Council at the September 10, 2024 Regular Council Meeting.

Background

In the process of conducting a departmental policy review, Administration discovered that Policy No. 64 Progressive Discipline Policy has not been updated since its adoption date of December 22, 2008.

This policy was implemented to ensure a consistent and fair approach to employee performance and behaviour and applies to all Town employees.

Updates to this policy are required to ensure the Town is in line with industry best practices, supporting our management team and providing a framework for employees to understand the discipline process. Should a discipline matter be grieved by an employee, or if they choose to pursue litigation, the Corporation will be asked to provide

this policy as supporting documentation and to demonstrate a recent review and relevancy in the workplace.

Ensuring this policy is current also falls in line with the People Strategy Objective of “Deliver Excellence in HR Core Services,” with a focus on Efficiency and Effectiveness.

Comments

A review of the Policy No. 64 Progressive Discipline Policy found deficiencies in the policy procedures and outdated wording and language throughout the policy.

Amendments to the policy are summarized below and the fully revised policy can be found as Attachment 1.

- **Policy Statement** – Revised to a more all-encompassing statement.

Confidentiality and respect for an employee’s rights and dignity was added into the policy statement. It’s also noted that the policy will provide guidance and assistance to supervisors when the need for discipline arises.

- **Definitions** – Outdated wording and language was updated or removed.

The word counselling was removed from the policy as it’s an outdated term in relation to discipline. The policy was reviewed to ensure that inclusive language is used throughout.

- **Description/Procedures** – Updated to reflect current human resources best practices.

The verbal warning step has been removed from the process as they were documented and thus a written warning. Non-disciplinary actions such as a letter of expectation and employee development plan have been added to the policy. It was clarified that disciplinary steps may be repeated or escalated up to the point of termination depending on the factors.

It was added that should an employee decline the right to a union/association representative, a Waiver of Union Representation Form must be signed confirming such refusal and attached to the discipline letter.

Disciplinary record retention was added to the policy. Previously this was not specified. Employees that are members of the Fire Association follow what is prescribed in their employment agreement. For all other employees, disciplinary action will be retained for 24 months, provided no other disciplinary action has taken place in that time period.

- **Responsibilities** – Updated to reflect the updated procedures and removed any outdated wording and language.

The updated policy ensures that the Town is in line with current industry best practices. It also provides clear guidance on disciplinary procedures to employees, supervisors and managers.

This policy update also aligns with the Town’s strategic priority to enhance the service experience of Team Tecumseh.

Consultations

All Departments

Financial Implications

There are no financial implications associated with this policy.

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:

Amanda Schram, CHRL
People & Culture Advisor

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	64 – Progressive Discipline Policy – Update August 2024



**The Corporation of the
Town of Tecumseh**

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: September 10, 2024

Report Number: DS-2024-29

Subject: Memorandum of Understanding and Zoning By-Law
Amendment
Proposed Excess Soil Fill Site and Future Passive Municipal
Recreational Area
Northeast of South Talbot Road and Howard Ave. Intersection
Results of Public Meeting and Final Recommendations
OUR FILE

Recommendations

It is recommended:

That Report DS-2024-29 entitled “Memorandum of Understanding and Zoning By-Law Amendment: Proposed Excess Soil Fill Site and Future Passive Municipal Recreational Area - Northeast of South Talbot Road and Howard Ave. Intersection, Results of Public Meeting and Final Recommendations”, **be received**;

And that a by-law authorizing the execution of the Amico Infrastructure Inc. Memorandum of Understanding, dated July 5, 2024, satisfactory in form to the Town’s Solicitor, which provides terms and conditions regarding Amico Infrastructure Inc.’s proposal to permit its 15 hectare (37 acre) property located on the north side of South Talbot Road, immediately east of its intersection with Howard Avenue to be used as a temporary reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, and long-term to be used for a naturalized, passive municipal recreational property, **be adopted**;

And further that a by-law having the effect of amending Zoning By-law 85-18 by rezoning a 15 hectare (37 acre) parcel of land located on the north side of South Talbot Road, immediately east of its intersection with Howard Avenue, from “Agricultural Zone (A)” to a site-specific “Agricultural Zone (A-42)” to permit the use of the property as a temporary excess soil reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, and long-term to be used for a naturalized, passive municipal recreational property, in keeping with DS-2024-29, **be given first and second readings;**

And furthermore that a new site plan control by-law that will:

- i) designate the entirety of the Town of Tecumseh as a site plan control area, in accordance with Section 41 of the *Planning Act* and subsection 10.4.1 of the Tecumseh Official Plan;
- ii) add excess soil reuse sites in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, as amended, as a land use subject to site plan control; and
- iii) repeal the current Town-Wide Site Plan Control Designating By-law, being By-law Number 2022-103,

be adopted.

Background

Planning Application and Property Location

Amico Infrastructure Inc. (“Amico”) filed an application with the Town to amend Zoning By-law 85-15 for a 15-hectare (37 acre) property located on the north side of South Talbot Road, immediately east of its intersection with Howard Avenue (“subject land”) (see Attachment 1). The application proposed the rezoning of the lands from “Agricultural Zone (A)” to a site-specific “Agricultural Zone (A-42)” to permit the use of the property as a temporary excess soil reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management, and long-term to be used for a naturalized, passive municipal recreational property. The subject property is designated Agricultural in the Town of Tecumseh Official Plan (see Attachment 2) and zoned Agricultural Zone (A) in Zoning By-law 85-15 (see Attachment 3).

The clean fill proposed to be brought to the site would be from Amico projects, with the only exception being an allowance for 10% of clean fill to be brought to the site from Town capital infrastructure projects, at a cost to be negotiated by the Town.

The placement of soil within the 15 hectares (37 acres) would be completed in such a manner that complies with a to-be-agreed-upon Park Plan prepared by and at the expense of Amico with the assistance of a landscape architect and/or parks planner and approved by the Town. The current concept is to place the fill on the property in a manner that, when complete, will form two, approximately 40-foot-high, centrally located hills, and will include the planting of indigenous plants and the construction of gravel multi-use trails (see preliminary park concept plan, cross-section and park images at Attachment 4). Upon approval by the Town, the property would then be transferred at no cost to the municipality, possibly in phases. No transfers would take place until after the completion of various due diligence matters relating to the satisfactory condition of the property. It is estimated that the entire property would be filled, naturalized and transferred to the Town in 10-12 years after approvals. Vehicular access to the property would continue to be from the current driveway on South Talbot Road.

Administration, comprising representation from Development Services, Community and Recreation Services, Public Works and Engineering Services, and Legislative and Clerk Services have had several meetings with Amico representatives regarding this proposal. In addition, staff from MECP have attended several meetings and support the proposal.

Previous Council Resolutions

On July 23, 2024, by way of Report [DS-2024-27](#), Council:

- reviewed the proposal and received Report DS-2024-27;
- supported in principle a Memorandum of Understanding which provides terms and conditions regarding Amico Infrastructure Inc.'s proposal subject to the outcome of the associated zoning by-law amendment application and public consultation process;
- authorized the scheduling of a public meeting in accordance with the *Planning Act* with respect to the proposed zoning by-law amendment; and
- directed Administration to prepare a Report summarizing the results of the public/agency consultation process.

Public/Agency Consultation Process

On August 13, 2024, Council held a public meeting in accordance with *The Planning Act* to hear comments on the proposed rezoning. The public meeting was attended by an Amico representative.

No concerns were raised at the public meeting with respect to the proposed zoning by-law amendment application.

In addition, correspondence was received by the County of Essex, the Essex Region Conservation Authority and the Ministry of Transportation. All agencies confirmed that there were no concerns with the application, however, the Ministry of Transportation noted that all future access to/from the property will be restricted to South Talbot Road and that no direct access to Highway 3 would be permitted. This form of access is consistent with the discussions between the Town and Amico to date and will be enshrined in the associated site plan control agreement.

Comments

In the absence of any concerns being expressed as part of the public consultation process, it continues to be the opinion of Administration that the use of the property in the manner proposed results in appropriate development. The planning rationale in support of the proposal was provided in Report DS-2024-27. Accordingly, the following immediate and subsequent actions are recommended in keeping with the process outlined in Report DS-2024-27 and the associated resolution of Council passed at the July 23, 2024, Regular Council Meeting.

Immediate Actions

The following immediate actions are recommended for Council at the September 10, 2024, Regular Council Meeting:

- 1) **Memorandum of Understanding**: authorize the execution of the Amico Infrastructure Inc. Memorandum of Understanding (“MOU”), dated July 5, 2024, satisfactory in form to the Town’s Solicitor (see Attachment 5);
- 2) **Zoning By-law Amendment (first and second reading)**: give first and second reading to the Zoning By-law amendment, with third and final reading withheld pending the execution of a site plan control agreement between the Town and Amico. The zoning by-law amendment will ultimately place the property into a site-specific Agricultural Zone (A-42) zone to permit the site’s temporary use as an excess soil reuse site in accordance with Provincial regulations and a passive municipal naturalized recreational area. This will provide Amico with a high degree of certainty with respect to the likely outcome of the rezoning process, while ensuring for the Town that the property is not prematurely zoned without the agreed upon details and obligations being executed and registered on title by way of a site plan agreement, including the requirement for the ultimate

transfer of the land to the Town in an approved form and at no cost to the Town. The finalization (third reading) of the provisional passage (two readings) of the zoning by-law amendment will only occur upon the completion and execution of a site plan control agreement for the property;

- 3) **Site Plan By-law:** adopt a new Town-wide Site Plan Control By-law having the effect of making excess soil site operations subject to site plan control.

Subsequent Actions

If Council proceeds with the prior actions at the September 10, 2024, Regular Council Meeting, the following items will then need to be completed subsequently to finalize the approval process:

- 1) **Site Plan Control Agreement:** a site plan control agreement will be negotiated and executed between the Town and Amico to ensure the temporary excess soil re-use site is properly managed and operated in accordance with Provincial regulations and that the site ultimately is conveyed in a satisfactory condition to the Town for public use. The agreement will include those terms set out in the MOU and will establish that the transfer of land will be at no cost to the Town and that the land will be improved to an acceptable form (naturalized plantings, gravel multi-use trails, etc.). In accordance with the MOU, AMICO will have 180 days after the date of provisional passage (1st and 2nd readings) of the Zoning By-law amendment to enter into a site plan control agreement;
- 2) **Zoning By-law Amendment (third and final reading):** Upon the execution of a Site Plan Control Agreement, Council would give consideration for third and final reading of the Zoning By-law Amendment;
- 3) **New Fill Permit:** Upon the two proceeding items being completed, the Owner would make application for issuance of a new Fill Permit. The new Fill Permit would establish capacities and attach such other terms and conditions as may be applicable.

Consultations

Community & Recreation Services
Public Works & Engineering Services

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 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:

Beth Gignac, BA Hons
Director Community & Recreation Services

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

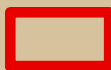
Attachment Number	Attachment Name
1.	Property Location Map
2.	Official Plan Map
3.	Zoning Map
4.	Preliminary Park Concept Plan
5.	Memorandum of Understanding



Prepared By:
Development Services

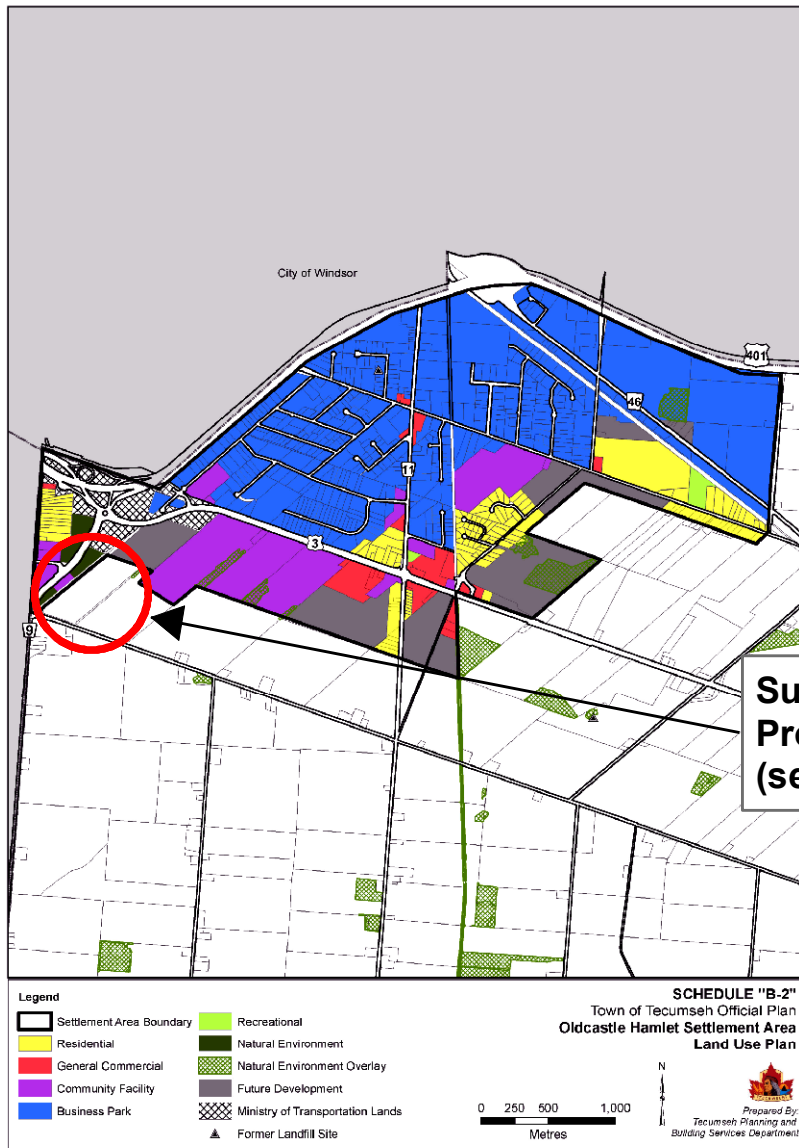


Legend:




Subject
Property

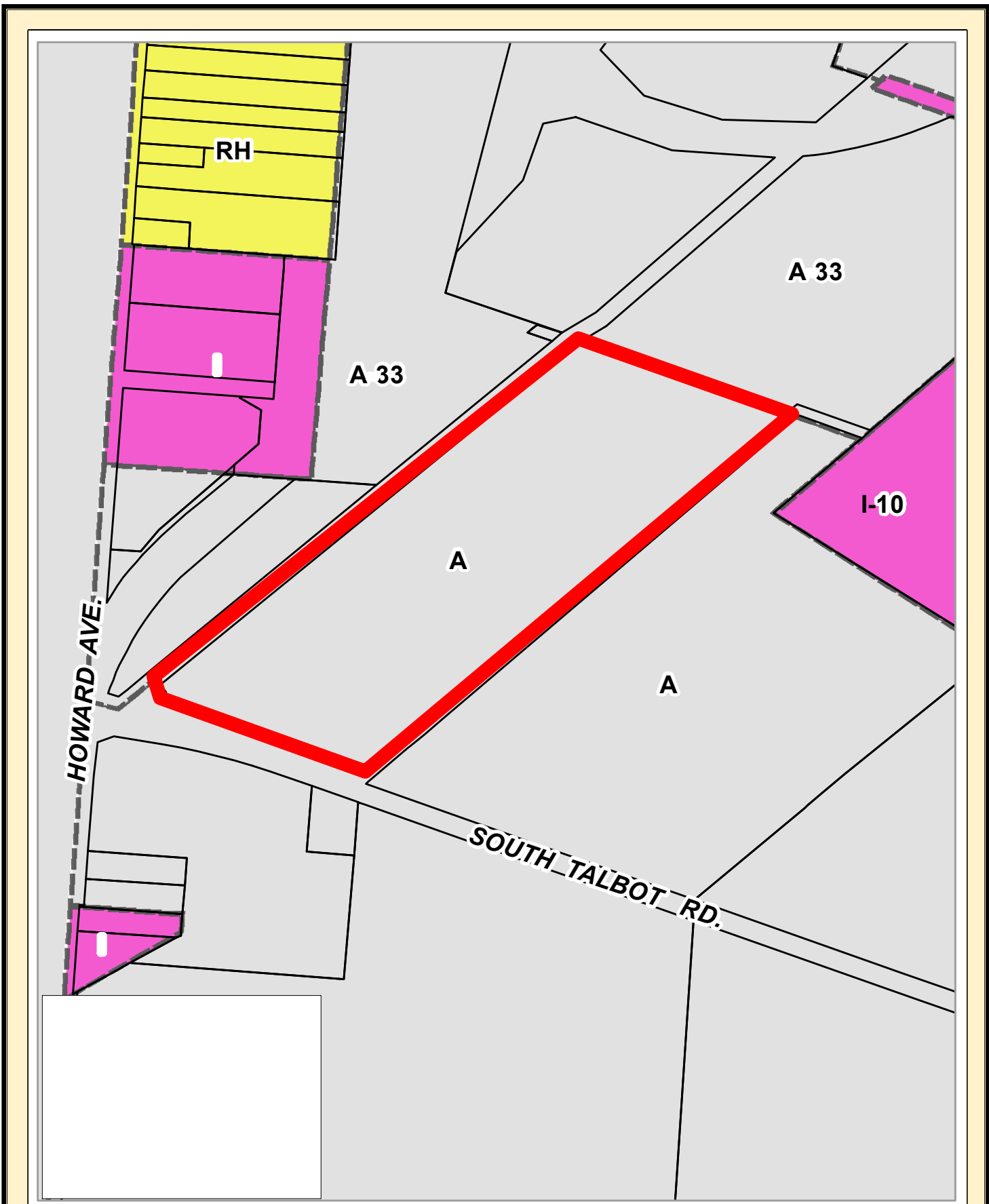
Attachment 1, DS-2024-29
Zoning By-law Amendment
AMICO Excess Soil Fill Site
Property Location




Prepared By:
Development Services

 Subject Property

Attachment 2, DS-2024-29
Zoning By-law Amendment
AMICO Excess Soil Fill Site
Official Plan



Prepared By:
Development Services



Legend:



Subject Property

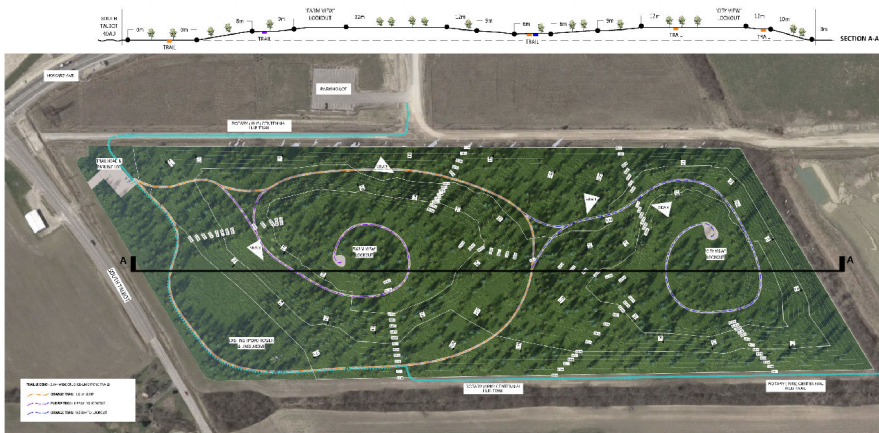
Attachment 3, DS-2024-29
Zoning By-law Amendment
AMICO Excess Soil Fill Site
Zoning



2195 Blackacre Drive
Ottawa, ON, N6R 1E0
Canada
Tel: 519.737.1577

A1 AERIAL VIEW
AMICO FARMLAND PARK CONCEPT

SCALE:
ISSUED:
2023 07 13
NORTH



A2 SITE PLAN
AMICO FARMLAND PARK CONCEPT

SCALE:
ISSUED:
2023 07 13
NORTH



A3 RENDERINGS
AMICO FARMLAND PARK CONCEPT

SCALE:
ISSUED:
2023 07 13
NORTH



2195 Blackacre Drive
Ottawa, ON, N6R 1E0
Canada
Tel: 519.737.1577



2195 Blackacre Drive
Ottawa, ON, N6R 1E0
Canada
Tel: 519.737.1577



Prepared By:
Development Services

Attachment 5, DS-2024-29 Memorandum of Understanding

Memorandum of Understanding

Between Amico Infrastructures Inc. (“**Owner(s)**”) and

The Corporation of the Town of Tecumseh (“**Municipality**”)

regarding Temporary Reuse Site and Permanent Naturalized Municipal Park

July 5, 2024

RECITALS

Whereas the Owners own certain lands situated within the corporate limits of the Municipality, said lands being the more or less 36 acre property located at the intersection of South Talbot Road and Howard Avenue in the Town of Tecumseh and legally described as Part S ½ Lot 305, Concession STR Sandwich East and as more particularly described in Schedule "A" hereto (the "**Site**");

And Whereas the Owners have an existing Fill Permit in respect of the Site that is at or near capacity such that the Owners intend to make application for a new Fill Permit to be issued by the Municipality in respect of the Site so as to allow the Site to continue to be used for the temporary importation of excess soils and that the Owners acknowledge and agree that such application and the temporary exportation of excess soils thereof under the new permit shall be subject to the terms and conditions of this Agreement;

And Whereas the Owners intend to make application for a Zoning By-law Amendment (“**ZBA**”) to allow for the use of the site as a temporary “reuse site” in accordance with Ontario Regulation 406/19 : On-Site and Excess Soil Management and for the future use and development of the Site for permanent naturalized municipal park purposes. The Owners acknowledge and agree this Agreement is expressly made conditional upon such ZBA application and its approval shall be made subject to the terms and conditions of this Agreement governing the use and development of the Site which will eventually be supplemented by a Site Plan Control Agreement which requires the approval of the Municipality;

And Whereas, in accordance with the terms and conditions of this Agreement, the Owners intend to convey the site to the Municipality for future municipal parkland purposes with such conveyance(s) to be in such manner and upon such terms and conditions as or to be specified in this Agreement with the Municipality and as more detailed in the Site Plan Control Agreement to be prepared for this Site;

And Whereas the Owner covenants and agrees to use and develop the Site in accordance with this Agreement and the Site Plan Agreement once such Site Plan Control Agreement is prepared and is in effect;

And Whereas the proposed use and development of the Site shall be otherwise in accordance with the Official Plan and Zoning By-Law of the Municipality and a Site Plan Agreement pertaining to the Site’s development into municipal naturalized parkland;

And Whereas the Municipality and the Owner are therefore desirous of entering into a binding Memorandum of Understanding (“**MOU**”) outlining the matters agreed to as of the date hereof and the matters, terms, and conditions still to be discussed and formalized regarding the Site, its proposed use as a temporary reuse site and its development and use as a permanent naturalized municipal park.

Now Therefore this Agreement Witnesseth that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

1. Prior to New Fill Permit: Zoning By-law Amendment Application (“ZBA”)

- a. The parties agree that upon the execution of this MOU the Owner at its expense will forthwith make application to rezone the Site to an Agricultural Defined Area that in addition to the current permitted uses will permit the Site’s temporary use as a re-use site in accordance with Ontario Regulation 406/19 : Onsite and Excess Soil Management, and which would also allow the placement of excess soils at the Site to be in such a form and manner such that both prior to and upon completion of the new Fill Permit would also allow for the use of all or a part of the Site as a municipal naturalized, low maintenance park.
- b. The Owner agrees to provide as part of the ZBA application process a detailed Site Plan depicting the final design of the Site. The Site Plan and the Fill Management Plan will form part of the Site Plan Control Agreement. The Site Plan must be in accordance with the Fill Management Plan. Both parties agree that the proposed By-law authorizing the zoning amendment will first be proposed to Council for provisional passage (two readings) with the By-law to be brought back for proposed third and final reading only upon the completion and execution between the parties of the Site Plan Control Agreement which agreement shall specify the binding and enforceable terms and conditions and rights and obligations of each of the Owner and the Municipality and which agreement shall be registered against the land to which it applies, and providing the municipality the ability to enforce the agreement against present and future owners.

2. Application for a New Fill Permit for the Site

- a. Upon the Zoning By-law amendment (application) final approval and execution of a Site Plan Control Agreement the Owner will forthwith make application for and be issued a new Fill Permit (to supersede or replace the existing Permit) for the proposed importation of excess soil to the Site during the period of time from on or about the date of Zoning By-law Amendment final Approval and continuing for a period of up to Ten (10) years (subject to such conditions or limits that may be imposed by the

New Fill Permit or such amended time periods mutually agreed upon as the case may be) hereinafter the "New Fill Permit Period".

3. Site Plan Control Agreement: Temporary Reuse Site and Transition to Naturalized Park Land

- a. The parties shall enter into a Site Plan Control Agreement (the "**Agreement**") between the Owner and the Municipality specifying the rights and obligations of each of the Owner and the Municipality relating to the use of the Site as a temporary re-use site and the phasing and progression from a re-use site to a naturalized park . Such Site Plan Control Agreement may be registered against the land to which it applies, and the municipality may enforce the agreement against present and future owners.
- b. The execution of the Site Plan Control Agreement shall be made an express condition of the Zoning By-law Application final approval.
- c. Unless agreed to otherwise in writing the failure to enter into the Site Plan Control Agreement within 180 days after the date of the Zoning By-law Application shall result in this MOU and any of the obligations arising therefrom to become immediately null and void without either party hereto being entitled to costs and damages associated therein.
- d. The Site Plan Control Agreement will provide sufficient detail as to the proposed volumes, heights, and placement distributions of excess soils over the Site during the applicable time period(s).
- e. The Site Plan Control Agreement will restrict the placement of fill to materials generated by construction projects managed by the Owner and/or the Town of Tecumseh, and will reference the terms and conditions to be adhered to and will require the placement of any Fill on the Site to be suitable for reuse as a naturalized municipal park in accordance and compliance with the Fill Management Plan, the Excess Soils management regulations and any other MECP requirements.
- f. The Municipality's use of the Site under the Agreement as relating to the placement of fill will be limited to not more than 10%, at an agreed upon cost, of the permit volume specified for approved fill from municipal construction projects.
- g. The Agreement will require the following:
 - i. A Fill Management Plan for the proposed importation of excess soils and proposed soil management activities during the applied period of time that will be carried out in accordance and compliance with the Site Plan Control Agreement, Ministry of the Environment, Conservation and Parks ("**MECP**") requirements (and in particular

the MECP document entitled "Rules for Soil Management and Excess Soil Quality Standards, December 21, 2020 and also in accordance with Ontario Regulation 406/19 : Onsite and Excess Soil Management.

- ii. The Fill Management Plan and application for a new Fill permit shall be accompanied by such Lab results or such related and further records and assurances as may be required by the Municipality as prepared by the Qualified Person (QP) to satisfy that the soil imported to the site to date pursuant to the existing Fill Permit has not introduced any new contaminants to the Site (being those contaminants of concern listed in the MOECC Soil and ground water and Sediment Standards for use under Part XV.1 of the E.P.A., 2011).

As a condition of the Agreement the Owner shall agree to covenant, represent, and warrant and provide such further records and assurances as may be required by the Municipality to satisfy that:

- i. the soil imported to the site to date pursuant to the existing Fill Permit has not introduced any new contaminants to the Site (being those contaminants of concern listed in the MOECC Soil and ground water and Sediment Standards for use under Part XV.1 of the E.P.A., 2011).
 - ii. the fill imported to the site pursuant to the existing Fill permit is in ongoing compliance with standards set out in O. reg. 406/19 and O. Reg. 153/04 as amended, for the current property use.
- h. As a further condition of the Agreement, the Owner, during the New Fill Permit Period, shall covenant, represent, and provide a warranty acknowledging that it has not and will not engage in activities on the Site which may result in:
- i. Adverse erosion and environmental impacts on and off-site;
 - ii. Blockage of a swale, ditch, or watercourse;
 - iii. Siltation in a watercourse, wetland, or storm sewer;
 - iv. Transportation of silt to adjacent, neighbouring, or downstream properties;
 - v. Pollution of a watercourse;
 - vi. Flooding or ponding on adjacent lands;

- vii. Flooding or ponding caused by a watercourse overflowing its banks;
 - viii. Hindering the orderly development of any lands;
 - ix. Detrimental effect on any trees of a caliper of 75mm dbh or more located on the lands unless approved by the municipality;
 - x. Detrimental effect on matters of inherent biological sensitivity such as, but not limited to aquifer recharge, soil permeability, water quality, and wildlife habitat;
 - xi. Unauthorized injury or destruction of trees, which in the opinion of the Municipality could reasonably be avoided or which are trees protected under any other applicable by-laws of the Municipality or County;
 - xii. A loss or detrimental effect on the natural environment, including but not restricted to lands designated as environmentally significant, however expressed in Official Plans or Zoning By-laws, including designations of areas as environmentally sensitive, environmental protection, as being of environmental concern and as being ecologically significant;
 - xiii. A detrimental effect to the visual amenities of the land such that it constitutes an unreasonable interference with enjoyment of property;
 - xiv. A detrimental effect on areas of archaeological significance; or
 - xv. Contamination of or the degradation of the environmental quality of land.
- i. The Municipality reserves the right to suspend or terminate the New Fill Permit in the event of the Owner's material default under the Site Plan Control Agreement which default is not remedied in accordance with the timelines and requirements of the Site Plan Control Agreement.
 - j. The Site Plan Control Agreement (the "Agreement") shall further contain the following plans and information, at a minimum:
 - i. A Park Plan prepared by a landscape architect depicting the phasing, progression, and design of the Site from a temporary re-use site for excess soils to a naturalized municipal park. The respective responsibilities and costs of the Owner and the Municipality as relating to the various components of the Park Plan will be detailed in the Site Plan Control Agreement . The Owner

agrees that the Site Plan Control Agreement will provide that the Site is to be built in accordance with the approved Park Plan.

- ii. A Fill Management Plan with Fill volume reporting protocols to the Municipality;
 - iii. Ground Water Monitoring Plan;
 - iv. Storm Water Management Plan;
 - v. Grading Plan ;
 - vi. Mud and Dust Control Plan;
 - vii. Sediment and Erosion Control Plan;
 - viii. Approved Haul Route Plan;
 - ix. MTO, ERCA or County Permits (as applicable);
 - x. Complaint Response Protocol;
 - xi. Site Security Plan;
 - xii. Commitment to undertake any *Drainage Act* related requirements/process;
 - xiii. Insurance requirements and indemnities;
 - xiv. Financial Security/Assurance requirements acceptable to the Municipality;
 - xv. Pre-assessment information relating to the quality of the ambient Soil and groundwater on the Receiving Site as well as the existing topography of the Site;
 - xvi. The phasing if applicable, timing, terms and conditions and due diligence relating to the conveyance (s) of the Site from the Owner to the Municipality;
 - xvii. The timing, terms and conditions and respective responsibilities and costs of the use of the Site as a temporary re-use site and the transition/development to use as a naturalized municipal park;
 - xviii. Any other matters not expressly mentioned in this MOU.
- k. The Grading Plan shall be based on an identified legal survey of the Site. The Grading Plan shall be prepared by a qualified person and shall include the following:

- i. a key plan showing the location of the site and a minimum of 30 meters beyond the site;
 - ii. the scale of the drawing in metric;
 - iii. property lines of the Site, including dimensions and the number of hectares of the Site;
 - iv. the location, dimensions, elevations and use of buildings and other structures existing or proposed to be erected on the Site;
 - v. the current and proposed use of the Site as well as the location, dimensions and use of buildings and other structures adjacent to the Site;
 - vi. topographical information including ground contours and natural or constructed drainage features including as applicable constructed drains, ditches, swales, tiles, culverts and providing such information to ensure that all site run-off is suitably conveyed in accordance with Drainage Act Requirements;
 - vii. detailed locations, including dimensions, identifying the proposed locations for the placement of Fill on the lands and the proposed volumes, heights, and distribution areas at those detailed locations for the placement of Fill in accordance with the Park Plan.
- l. The Site Plan Control Agreement shall require that the Owner retain a qualified person to prepare, implement and supervise the Fill Management Plan throughout the New Fill Permit Period.
 - m. The Site Plan Control Agreement shall further require that the Owner:
 - i. retain a qualified person to ensure that the operations on the Site are proceeding in accordance with sound engineering and environmental best practices and the approved Site Plan Control Agreement, including all Appendices to such Agreement;
 - ii. retain a qualified person to report in writing on a regular basis that the activity on the Site is in accordance with the approved Site Plan Control Agreement including all Appendices, the Permit, and all By-Laws;
 - iii. require that the activity on the Site is completed by the dates specified in the Site Plan Control Agreement;
 - iv. comply with the applicable Soil, Groundwater, and Sediment Standards for use under Part XV.1 of the EPA and the

Management of Excess Soil – A Guide for Best Management Practices, January 2014;

- v. During the New Fill Permit period, to prepare any plans requested by the Municipality to identify the volume, extent and location of any Fill placed, dumped, cut or removed as part of the activity on the Site and thereafter to engage, prior to any conveyances to the Municipality, an Ontario Land Surveyor to prepare such reasonable plans requested by the Municipality ;
- vi. provide a security deposit, which shall act as financial Assurance, to be used to remedy any breach of this MOU, any By-laws, the New Fill Permit or the Site Plan Control Agreement, with such security to be drawn on by the Municipality in accordance with the provisions of the Agreement but no sooner than 30 days after the Municipality has provided notice to the Owner that corrections must be made and those corrections have not been made;
- vii. at its sole discretion, and, without limiting the generality of the foregoing, such security may be used to bring the land to a condition satisfactory to the Municipality and to pay any outstanding amounts that may be owed by the Owner but no sooner than 30 days after the Municipality has provided notice to the Owner that corrections must be made and those corrections have not been made;
- viii. indemnify the Municipality for any liability, costs, damages, or losses incurred directly or indirectly caused by the issuance of a Fill Permit or arising out of the Site Plan Control Agreement and to provide Insurance, to the satisfaction of the Municipality as may be particularly described in the Site Plan Control Agreement.
- n. The Site Plan Control Agreement will further authorize the Municipality throughout the term of the Agreement to enter on the Site, upon reasonable notice and times for the purpose of carrying out inspections to determine or satisfy itself as to whether or not the following are being complied with: a. any By-laws; b. the New Fill Permit and/or Site Plan Control Agreement, or a condition of the Fill Permit and/ or Site Plan Control Agreement. The Site Plan Control Agreement will further identify what will constitute a default by either party of their obligations and the consequences thereof.
- o. For the purposes of these inspections, it is agreed that the Municipality may:
 - i. require the production for inspection of documents or things relevant to the inspection and/or the Site;

- ii. inspect and remove documents or things relevant to the inspection and/or the Site for the purpose of making copies or extracts;
 - iii. require information from any Person concerning a matter related to the inspection and/or Site; and
 - iv. alone or in conjunction with a Person possessing special or expert knowledge, make such examinations or take such tests, samples, or photographs that the municipality deems necessary for the purposes of the inspection and/or Site.
- p. All documents and records relevant to such inspections and/or the Site shall be kept in a good and business-like manner for review by the Municipality upon reasonable request.

4. Transition to a permanent Naturalized Municipal Park

a. Conveyances to the Municipality

The Site Plan Control Agreement (the “**Agreement**”) will provide that during the New Fill Permit Period plus a period of 180 days thereafter the Owners cannot legally transfer title to any or all of the Site except otherwise to the Municipality or as permitted by the Municipality in accordance with the Agreement. Upon execution of the Agreement the Owners shall apply to the Land Registrar to make an entry, pursuant to section 118 of the Land Titles Act, on the title register of such Parcel, as applicable, that no transfer shall be made, or charge created without the approval of the Municipality. The Owners will further acknowledge in the Agreement that any sale, transfer, lease, charge, encumbrance or other dealings by it of any interest it may have in the Site or any portion thereof in contravention of this Agreement will cause irreparable damage and injury to the Municipality that would not be compensable by monetary damages alone and, accordingly, agrees that the Municipality shall, in addition to all other available legal or equitable remedies, be entitled to injunctive relief (without proving any damage sustained by it) against actual or potential breach of any provision in this section of the Agreement or to specific performance.

b. Transitional Conveyances to the Municipality prior to the end of the New Fill Permit Period

- i. The Site Plan Control Agreement (the “**Agreement**”) will describe if and when the Municipality will have an option or options to acquire or have conveyed to it a part or parts of the Site prior to the end of the New Fill Permit Period (the “**Option**” or “**Options**”). The Option (s) if granted under the Agreement will be granted in accordance with both the terms and conditions of the New Fill Permit and the Park Plan and will further describe the detailed locations, including

dimensions, identifying the proposed locations to be severed, the reference plan required and legal title to be transferred to the municipality for further transition to a permanent naturalized municipal Park in accordance with the Park Plan.

- ii. If the Municipality exercises its option to acquire any part of the Site prior to the end of the New Fill Permit Period then the parties shall enter into the conditional Agreement of Purchase and Sale (“APS”) within the timelines stated and in substantially the same form and manner to be agreed to and attached as a schedule to the Site Plan Control Agreement. The APS will detail the terms, conditions, and timing of the completion of the APS including the Municipality’s right to perform due diligence as a condition thereof prior to any conveyance.

c. Due Diligence prior to Conveyances to the Municipality

As will be further detailed both in the Agreement and in the terms of the APS , upon the Municipality’s exercise of the Option or in accordance with section 4(e) at the end of the New Fill permit period the Owners agree as follows which must be completed prior to any conveyance of the Site or a portion thereof:

- i. To obtain an environmental assessment Phase 1 and Phase 2 in respect of the entire site;
- ii. To make application for and to file a Record of Site Condition in respect of the entire site with the MECP;
- iii. to provide a covenant, warranty and representation in the form and manner agreed to in respect of the entire Site (which warranty shall survive the conveyances of the Site or any part of the Site) that the existing Fill Material on the site to date and the continuing and existing Site Conditions are in compliance with this MOU, the Fill Management Plan, the Site Plan Control Agreement and all other applicable laws and regulations;
- iv. To provide an environmental warranty and indemnity (to survive the conveyances of the Site or any part of the Site) and to be in the form and manner agreed to in respect of the Site and its existing or pre-existing environmental conditions and the Owners use and operations on the Site during its ownership thereof being in compliance in all material respects with all applicable Environmental Laws and permits issued pursuant thereto. The Site Plan Control Agreement will specify the length of time that the warranty and indemnity must be in place;

- v. To provide such other covenants, representations and warranties as may be specified in the Site Plan Control Agreement.

Unless the Owner already possesses an up-to-date Phase 1 Environmental Site Assessment of the Site property which is determined to be O.Reg.153/04 compliant, a new Phase One Environmental Site Assessment must be obtained. A Phase 2 Environmental Site Assessment must also be obtained following which an application for a Record of Site Condition (“RSC”) is to be filed with the MECP. Both the Owners and the Municipality will have the right to (i) witness such investigations under Phase One and Phase Two and (ii) promptly receive a copy of all results, analyses and reviews and receive copies of all environmental reports prepared together with disclosure of any matter required to be reported or disclosed by applicable Environmental Laws.

d. Environmental Defects

As a result of the Phase II Environmental Assessment the Municipality will notify the Owners on or before 30 days (30) days before the APS Completion Date (the “**Environmental Notice Deadline**”) of (i) the existence of any environmental condition on that part of the Site that is subject to the APS or on any other part of the Site that the Municipality reasonably believes constitutes a violation of Environmental Laws as in effect on the date thereof and/or which the Municipality, acting reasonably, believes substantially reduces or interferes with the operation, value or future use of the Site as contemplated by the Municipality (“**Environmental Defect**”), and (ii) the estimated cost to remediate or cure such condition

With respect to any Environmental Defect:

- i. the Owners shall have the right, but not the obligation, to undertake such remedial action as may be required by Environmental Law as currently applied to cure by such Environmental Defect by sending written notice of its binding commitment to effectuate such cure and the details and timing of such curative action, and if such commitment is reasonably satisfactory to Municipality, the closing date may if required be extended on a reasonable basis to provide for such curative action; provided that the Owners remain responsible for such remedial action until such time as the Owners have cured such Environmental Defect in accordance with Environmental Laws as currently applied and/or until such time as the Owners acting reasonably are satisfied that they have cured such Environmental Defect such that there is no reduction or interference with the operation, value or use of the Property as contemplated by the Municipality;

- ii. If Municipality and Owners cannot reach mutual agreement on whether an Environmental Defect exists or the Owner does not agree to undertake such remedial action within ten (10) days following the notice of an Environmental Defect then either party upon written notice shall have the option to terminate the APS but subject to the termination and/or Default terms and conditions of the APS and/or the Site Plan Control Agreement, and thereafter the obligations under the APS and the Agreement shall be deemed to be of no further force or effect.
- e. Conveyances to the Municipality at the end of the New Fill Permit Period**
- i. The New Fill Permit Period shall expire upon the completion of the transfer in whole of the ownership of the Site to the Municipality unless terminated earlier in accordance with the terms of the Site Plan Control Agreement.
 - ii. With respect to the conveyance and transfer of the whole or remaining portions of the Site to be conveyed to the Municipality the parties shall enter into the conditional Agreement of Purchase and Sale (“APS”) within the timelines stated and in substantially the same form and manner agreed to and attached as a schedule to the Site Plan Control Agreement. The APS will detail the terms, conditions, and timing of the completion of the APS including the Municipality’s right to perform due diligence as a condition thereof prior to any conveyance and/or the closing/completion dates of the subject conveyance.
 - iii. Unless the Owner already possesses an up-to-date Phase One and Phase Two Environmental Site Assessment and Record of Site Condition on the Site property which are determined to be O.Reg.153/04 compliant the Owner shall obtain an Environmental Assessment Phase 1 and Phase 2 in respect of the entire site and make application for and to file a Record of Site Condition in respect of the entire site with the MECP in accordance with the timelines specified in the APS.
 - iv. Any potential Environmental Defects arising from the Phase One and Phase Two Environmental Site Assessments shall be dealt with in accordance with section d) entitled ‘Environmental Defects’ of this MOU.
 - v. The Owner shall also prior to any conveyance of the Site or a portion thereof:

- provide a covenant, warranty and representation in the form and manner agreed to in respect of the entire Site (which warranty shall survive the conveyances of the Site or any part of the Site) that the existing Fill Material on the site to date are in compliance with this MOU, the New Fill Permit and Fill Management Plan, the Site Plan Control Agreement and all applicable laws and regulations;
- provide an environmental warranty and indemnity (to survive the conveyances of the Site or any part of the Site) and to be in the form and manner agreed to in respect of the Site and its existing or pre-existing environmental conditions and the Owners' use and operations on the Site during its ownership thereof being in compliance in all material respects with all applicable Environmental Laws and permits issued pursuant thereto;
- To provide such other covenants, representations and warranties as may be specified in the Site Plan Control Agreement.

5. Other Provisions:

- a. Any and all plans and works to be conducted under this MOU and the Plans and Agreements contemplated by this MOU shall be completed in accordance with:
 - i. Sound engineering practice;
 - ii. The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA); and
 - iii. Such criteria as may be specified or approved by Council of the Municipality.
- b. The Parties hereto agree that the covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- c. Each of the Parties further covenants and agrees that they and their respective heirs, successors, executors, administrators and assigns will

sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

- d. This MOU Agreement may be registered against the land to which it applies, and the municipality may enforce the agreement against present and future owners.
- e. This Agreement and all other Agreements, security, and documents to be delivered in connection with this Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.
- f. This Agreement is not assignable by the Owner prior to completion of the works without the consent of the Municipality.
- g. 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.
- h. 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:
 - i. prepared this agreement or any part of it; or
 - ii. seeks to rely on this agreement or any part of it.
- i. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:
 - i. having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to do so; and
 - ii. that he or she or it understands the terms, and his or her rights and obligations, under this Agreement. **IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of


The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara – Mayor

Per: _____
Robert Auger - Clerk

We have authority to bind the Municipality

Amico Infrastructures Inc.

Per:  _____
Dwayne Dawson,
District Manager Amico
Infrastructure

I have authority to bind the corporation

Schedule "A"

The Site





The Corporation of the Town of Tecumseh

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: September 10, 2024

Report Number: DS-2024-30

Subject: Tecumseh Transit Service (TTS)
January to June 2024 Status Report and
One-Year Extension of Transit Delivery and Maintenance
Services Agreement with First Canada ULC
OUR FILE: T03 TTS

Recommendations

It is recommended:

That Report DS-2024-30 - Tecumseh Transit Service (TTS) January to June 2024 Status Report and One-Year Extension of Transit Delivery and Maintenance Services Agreement with First Canada ULC; **be received**;

And that the negotiation of an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which facilitates a one-year extension to the existing contract for the period January 1, 2025 to December 31, 2025, consideration of which would be brought forward by way of a future report to Council, **be authorized**.

Executive Summary

This Report provides Council with an overview of ridership and revenue totals for the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2024 calendar year noting that the TTS has experienced a slight increase in ridership and revenue over the same time period in 2023. In addition, the Report provides a

recommended course of action with respect to the provision of transit services for 2025 in light of ongoing discussions with abutting municipalities regarding potential future changes to the transit service. Finally, the Report provides a status update on the purchase of three electric buses and related charging infrastructure.

Background

Tecumseh Transit Service Route

The Tecumseh Transit Service (TTS) is now mid-way into its fifteenth year of operation since it was introduced to the northerly urban area of the Town in December of 2009. From Monday to Friday, the TTS operates as a fixed-route service with a one-hour headway covering approximately 25 kilometres and 35 stops (see Attachment 1). On Saturdays, the TTS is an On-Demand service where riders can book rides using an app or the Town's call-in service.

The purpose of this Report is to provide Council with a ridership and revenue summary of the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2024 calendar year. In addition, the Report provides a recommended course of action with respect to the provision of transit services for 2025 and an update on the purchase of three electric buses and related charging infrastructure.

Comments

January to June 2024 Ridership Analysis

The TTS experienced higher monthly daily average ridership for five of the six first months in 2024 when compared against the same period in 2023. Monthly average daily ridership for the first six months of 2024 ranged from a high of 68 riders per day in February to a low of 56 riders per day in June (see Figure 1 below).

Figure 1
Average Daily Ridership by Month
2023 and January to June 2024

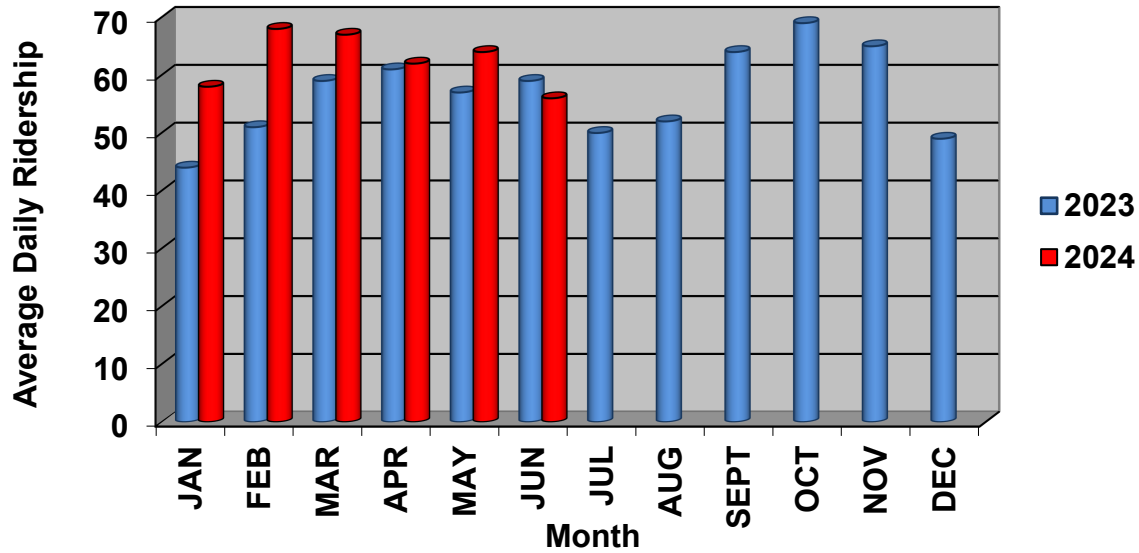
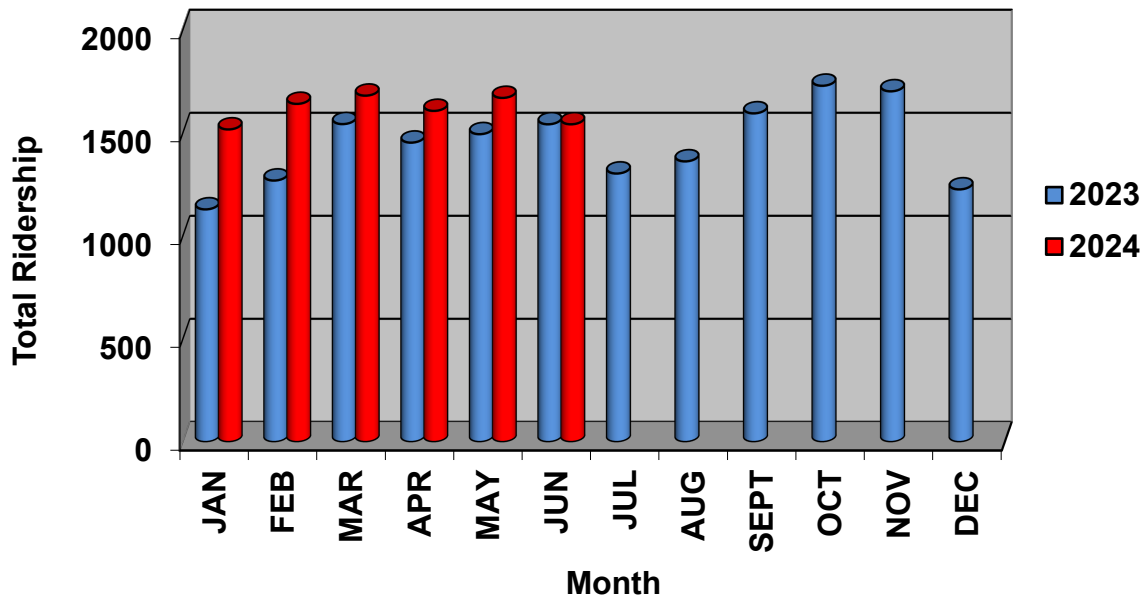


Figure 2 below illustrates total monthly ridership from January 2022 to the end of June 2024. The TTS experienced higher monthly ridership for five of the six first months in 2024 when compared against the same period in 2023. A high of 1,680 riders was achieved in March of 2024, with a low of 1,397 riders in June of 2024.

**Figure 2
 Total Monthly Ridership
 2023 and January to June 2024**



As with past years, the bus stop at Tecumseh Mall continues to be the most popular, accounting for 52% of all boardings, followed by the bus stops at the Food Basics and Zehrs grocery store plazas on Manning Road (9% and 4.5% of all boardings, respectively), L’Essor High School (4% of all boardings), and the stop immediately preceding the Tecumseh Mall stop on Southfield Drive (3% of all boardings) (see Attachment 2). In total, these five bus stops account for approximately 72% of all boardings on the TTS.

As illustrated in Figure 3 below, the TTS was in highest demand during the early morning period of 7:00 a.m. to 9:00 a.m., accounting for 17.5% of the total ridership, and the afternoon peak period between 3:00 and 5:00 p.m., with this two-hour period accounting for 23.6% of the total ridership. Ridership levels were relatively consistent during the late morning to early afternoon time periods. The lowest levels of ridership occurred during the first and last runs of the day.

Figure 3
Total Ridership by Time of Day
January to June 2024

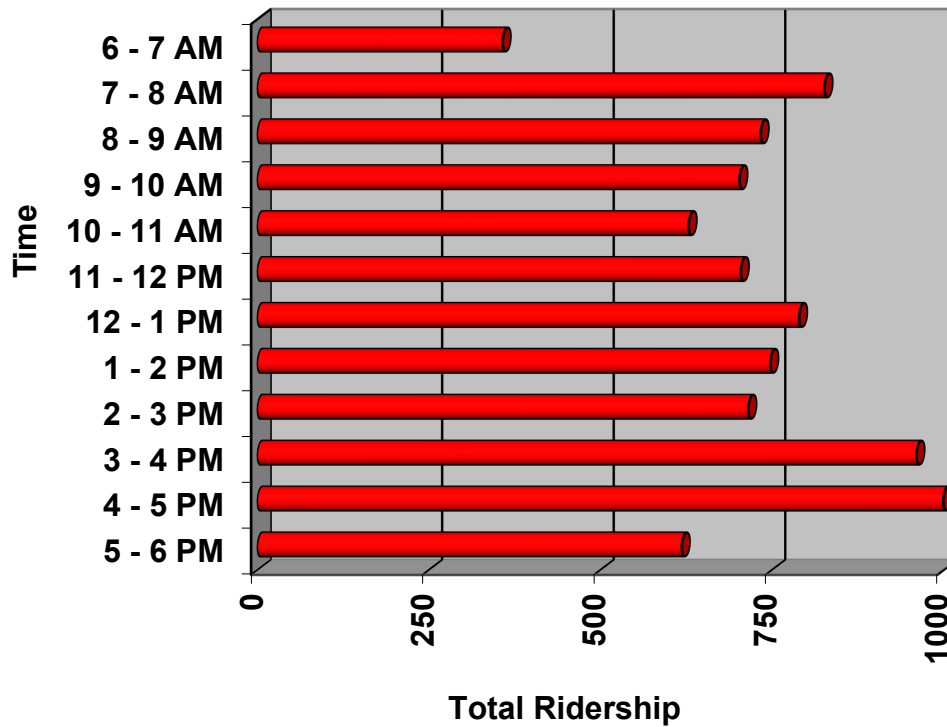
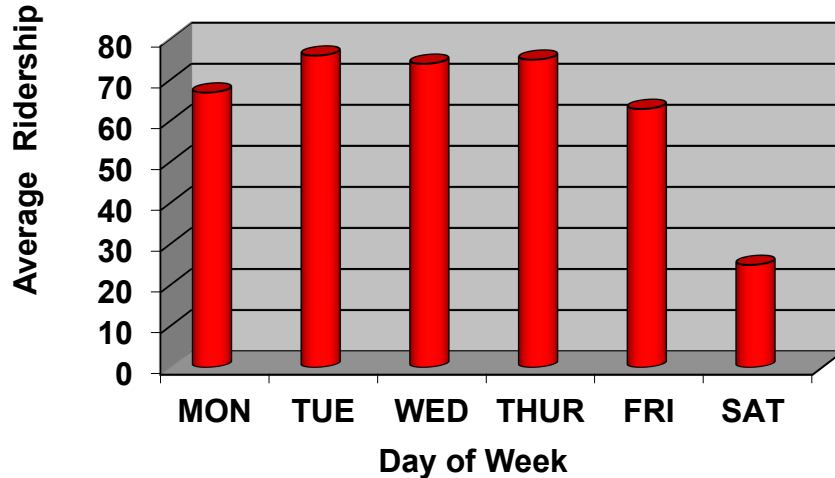


Figure 4 below illustrates that, except for Saturday, there does not seem to be any significant differentiation amongst the days of the week on which people are using the transit system. Lower ridership on the Saturday On-Demand service is attributed to fewer places of employment being open and schools being closed. The lower ridership was part of the reason for implementing the On-Demand service on Saturdays, as the bus is not in operation when there is no demand, thereby reducing fuel-related emissions and expenses.

Figure 4
Average Daily Ridership by Day of the Week
January to June 2024

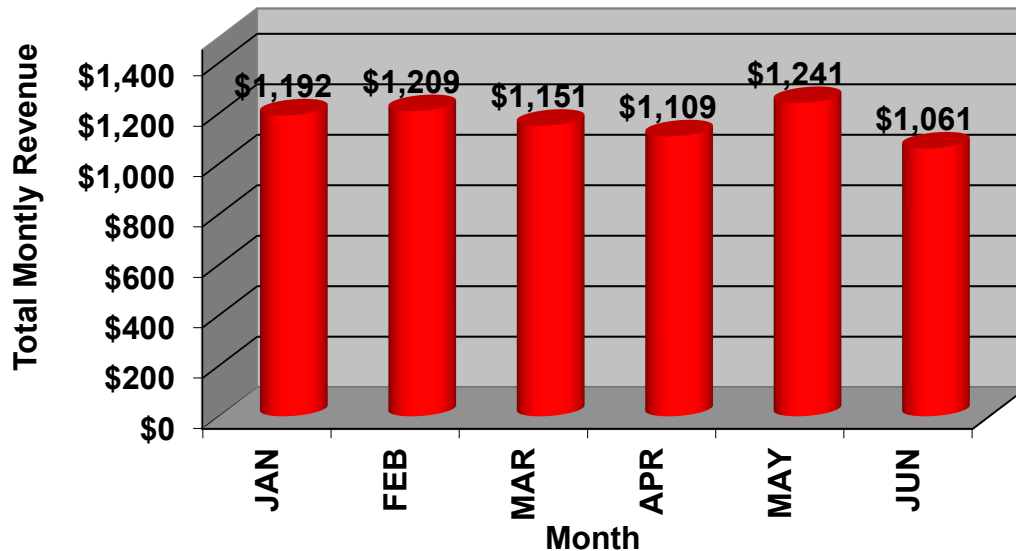


January to June 2024 Ridership Revenue Analysis

Figure 5 provides a summary of the monthly total fare box revenues generated by the TTS from January 2024 to the end of June 2024. Total monthly fare box revenues for the first six months of 2024 were \$6,967 (compared to \$7,155 in 2023). An additional \$2,415 was also generated through the sale of 50 bus passes for this period (compared to \$1,655 for 30 passes in 2023). In addition, \$450 was generated through the sale of pre-paid student single-ride tickets to L'Essor High School for students taking part in after-school activities. Accordingly, the total revenue for the first six months of 2024 was \$9,832 (compared to \$8,810 in 2023).

Of the 50 bus passes that were issued during the first six months of 2024, 26 were sold to seniors, 14 were sold to adults and 10 were sold to students. Riders with bus passes are primarily Tecumseh residents that use the TTS daily and, in some instances, multiple times per day.

**Figure 5
 Total Monthly Fare Box Revenues
 January to June 2024**



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

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

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

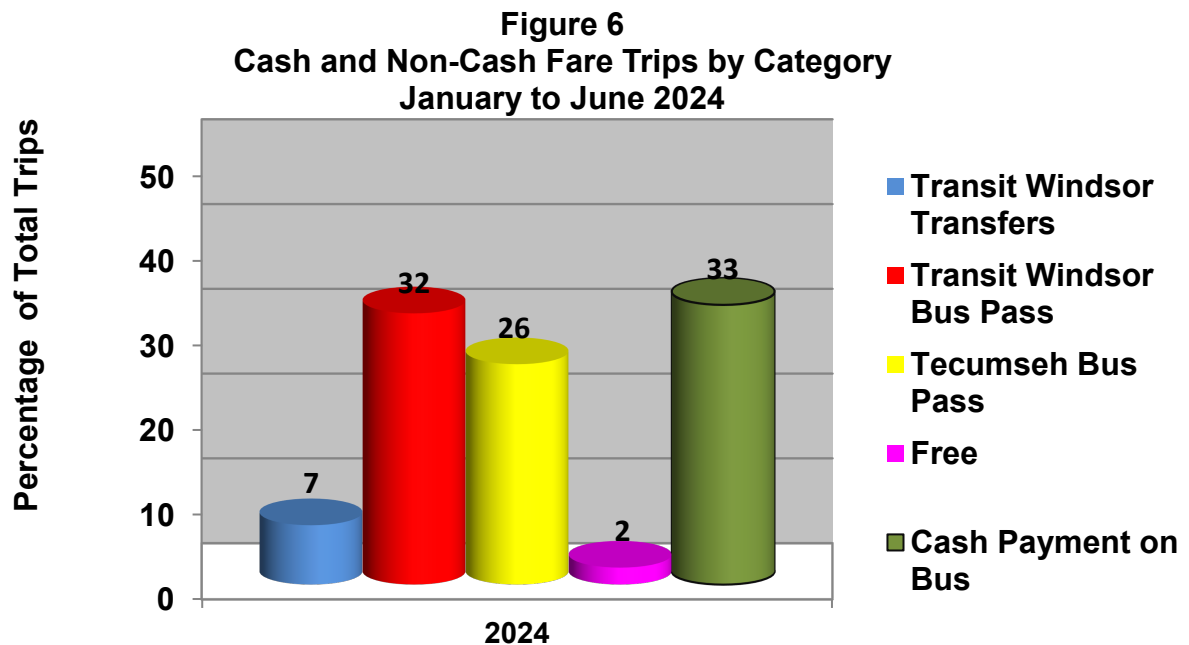
For the first six months of 2024, Transit Windsor transfers accounted for 7% of total trips and 10% of all non-cash fare trips. These trips are primarily Tecumseh residents who pay an outbound fare (to get to Tecumseh Mall), continue into Windsor by using the Transit Windsor system, then return to Tecumseh by using the aforementioned transfer stub.

Trips using a Transit Windsor bus pass, which accounted for 32% of total trips and 48% of non-cash fare trips, represent trips by those who board the bus at Tecumseh Mall from the Transit Windsor system and take the bus into Tecumseh. These riders then

pay the required fare when returning to Tecumseh Mall on the outbound trip back into the City of Windsor. These two boarding options continue to be valid only when boarding the bus at Tecumseh Mall.

The first six months of 2024 passengers using a TTS bus pass, accounted for 26% of total trips and 39% of all non-cash fare trips. These riders have purchased a monthly bus pass at the Town Municipal Office, which can be used at any transit stop in the system.

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



Summary

- TTS ridership levels and revenue for the first half of 2024 have increased when compared against the same time period for 2023;
- Tecumseh Mall, the high-density residential areas along Tecumseh Road, the commercial district at Tecumseh and Manning and the L'Essor High School continue to be the most popular destinations for transit users;

- Highest demand for the service occurs during the morning and afternoon peak commuter times;
- Ridership is relatively consistent throughout the weekdays but drops on Saturdays when fewer places of work are open and schools are closed;
- The primary form of fare payment continues to be on-board cash, followed by transfers from the Transit Windsor service and bus passes.

Transit Delivery and Maintenance Services Agreement

As noted earlier in this Report, the Town manages the TTS but contracts the operation and maintenance of the two Town-owned buses to First Canada ULC (formerly First Student Canada). First Canada ULC has been the TTS service provider since its inception in 2009.

Council recently extended the service agreement with First Canada ULC to the end of this year to provide an opportunity to consider possible relationships with the Municipality of Lakeshore and Transit Windsor. These discussions are ongoing and progressing. Based on the foregoing, it is neither feasible nor recommended that a change in service delivery be contemplated at this time. It should also be noted that the Town continues to have a sound service provider relationship with First Canada ULC.

Town Administration believes that it is appropriate to enter into a one-year contract extension in accordance with Section 3 of the existing Transit Delivery and Maintenance Services Agreement. If Council agrees, an amending agreement will be brought to Council under separate report for consideration prior to the end of 2024.

This one-year period will allow the necessary time for Administration to undertake the RFP process to select a Transit Delivery and Maintenance Service provider in coordination with the delivery of the electric transit buses expected in early 2025 (see following section for more information).

Status of New Electric Buses

The Town was recently awarded \$1,080,000 through the Rural Transit Solutions Fund (“RTSF”) to purchase two accessible electric transit buses and a charging station. Subsequently, a Project Change Request Form was submitted to the RTSF for the purchase of three electric buses and two chargers. This request was approved and the draft contribution agreement between the Town and the federal government was amended and executed to facilitate the purchase of three buses and related charging infrastructure. More recently, a Request for Proposals for the new electric buses and charging stations was issued. The RFP closes later this month after which a contract

will be awarded to the successful bidder with the subsequent delivery of the new electric buses anticipated early in 2025.

As noted in Report [DS-2024-03](#) , the acquisition of three buses and related charging infrastructure will enable the Town to maintain a back-up bus if one of the electric buses needs to be taken off-route for maintenance purposes. It will also allow us to consider expanding our service area and hours in the future, particularly for the on-demand service.

Consultations

First Canada ULC

Financial Implications

None

Link to Strategic Priorities

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

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

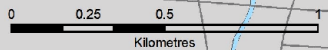
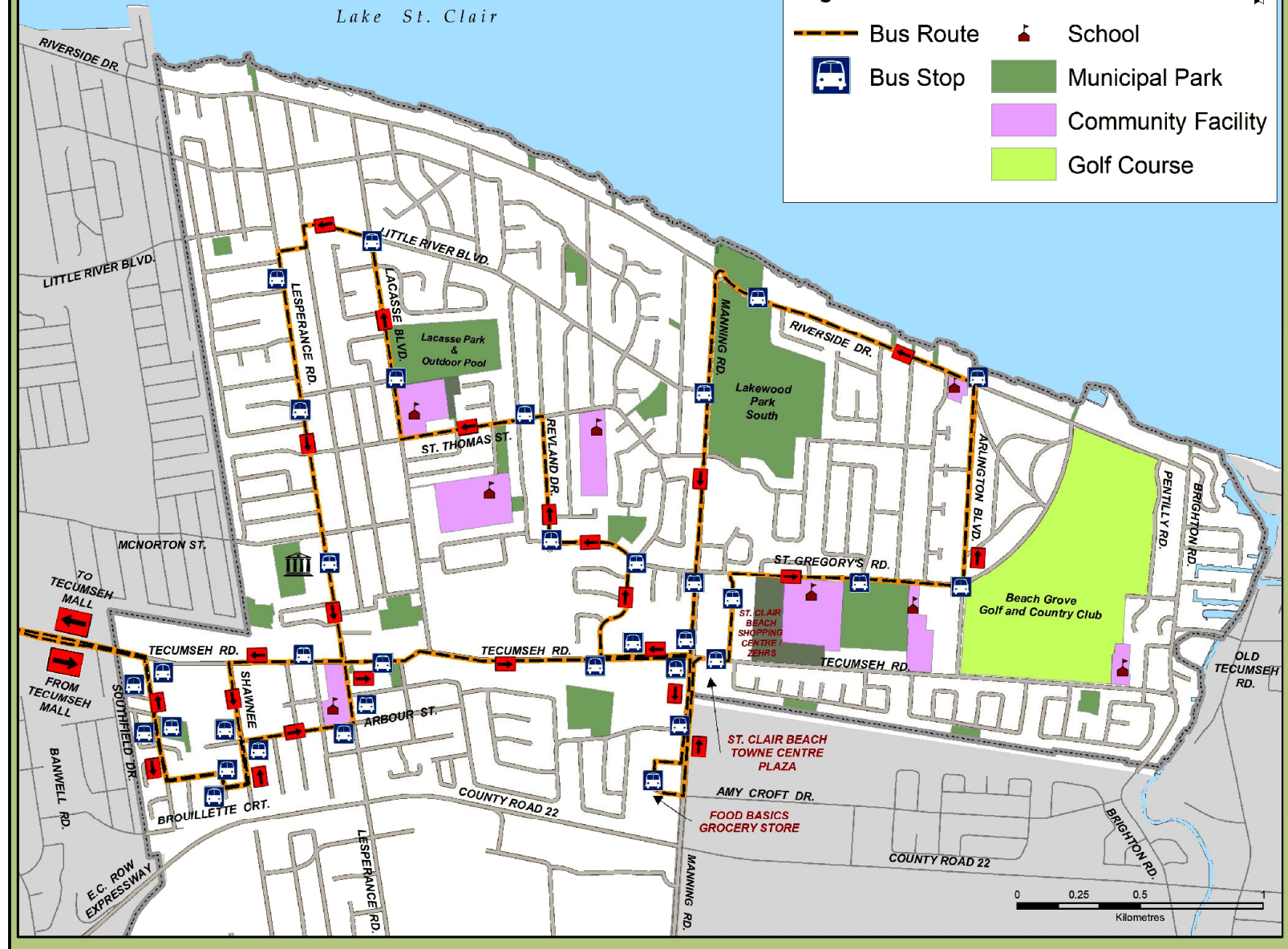
Attachment Number	Attachment Name
1.	Current TTS Fixed Route
2.	Total Ridership By Bus Stop, January to June 2024

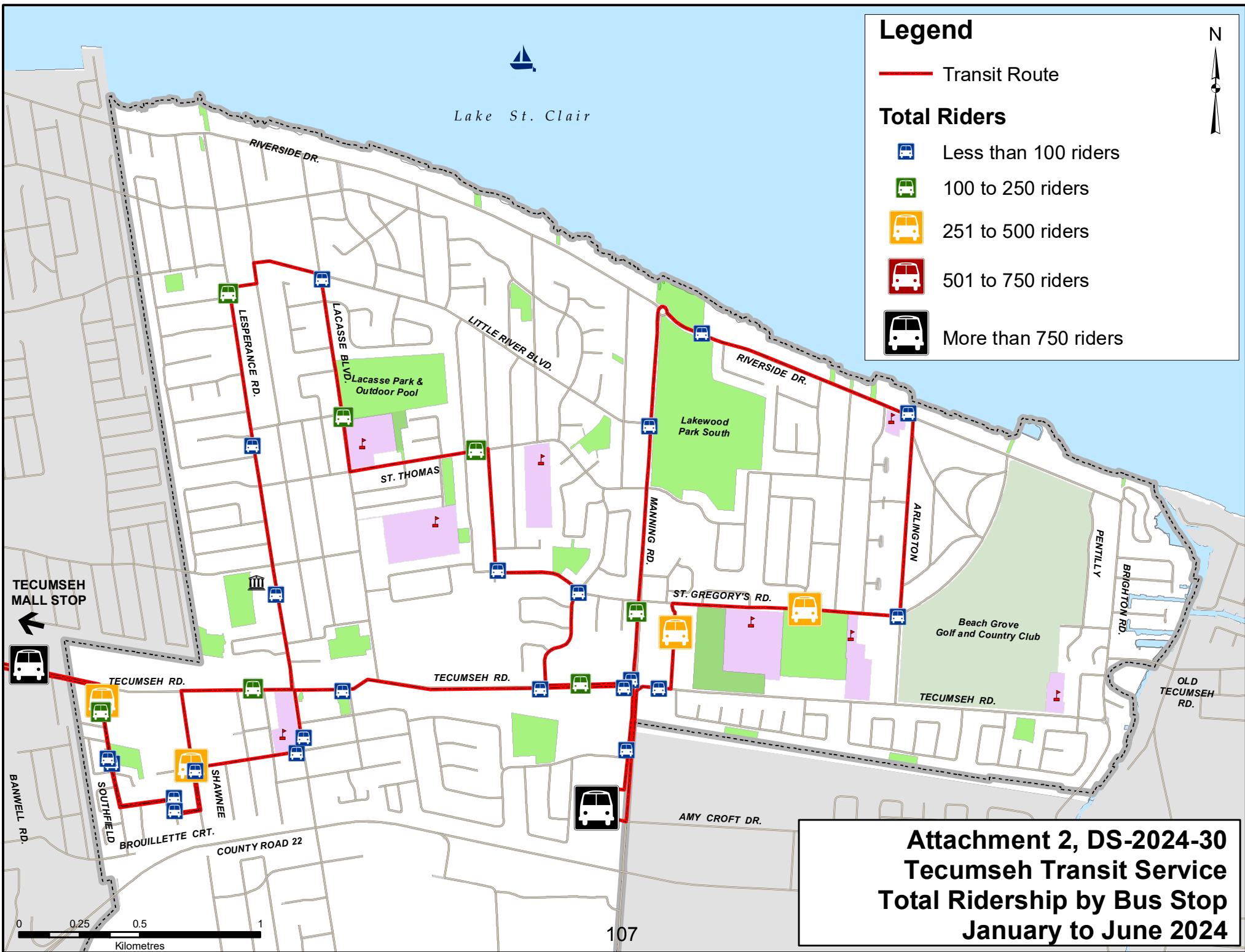
Tecumseh Transit Map (Fixed Route, Monday-Friday)



Legend

- Bus Route
- Bus Stop
- School
- Municipal Park
- Community Facility
- Golf Course





Legend

— Transit Route

Total Riders

- Less than 100 riders
- 100 to 250 riders
- 251 to 500 riders
- 501 to 750 riders
- More than 750 riders



TECUMSEH MALL STOP



**Attachment 2, DS-2024-30
Tecumseh Transit Service
Total Ridership by Bus Stop
January to June 2024**

0 0.25 0.5 1
Kilometres



**The Corporation of the
Town of Tecumseh**

Development Services

To: Mayor and Members of Council

From: Brian Hillman, Director Development Services

Date to Council: September 10, 2024

Report Number: DS-2024-31

Subject: Zoning By-law Amendment
Petretta Residential Proposal
Northerly Portion of Manning Road Secondary Plan Area
Scheduling of a Public Meeting
Our File: D19 PETMRSPA

Recommendations

It is recommended:

That Report DS-2024-41 entitled “Zoning By-law Amendment: Petretta Residential Proposal, Northerly Portion of Manning Road Secondary Plan Area, Scheduling of a Public Meeting” **be received;**

And that the scheduling of a public meeting, to be held on Tuesday, October 8, 2024 at 5:30 p.m., in accordance with the *Planning Act* for a zoning by-law amendment application submitted for an approximate 9.5 hectare (23.5 acre) portion of a 10.2 hectare (25.4 acre) parcel of land located on south of County Road 22, east of Lesperance Road which is within the Manning Road Secondary Plan Area, seeking to amend Zoning By-law 85-18 by rezoning the subject portion of property from “Agricultural Zone (A-33)” to a site-specific “Holding - Residential Zone 2 (H) R2-7” to permit the future construction of a 332 unit residential development consisting of two 4-6 storey apartment buildings, each containing 166 units, **be authorized.**

Executive Summary

A zoning by-law amendment application has been filed to change the zoning pertaining to an approximate 9.5 hectare (23.5 acre) portion of a 10.2 hectare (25.4 acre) parcel of land located on south of County Road 22, east of Lesperance Road which is within the Manning Road Secondary Plan Area, in order to facilitate the future construction of a 332 unit residential development consisting of two 4-6 storey apartment buildings, each containing 166 units, with associated surface parking and indoor/outdoor amenity areas. The proposed rezoning will also establishes site-specific lot, building, yard and parking provisions. This Report is requesting the scheduling of a public meeting related to the proposed zoning by-law amendment in accordance with the requirements of the *Planning Act*.

Background

Subject Property

Mr. Davide Petretta, on behalf of the Owners (Petcon Realty GP Inc. and Fairlane Developments Inc.) (“the Applicant”), has submitted a Zoning By-law amendment application for an approximate 9.5 hectare (23.5 acre) portion of a 10.2 hectare (25.4 acre) parcel of land located on south of County Road 22, east of Lesperance Road and within the Manning Road Secondary Plan Area (“subject lands”) (see Attachment 1).

For clarity, the subject lands are the vacant lands located south of the future Westlake/Sylvestre Drive roadway extension and are identified for residential development in the Tecumseh Official Plan.

Past Planning Approvals

The subject lands were also subject to a severance application (Severance Application B-10-24) which received conditional approval from the Committee of Adjustment at its August 26, 2024 meeting.

The purpose of Application B-10-24 was to sever a 2.45 hectare (6.05 acre) vacant agricultural parcel of land, (outlined in red on Attachment 2) and add it to the abutting agricultural property to the east (shaded in pink on Attachment 2), resulting in a new consolidated lot having a total lot area of approximately 10.2 hectares (25.4 acres). The retained parcel (outlined in green on Attachment 2), contains a commercial plaza and a daycare establishment.

The lot addition severance, when complete, will bring the 10.2 hectare parcel of land under the ownership of Petcon Realty GP Inc. and will facilitate the future development of these lands in accordance with the existing land use designations of the Official Plan.

Proposed Zoning By-law Amendment

The Applicant is proposing to amend Zoning By-law 85-18 by rezoning the subject lands from “Agricultural Zone (A-33)” to a site-specific “Holding - Residential Zone 2 (H) R2-7” to permit the future construction of a 332-unit residential development consisting of:

- i. two L-shaped apartment buildings, each containing 166 units, occupying the central portion of the subject lands (see preliminary Site Plan on Attachments 3A and 3B and Architectural Renderings on Attachments 4A and 4B);
- ii. each building will have a height of four storeys for the north-south wing and six storeys for the east-west wing and a building footprint of 2719 square metres (29,270 square feet) and will include:
 - 35 studio units each with a floor area of 33 square metres (350 square feet);
 - 92, 1-bedroom units with floor areas ranging from 49 to 65 square metres (525 to 700 square feet);
 - 27, 2-bedroom units with floor areas ranging from 65 to 98 square metres (700 to 1,050 square feet);
 - 12, 3-bedroom units each with a floor area of 102 square metres (1,100 square feet); and
 - indoor common areas which will include a community dining room with lounge, golf simulator room, bike storage room, yoga studio and fitness centre;
- iii. two surface parking areas to the north and south of the apartment buildings totalling 405 parking spaces (16 of which are barrier free) and two loading spaces. The parking areas will have direct access to the existing westerly limit of Sylvestre Drive through a temporary private drive. Ultimately, these parking areas will connect to the future Westlake/Sylvestre Drive extension via two new north-south municipal roads extending along the east and west sides of the proposed apartment building as identified on Attachments 3A and 3B; and

- iv. private outdoor amenity areas located centrally between the two buildings that will include features such as a community garden, dog park, bocce courts and passive outdoor recreational areas.

The proposed development will occupy 3.3 hectares (8.2 acres) of the central portion of the subject lands, with the balance remaining undeveloped pending future planning approvals, including a plan of subdivision and further zoning by-law amendment. Based on the portion of land containing the proposed development, the total of 332 dwelling units will result in a density of approximately 100 units per hectare (41 units per acre). The Tecumseh Official Plan (“Tecumseh OP”) establishes this to be high density, which includes any development having a density above 50 units per hectare.

The current A-33 zone that applies to the subject lands permits all uses in the Agricultural (A) zone with the exception of greenhouses, livestock intensive uses and mushroom farms.

Overview of Proposed Residential Structures

The proposed apartment buildings will be constructed using a new “Z-Modular” method of construction that involves connecting prefabricated modular units. The applicant has provided the following details related to this method of construction:

- Z-Modular is the only fully integrated developer of high-quality, affordable multi-unit housing;
- Z-Modular projects utilize proprietary product lines that are continually optimized to improve cost, schedule predictability, and the tenant experience;
- The units are constructed in off-site manufacturing facilities;
- The building process uses patented connection systems; and
- A similar development has been built in Lucan, Ontario (north of London) and another has been approved for construction in Port Elgin (Town of Saugeen Shores).

This form of construction is relatively new to the Ontario market. Accordingly, the Applicant arranged for Town Building officials to attend both the manufacturing plant in Kitchener and the apartment building in Lucan to help them gain a better understanding of the building process in relation to Ontario Building Code compliance.

One of the challenges currently facing the Applicant is that the modular units have been constructed and delivered to our region and, due their volume and size, are being

stored outside, exposing them to potential deterioration. Accordingly, a timely consideration for approval is being sought by the Applicant to facilitate construction/connection of the units on the subject lands in the form of the two apartment buildings.

Surrounding Land Uses

The land uses surrounding the subject property can be summarized as follows (see Attachment 5):

- North: Between the subject lands and County Road 22 are vacant lands identified for the future extension of Westlake/Sylvestre Drive to the north of which are lands designated for future commercial development and a hotel that is currently under construction. To the northwest is a commercial plaza and to the northeast is an auto dealership.
- East: Vacant lands identified for future residential development that form part of MRSPA, beyond which is the Sylvestre Business Park.
- South: Vacant lands identified for future residential development that form part of MRSPA.
- West: Single unit dwellings on deep lots which front on the east side of Lesperance Road. The only exception is a day care centre on the south side of Westlake Drive.

Additional Planning Approvals

In addition to the rezoning application, the approval of a site plan control agreement will be required prior to the development taking place. A detailed summary of those additional approvals is provided in the “Comments” section below.

Supporting Documents

During pre-consultation discussions regarding the future development of the subject lands, Town Administration identified that a Traffic Impact Study (TIS), Functional Servicing Report and a Sanitary Assessment would be necessary to properly assess the proposal from a traffic and servicing perspective and to consider the applications complete.

Below is a summary of the findings of the aforementioned reports/studies:

- 1) Traffic Impact Study – Fuze Residential Development Letter of Support, RC Spencer Associates Inc., August 2024

The TIS evaluated the proposed development and potential traffic impacts to the surrounding area and concluded the following:

“RC Spencer Associates Inc. is currently undertaking a comprehensive area-wide traffic impact study for area development bounded by County Road 22, the rail corridor, Lesperance Road, and Manning Road. The report will explore closure of the Desro Drive intersection with County Road 19, as already recommended in historical planning documents, the signalization of the Jamsyl Drive at Manning Road intersection, the connection of Westlake Drive to Sylvestre Drive, and internal road configurations. All site generated traffic would then be effectively rerouted according to the origin-destination internal path of least resistance.

Upon completion of the above technical review, it is the engineer’s opinion that, until area traffic network improvements are made, the approved and proposed developments could altogether add approximately 2.5 vehicles per minute (in the critical PM peak hour) to the eastbound stop-controlled site access at Desro Drive. During the critical PM peak hours, it will be increasingly challenging to egress via Desro Drive; however, since historical planning documents already recommend closure of the Desro Drive intersection with Manning Road (County Road 19) and an extension of Westlake Drive to meet Sylvestre Drive, it is the engineers’ opinion that the proposed rezoning (to accommodate the residential subdivision) will not adversely impact area traffic operations. However, as traffic network modifications are made in conjunction with area residential development proposals, supplemental traffic impact studies should be provided to the road authorities.”

Town Administration has **not fully reviewed** the TIS and will provide formal comments by way of a future report at the October 8, 2024, public meeting, including consideration of comments from the County Transportation department given the proximity of the site to the Sylvester Fly-off from County Road 22.

- 2) Servicing and Stormwater Management Report – Z Modular, Fuze Tecumseh, WalterFedy, August 2024

WalterFedy was retained by the Applicant to complete a Servicing and Stormwater Management Report in support of the residential development. The Servicing and

Stormwater Management Report identifies how the proposed apartment development will be serviced, including water, sanitary, and storm connections to the municipal infrastructure. The report also reviews existing and proposed servicing conditions surrounding the site to determine how it will accommodate the development.

The results of the Servicing and Stormwater Management Report are as follows:

“Based on the analysis presented in this report it is concluded that:

- A 250-mm-diameter sanitary sewer within the future right-of-way is adequate to service the proposed development. In the Interim condition, private 200-mm diameter sanitary sewers will convey the sanitary flow from buildings toward the existing 450-mm-diameter trunk sewer located in Westlake Drive.
- Pressure requirements for the water service connection are met with a 200-mm-diameter service. The proposed 250-mm-diameter municipal watermain is expected to have sufficient capacity to support the development as the site was accounted for in the MRSPA. Booster pumps may be required to reach the upper floors of the buildings. In the interim condition, a 200-mm-diameter water connection to the existing watermain in Sylvestre Drive is sufficient so service the site.
- It has been assumed that new municipal hydrants within the future right-of-way will provide fire protection for the proposed development in the ultimate condition. Proposed private hydrants are designed in the interim condition to provide adequate coverage to the Fire Department Connections for both buildings.
- The ultimate proposed 750-mm-diameter storm sewer intended to service the site is sufficient to convey the remaining stormwater runoff from the site towards the ultimate stormwater basin. In the interim condition, a private dry pond, stormwater pumping station, and associated enhanced grass outlet swale will meet stormwater management requirements.

- Site grading will allow for a major overland flow path to the future road right-of-way, ensuring that surface ponding does not exceed 30 cm.
- Perimeter silt fence, silt fence at the base of all stockpiles, silt sacs in catchbasins, and construction access mud mats can provide erosion and sediment control. These will be included in detailed design in coordination with the proposed construction staging plan.”

Town Administration has **not fully reviewed** this document and will provide formal comments by way of a future report at the October 8, 2024, public meeting.

Comments

Provincial Policy Statement

This rezoning application is being assessed against the 2020 Provincial Policy Statement (PPS) as the new 2024 Provincial Planning Statement does not come into effect until October 20, 2024. The *Planning Act* establishes that Council, when making decisions that affect a planning matter, “shall be consistent with” the PPS issued under the *Planning Act*. The following excerpts are relevant to and supportive of the application for the proposed residential development:

“1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons)...uses to meet long-term needs;

...

- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and

infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs

- 1.1.2 Sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years...

Within settlement areas, sufficient land shall be made available through intensification and redevelopment and, if necessary, designated growth areas.

1.1.3 Settlement Areas

- 1.1.3.1 Settlement areas shall be the focus of growth and development.
- 1.1.3.2 Land use patterns within settlement areas shall be based on densities and a mix of land uses which:
- a) efficiently use land and resources;
 - b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
 - c) minimize negative impacts to air quality and climate change, and promote energy efficiency;
 - d) prepare for the impacts of a changing climate;
 - e) support active transportation; and
 - f) are transit-supportive, where transit is planned, exists or may be developed

Land use patterns within settlement areas shall also be based on a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.

- 1.1.3.3 Planning authorities shall identify appropriate locations and promote opportunities for transit-supportive development,

accommodating a significant supply and range of housing options through intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.

1.1.3.4 Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.

1.1.3.6 New development taking place in designated growth areas should occur adjacent to the existing built-up area and should have a compact form, mix of uses and densities that allow for the efficient use of land, infrastructure and public service facilities.

1.4 Housing

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

...

b) permitting and facilitating:

1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and
2. all types of residential intensification, including additional residential units, and redevelopment in accordance with policy 1.1.3.3

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;

- d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed; and
- e) establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

1.6.7 Transportation Systems

- 1.6.7.4 A land use pattern, density and mix of uses should be promoted that minimize the length and number of vehicle trips and support current and future use of transit and active transportation.

1.8 Energy Conservation, Air Quality and Climate Change

- 1.8.1 Planning authorities shall support energy conservation and efficiency, improved air quality, reduced greenhouse gas emissions, and preparing for the impacts of a changing climate through land use and development patterns which:
 - a) promote compact form and a structure of nodes and corridors;
 - b) promote the use of active transportation and transit in and between residential, employment (including commercial and industrial) and institutional uses and other areas;
 - ...
 - e) encourage transit-supportive development and intensification to improve the mix of employment and housing uses to shorten commute journeys and decrease transportation congestion;

6.0 Definitions

Residential intensification: means intensification of a property, site or area which results in a net increase in residential units or accommodation and includes:

- a) redevelopment, including the redevelopment of brownfield sites;

- b) the development of vacant or underutilized lots within previously developed areas;
- c) infill development;
- d) development and introduction of new housing options within previously developed areas.”

In summary, the PPS encourages and supports development on lands that are identified for urban growth in approved settlement areas. It also establishes that the Town should be supporting and promoting residential intensification and a broad range of housing types and tenures that result in a compact built form within identified urban areas where such areas have appropriate levels of servicing.

The subject proposal is in a location and of a form of residential development that achieves all the foregoing policy objectives. Based on the foregoing, it is the opinion of the writer that the application for the proposed residential development is consistent with the PPS.

County of Essex Official Plan

The subject lands are within an identified Primary Settlement Area of the County of Essex Official Plan (County OP). The goals and policies of the County OP encourage a range of residential development within identified settlement areas such as the fully serviced urban areas of the Town of Tecumseh. The following goals and policies of the County OP are most relevant in the assessment of the subject proposal:

“3.2 SETTLEMENT AREAS

3.2.2 Goals

The following goals are established for those lands designated as settlement areas on Schedule “A1”:

- a) Support and promote public and private re-investment in the Primary Settlement Areas

...

- c) To promote development within Primary Settlement Areas that is compact, mixed-use, pedestrian oriented, with a broad range of housing types, services and amenities available for residents from all cultural, social and economic backgrounds.

...

- i) Promote residential intensification within Primary Settlement Areas

...

3.2.4 Primary Settlement Areas

Primary Settlement Areas are the largest and traditional centres of settlement and commerce in the County. Protection of these communities by focusing growth and investment is a priority of the County.

3.2.6 General Settlement Area Policies

The following policies apply to all “Settlement Areas” identified on Schedule “A1” of this Plan:

...

- b) The County supports residential intensification within Primary Settlement Areas.

...

- e) Local Official Plans are encouraged to provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents of the regional market area as outlined below:

- i) Maintaining at all times the ability to accommodate residential growth for a minimum of 10 years through residential intensification, redevelopment and if necessary, lands which are designated and available as defined by Provincial Policy.
- ii) Maintaining at all times, where new development is to occur, at least a 3-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.
- iii) Permitting and facilitating all forms of housing, including special needs housing, required to meet the social, health and well-being requirements of current and future residents.

- f) Local Official Plans are encouraged to provide opportunities for redevelopment, intensification and revitalization in areas that have sufficient existing or planned infrastructure.

3.2.7 Intensification and Redevelopment

The County encourages well-planned intensification development projects in the Settlement Areas to encourage more efficient use of land and municipal infrastructure, renew urban areas and to facilitate economic and social benefits for the community.

The County also specifically encourages residential intensification and redevelopment within Primary Settlement Areas in order to increase their vitality, offer a range of housing choices, efficiently use land and optimize the use of infrastructure and public service facilities.”

In accordance with these goals and policies, it is the opinion of the writer that the proposed application conforms to the County OP.

Tecumseh Official Plan

The subject lands are currently designated “Residential” in the Tecumseh Official Plan (Tecumseh OP) (see Attachment 6).

The Tecumseh OP provides broad support for the type of residential development proposed through the following goals and policies:

“4.2.1 Goals

The following goals are established for the Residential area:

...

- ii) to encourage the development of a greater variety of housing types in the Town to meet the future housing needs of all households, and to meet the provincial housing objectives as set out in the Provincial Policy Statement and County of Essex Official Plan;
- iii) to ensure that new residential development occurs in a manner in keeping with the capacity of the services available and the financial capability of the municipality;

- iv) to encourage the infilling and rounding out of the existing development pattern in urban areas of the Town where a full range of municipal infrastructure (including a piped sanitary sewer system), community facilities, and goods and services can be provided in a cost-effective and environmentally sound manner;
- v) to ensure that existing and new residential areas are walkable and, to the greatest extent possible, are supported by all modes of transportation;
- vi) to promote and encourage residential intensification activities in areas of the Town where a full range of municipal infrastructure, community facilities, and goods and services are readily available. Residential intensification includes infilling, ARUs, conversions and redevelopment;

4.2.2 Policies

The following policies shall apply to those lands designated Residential on the Land Use Schedules of this Plan:

- i) the use of lands designated Residential shall be for all forms of housing, including special needs housing, in accordance with subsections 4.2.2.1, 4.2.2.2 and 4.2.2.3;
- ...
- v) the intensification of residential lands shall be encouraged and standards of development that will assist in achieving this objective shall be a priority for the Town. A minimum of 15 percent of all new housing within the Town should be provided through residential infill and/or intensification, as identified as a target in the County of Essex Official Plan. Residential intensification shall be defined as a net increase in residential units or accommodation within a given property, site or area and includes:
 - a. redevelopment, including the redevelopment of brownfield sites;
 - b. the development of vacant or underutilized lots within previously developed areas;
 - c. infill development.”

The Tecumseh OP contemplates the type of residential development being proposed and encourages the intensification of residential areas where appropriate.

With respect to the evaluating the proposed development's high density against relevant criteria, the Tecumseh OP states the following:

“4.2.2.3 High density residential land uses shall be subject to a Zoning By-law amendment and shall include apartments, nursing homes, rest homes and retirement homes. The maximum height for high density residential buildings shall be six storeys.

The residential goals and policies contained subsection 4.2 of this Plan shall apply to high density residential development. In addition, the following policies shall apply to all high density residential development:

- i) the density range for high density is above 50 units per gross hectare;
- ii) when considering any new high density residential land uses by way of a Zoning By-law amendment, the following criteria shall apply:
 - a. availability of adequate municipal services;
 - b. availability of adequate outdoor amenity areas, which may include public recreation areas, common areas and/or private areas to the satisfaction of the Town;
 - c. adequate on-site parking for each residential unit and for visitors, either in surface parking areas, individual driveways and garages, or in above or below grade parking structures, as the Town deems appropriate;
 - d. protection of adjacent low density residential areas from adverse effects;
 - e. adjacent to, or in close proximity to, commercial areas;

- f. on or within close proximity to an Arterial Road or Commercial Main Street;
 - g. in close proximity to public transit; and
 - h. in close proximity to parkland or open space;
- iii) new high density residential developments must address the criteria of Section 3.18 Land Use Compatibility and the Urban Design policies of Section 7 of this Plan, which refer to such matters as siting and designing the building to be compatible with adjacent land uses in terms of function and design, and avoidance of undue adverse effects on adjacent land uses; and
- iv) all new high density residential development shall be subject to site plan control pursuant to Section 41 of the Planning Act, R.S.O. 1990.”

The land use compatibility criteria referenced in the preceding policy at subsection 4.2.2.2 iii), against which the proposed development is to be evaluated, are contained in Section 3.18 of the Tecumseh OP, which reads as follows:

“3.18 Land Use Compatibility

In order to foster a sustainable development pattern, some land uses need to inter-relate while others are best separated. Further development and redevelopment in the Town will be guided by principles of land use compatibility that respect the quality and stability of existing areas and provide for suitable transition between areas of differing use, sensitivity, urban design treatment and intensity in order to avoid or mitigate adverse effects. Land use compatibility does not mean “the same as” but to coexist harmoniously with one another.

3.18.1 Matters to be Assessed

Development and/or land use change must demonstrate that the resultant form, function and use of land are compatible with surrounding land uses. The demonstration of compatible development and land use change must consider the potential for impacts related to the character, planned

function and/or ecological integrity of an area as well as the health and safety of humans. Where there exists a potential for negative impacts, the following land use compatibility matters shall be assessed:

- i) shadowing;
- ii) loss of privacy due to intrusive overlook;
- iii) increased levels of light pollution, noise, odour, dust or vibration;
- iv) increased level of traffic that can disrupt the intended function or amenity of a use or area or cause a decrease in the functionality of active transportation or transit;
- v) reduction in the ability to enjoy a property, or the normal amenity associated with it, including safety and access, outdoor areas or setting;
- vi) visual intrusion that disrupts the streetscape or buildings;
- vii) built form in terms of scale and massing; and
- viii) the loss or impairment of significant views of natural features and areas to residents.

3.18.2 Mitigation Measures

Mitigation Measures Mitigation measures may be used to achieve development and land use compatibility. Such measures may include one or more of the following:

- i) ensuring adequate setbacks and minimum yard requirements;
- ii) establishing appropriate transition in building heights, coverage and massing;
- iii) requiring fencing, walls, landscaping or berming to create a visual screen;

- iv) designing the building in a way that minimizes adverse effects;
- v) maintaining mature vegetation and/or adding new landscaping features;
- vi) controlling access locations, driveways, service areas and activity areas; and
- vii) regulating location, treatment and size of accessory uses and structures, lighting, parking areas, garbage storage facilities and signage.

Planning Act tools including Zoning By-law standards, site plan control, development agreements and other measures will be used to implement mitigative measures that achieve compatible land use change and development.”

Based on an initial review of the preliminary site plan, the proposed development appears to meet the intent of the compatibility criteria. Further analysis by way of a future report will be provided in the event specific compatibility concerns are identified through the public consultation process that are unable to be addressed directly at the public meeting.

Based on the foregoing, the Tecumseh OP contemplates the type of residential development being proposed for the subject lands, subject to the review, evaluation and public/stakeholder consultation process being undertaken as part of the required Zoning By-law Amendment process.

Zoning By-law 85-18

As noted earlier in this Report, the subject land is currently zoned “Agricultural Zone (A-33)” (see Attachment 7), which permits all uses in the Agricultural (A) zone except for greenhouses, livestock intensive uses and mushroom farms. The proposed Zoning By-law amendment changes the zoning on the subject property from “A-33” to a site-specific “Holding - Residential Zone 2 (H) R2-7” to facilitate the future construction of the proposed residential development and establish site-specific lot, building and yard provisions.

Amendments to the Zoning By-law shall be subject to Subsection 10.18 of the Official Plan, Amendment Procedures, which establishes that due regard shall be given to the following matters:

- i) the degree of conformity of the proposed amendment to the general intent and philosophy of this Plan, particularly the planning principles as set out in Section 2.3, and consistency with provincial policy;
- ii) the availability and suitability of land already designated for the proposed use, and the need for (or market feasibility of) the proposed use;
- iii) the compatibility of the proposal, or the adequacy of proposed mechanisms for achieving compatibility, with adjacent and planned uses;
- iv) the ability of the Town's infrastructure to accommodate the proposal; and
- v) the adequacy of the transportation system to accommodate the proposal.

Based on our preliminary review, it is the opinion of Administration that the application can satisfy the preceding items. It is acknowledged that the requisite public meeting will provide an opportunity for stakeholder input, which will assist in fully evaluating the application. Following the public meeting, if any concerns are identified with respect to the above-noted matters that cannot be addressed directly at the public meeting, a more detailed analysis of the application in the context of the relevant Official Plan policies will be provided to Council by way of a future report.

Municipal Services

The proposed development will be serviced with full municipal services. It is noted the proposed development is within an area subject to the following documents:

- i) the Manning Road Secondary Plan Area, Stormwater Management Class Environmental Assessment (EA) Addendum, December 2014; and
- ii) the Town of Tecumseh Functional Servicing Report – DRAFT, Manning Road Secondary Plan Area, February 2023.

The infrastructure necessary to facilitate the development of the subject area in accordance with the preceding documents is currently not in place (e.g., the stormwater management pond proposed on the southern portion of the MRSPA area is not constructed nor are the sanitary sewers or watermain proposed for construction within the Westlake Drive extension right of way). However, the Applicant is proposing interim municipal servicing solutions that may be implemented by the Applicant to permit the development to proceed at this time, with the understanding that as the preferred servicing scheme is introduced with the future development of the balance of the MRSPA lands, the subject area will be required to interconnect with those services.

Details regarding servicing will be incorporated in the associated site plan control agreement, which will be required prior to development proceeding on the subject lands. The proposed interim servicing solutions continue to be under review by Town Administration. Although municipal sanitary sewers and water services are currently available to the property via Sylvestre Drive and Westlake Drive, their suitability is subject to confirmation by the Town.

Site derived storm water management (“SWM”) facilities may be required as an interim solution until such time as the development of the remaining MRSPA lands takes place and the ultimate SWM pond is available. The subject lands will be required to make a financial contribution towards the ultimate SWM pond solution once details related thereto are finalized.

The associated site plan control agreement is proposed to include terms that require a financial contribution from the Applicant to support the construction of the Westlake/Sylvestre Drive extension, the timing of which construction shall be at the discretion of the Town. This will ensure the developability of the balance of the MRSPA lands in a timely manner.

Site Plan Control Agreement and (H) Zone Removal

The execution of a future site plan control agreement with the Town will be required prior to any development proceeding on the lands. The site plan control agreement will address matters such as:

- i) timing of construction of Westlake/Sylvestre Drive extension through the subject lands which will also require the execution of a cost-sharing agreement amongst the Owner, Town and County of Essex. In addition, terms will be included regarding the ultimate servicing solutions to be placed in the Westlake/Sylvestre Drive extension ROW (sanitary, water, storm, utilities etc);
- ii) interim servicing (municipal sanitary, water and stormwater) prior to the long-term servicing for the full build-out of the entire MRSPA lands being finalized; and
- iii) hard-surfacing and curbing of parking areas, landscaping details, outdoor lighting and fencing.

The Owner has been advised of this requirement. Once this occurs, the Holding (H) zone will be formally removed by Council in accordance with the *Planning Act*.

Future Plan of Subdivision

In addition, future approvals for Draft Plan of Subdivision will be required to facilitate the development of the remnant lands that provides for and interconnects with adjacent lands within the MRSPA. As currently designed, we believe the proposed development will not adversely affect the overall layout/development of the balance of the subject lands in the future nor its ability to have future municipal roads connecting to adjacent development lands. It is anticipated that residential development will surround the currently-proposed high-density residential development along the perimeter of the subject lands, fronting on new municipal roads. Accordingly, it is believed that the full build-out of the subject property will not affect its ability to be properly integrated into the balance of the surrounding lands within the MRSPA.

Conclusion

The proposed interim stormwater management solution should not be viewed as a precedent for the development of other lands in MRSPA. The current proposal is viewed as an exception, necessitated by the unique form of residential development and building construction circumstances outlined in this Report. Administration would not support other interim stormwater management solutions in MRSPA. We are continuing to work with the major developers in MRSPA towards implementation of a final stormwater management solution.

Having regard to all the preceding, including the range, scale, location and nature of surrounding uses, the location of the proposed development along with the current policy environment encouraging standards that support more compact and efficient development, it is believed that there is merit in considering the requested application to permit the proposed residential development on the subject lands.

Accordingly, it is recommended that a public meeting be scheduled in accordance with the provisions of the *Planning Act* to seek public input. A public meeting to consider the proposed amendments will provide an opportunity to hear concerns and comments, if any, of neighbouring owners and other interested stakeholders/agencies. It is important that the concerns and comments of these stakeholders be taken into consideration as part of the full evaluation of the application. If issues arise at the Public Meeting that are not immediately resolved, a summary of the issues, along with a final recommendation on the application will follow by way of a future Planning Report. If, however, all issues are resolved, a Zoning By-law amendment by-law will be brought forward for Council's consideration at a subsequent Council Meeting.

Consultations

Public Works & Engineering Services

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 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.	Committee of Adjustment Sketch

Attachment Number	Attachment Name
3A.	Preliminary Site Plan
3B.	Preliminary Site Plan with Air Photo Overlay
4A.	Preliminary Architectural Renderings 1
4B.	Preliminary Architectural Renderings 2
5.	Property Location and Surrounding Land Uses
6.	Official Plan Map
7.	Zoning Map



Prepared By:
Development Services



Legend:

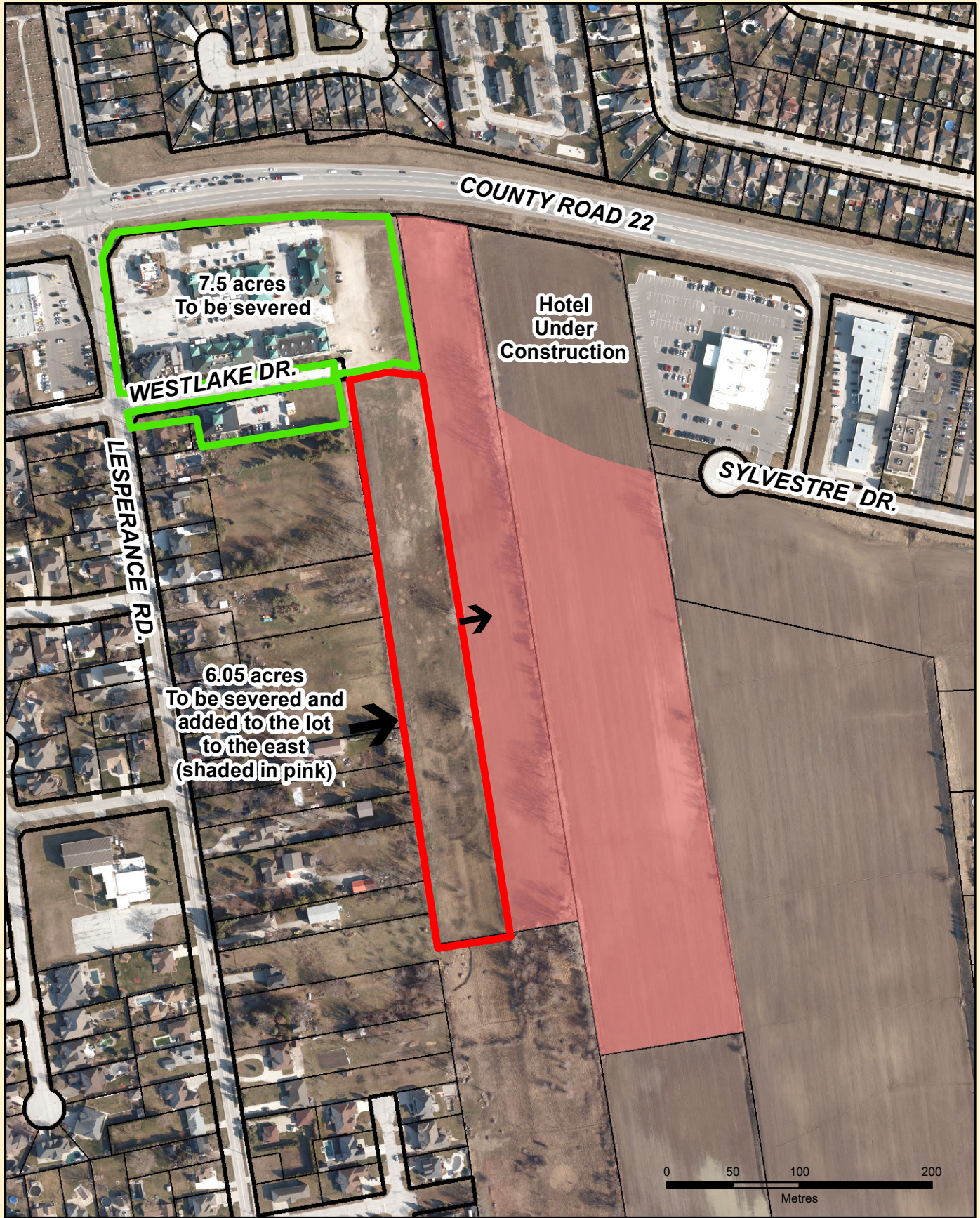


Lands Owned by Applicant



Subject Lands
(Subject to Zoning By-law Amendment)

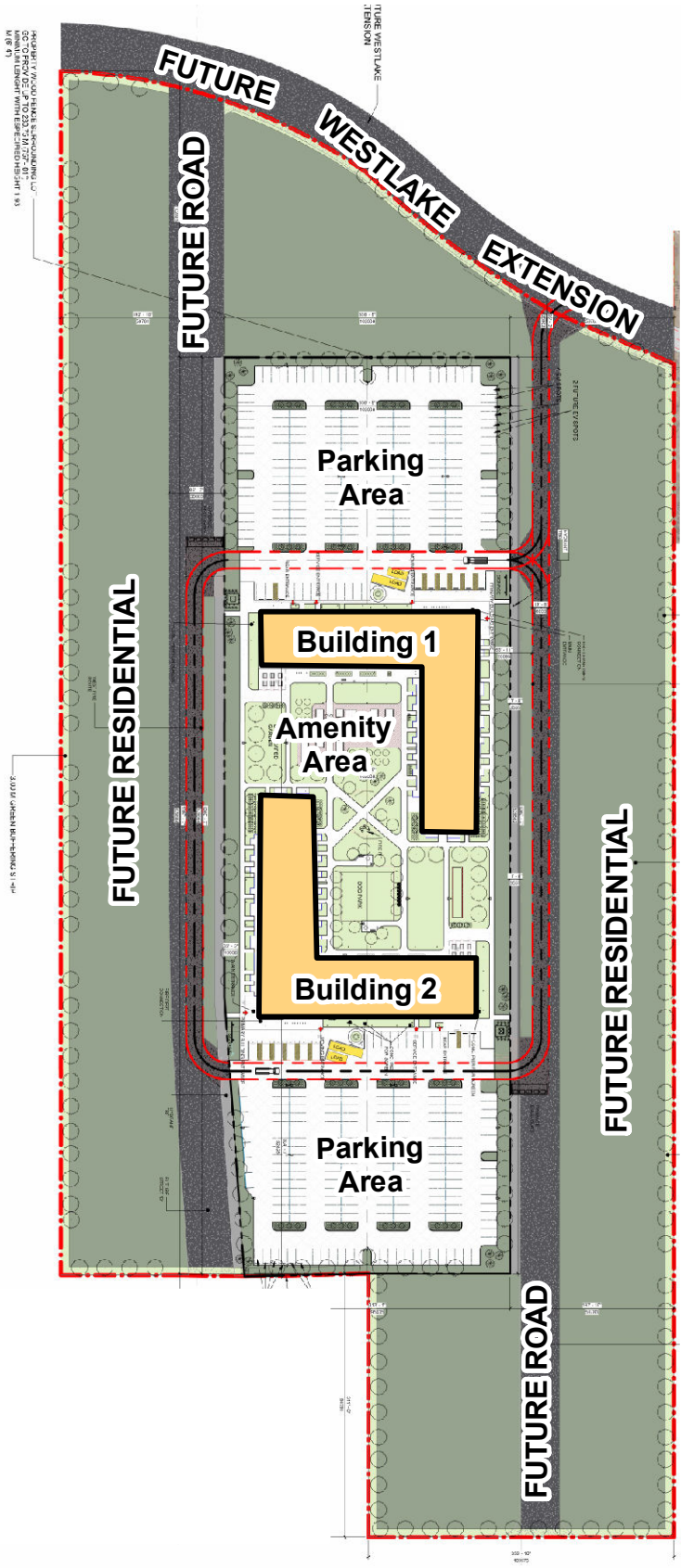
Attachment 1, DS-2024-31
Zoning By-law Amendment
Petretta Residential Proposal
Northerly Portion of MRSPA
Property Location



Prepared By:
Development Services



Attachment 2, DS-2024-31
Zoning By-law Amendment
Petretta Residential Proposal
Northerly Portion of MRSPA
Committee of Adjustment Sketch

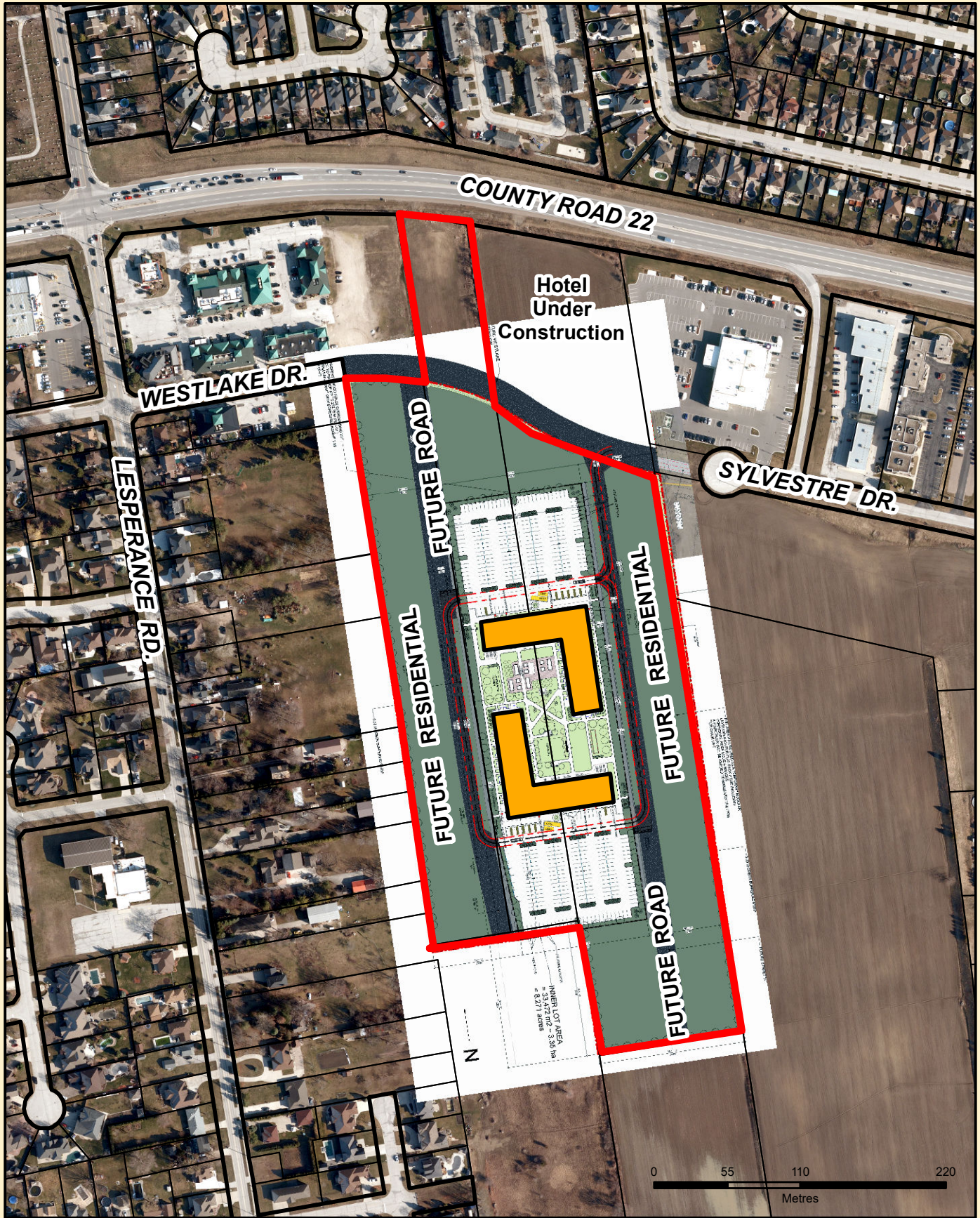



PROPERTY: WOODHARVEY SUBDIVISION, L.P.
OWNER: WOODHARVEY SUBDIVISION, L.P.
PROJECT: PETRETTA RESIDENTIAL PROPOSAL
DATE: 08/27/2024



Prepared By:
Development Services

Attachment 3A, DS-2024-31
Zoning By-law Amendment
Petretta Residential Proposal
Northerly Portion of MRSPA
Preliminary Site Plan



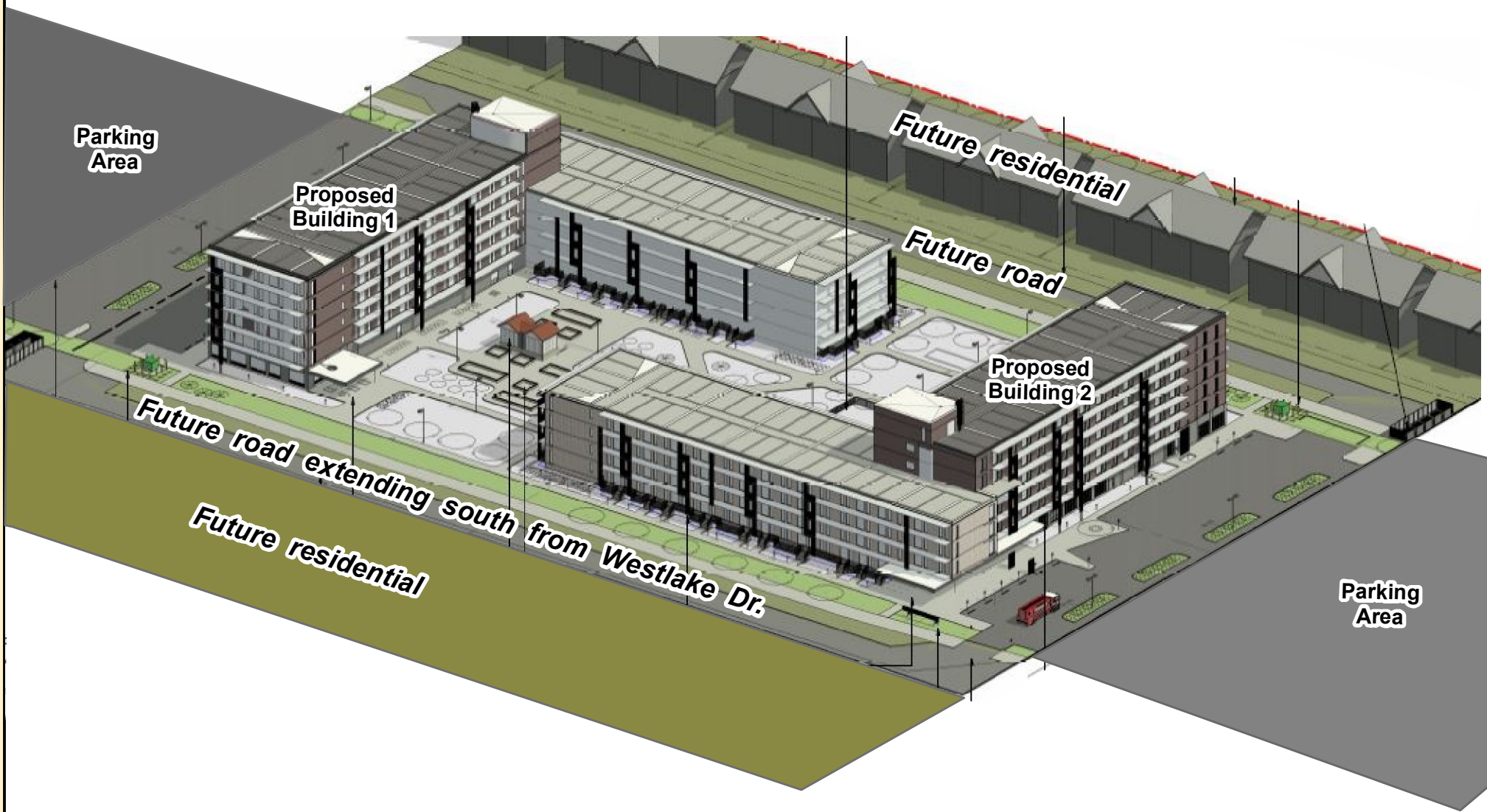
Legend:
 Subject Property

Attachment 3B, DS-2024-31
 Zoning By-law Amendment
 Petretta Residential Proposal
 Northerly Portion of MRSPA
Preliminary Site Plan with Air Photo Overlay



Prepared By:
 Development Services





Western view of development looking northeast.





SOUTH BUILDING ENTRANCE



SOUTH EAST SIDE OF SOUTH BUILDING

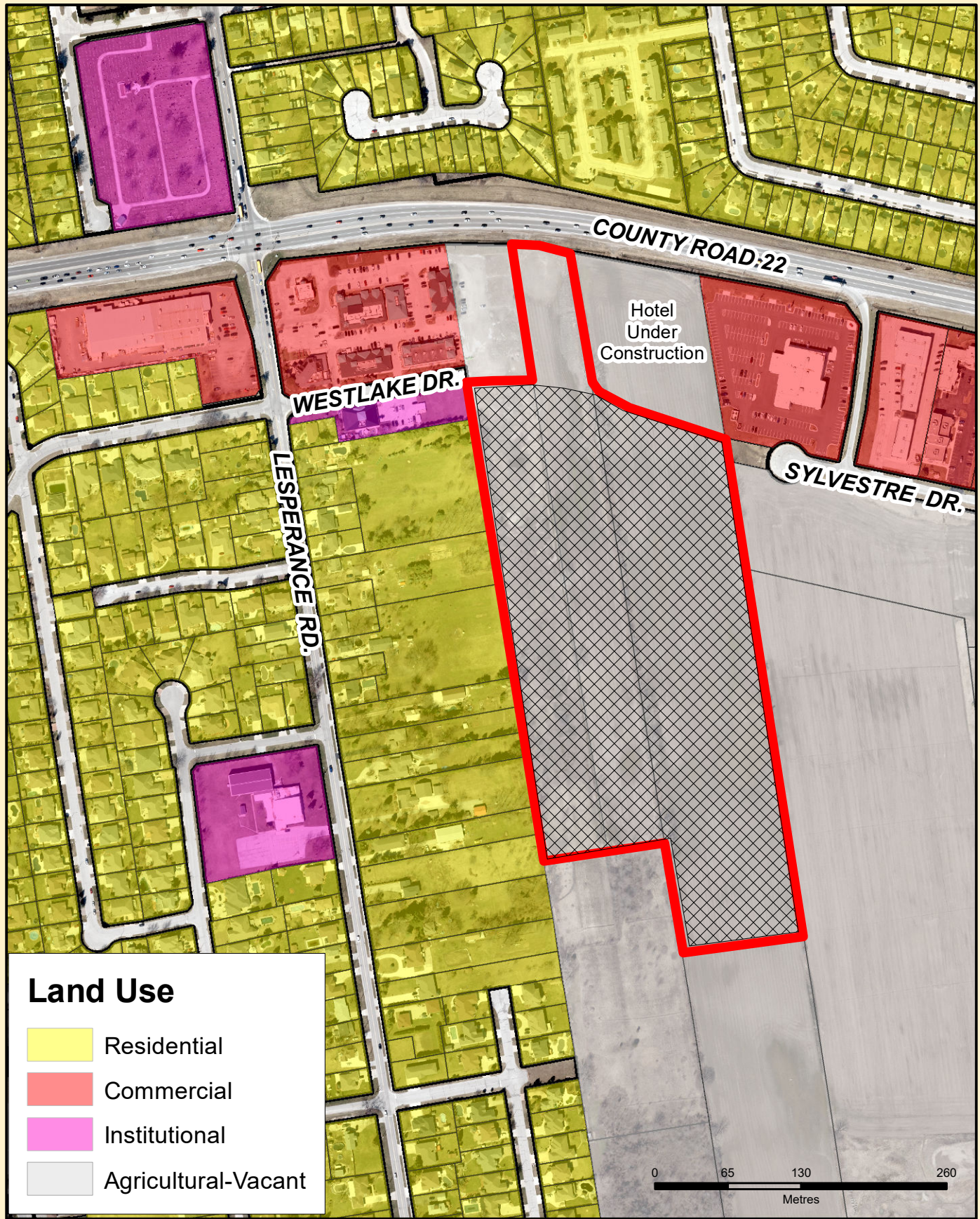


SOUTH BUILDING LOOKING TO NORTH BUILDING



COURTYARD LOOKING ON NORTH BUILDING





Land Use

- Residential
- Commercial
- Institutional
- Agricultural-Vacant

Legend:

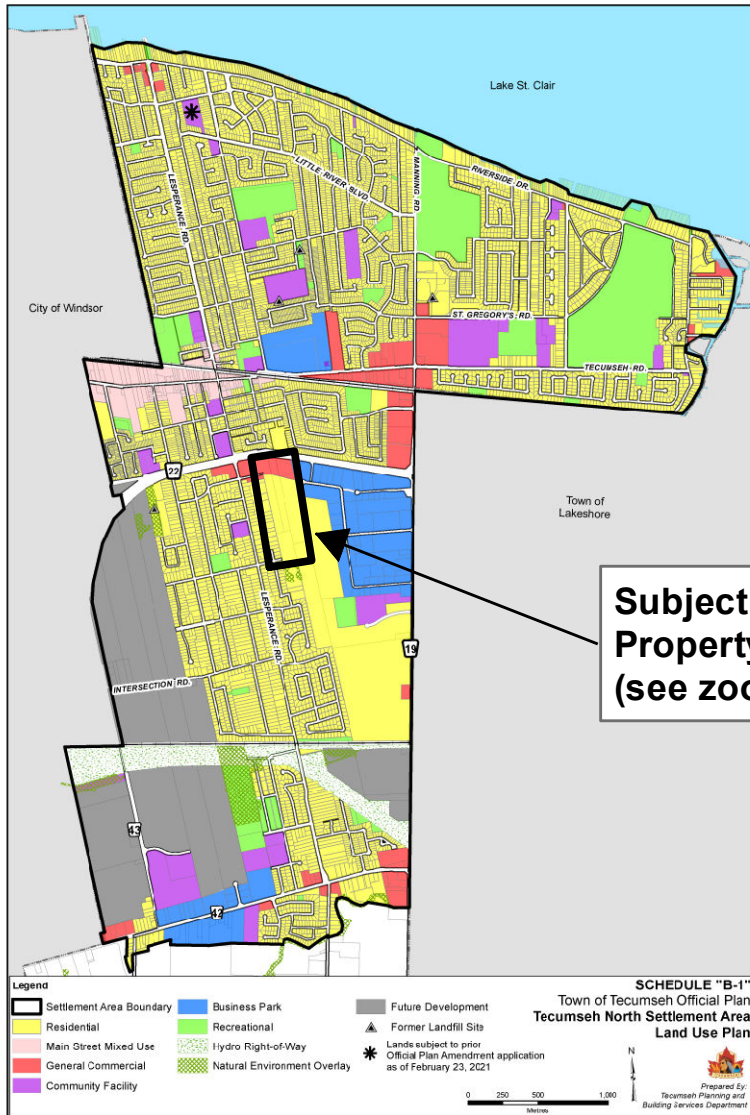
- Lands Owned by Applicant
- Subject Lands
(Subject to Zoning By-law Amendment)



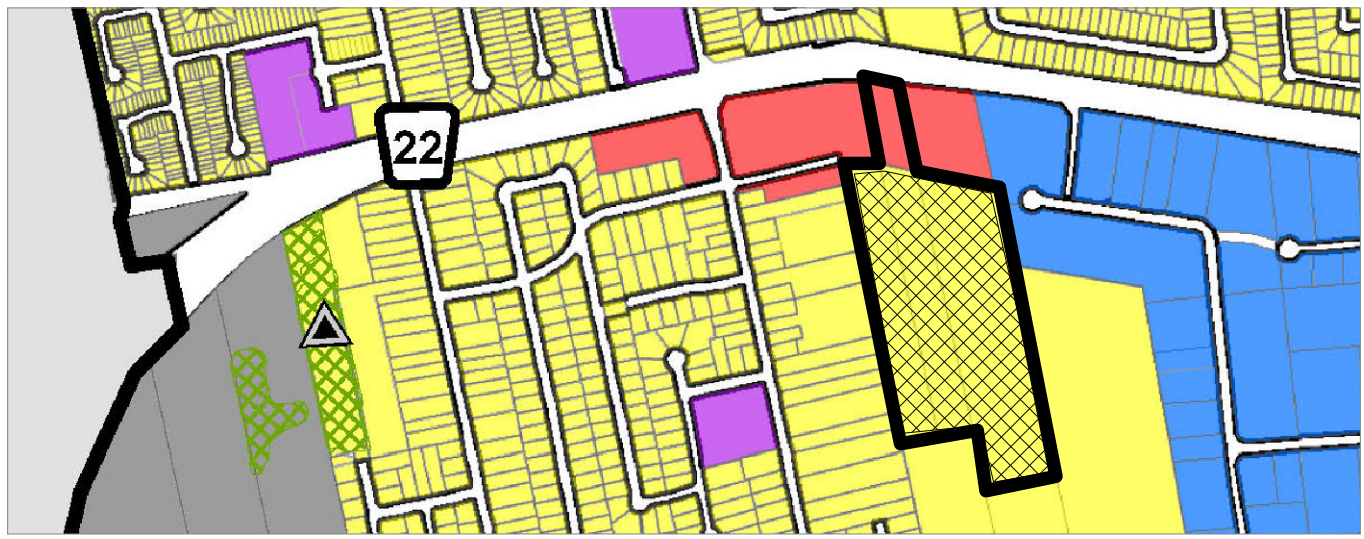
Prepared By:
Development Services





Attachment 5, DS-2024-31
Zoning By-law Amendment
Petretta Residential Proposal
Northerly Portion of MRSPA
**Property Location and
Surrounding Land Uses**



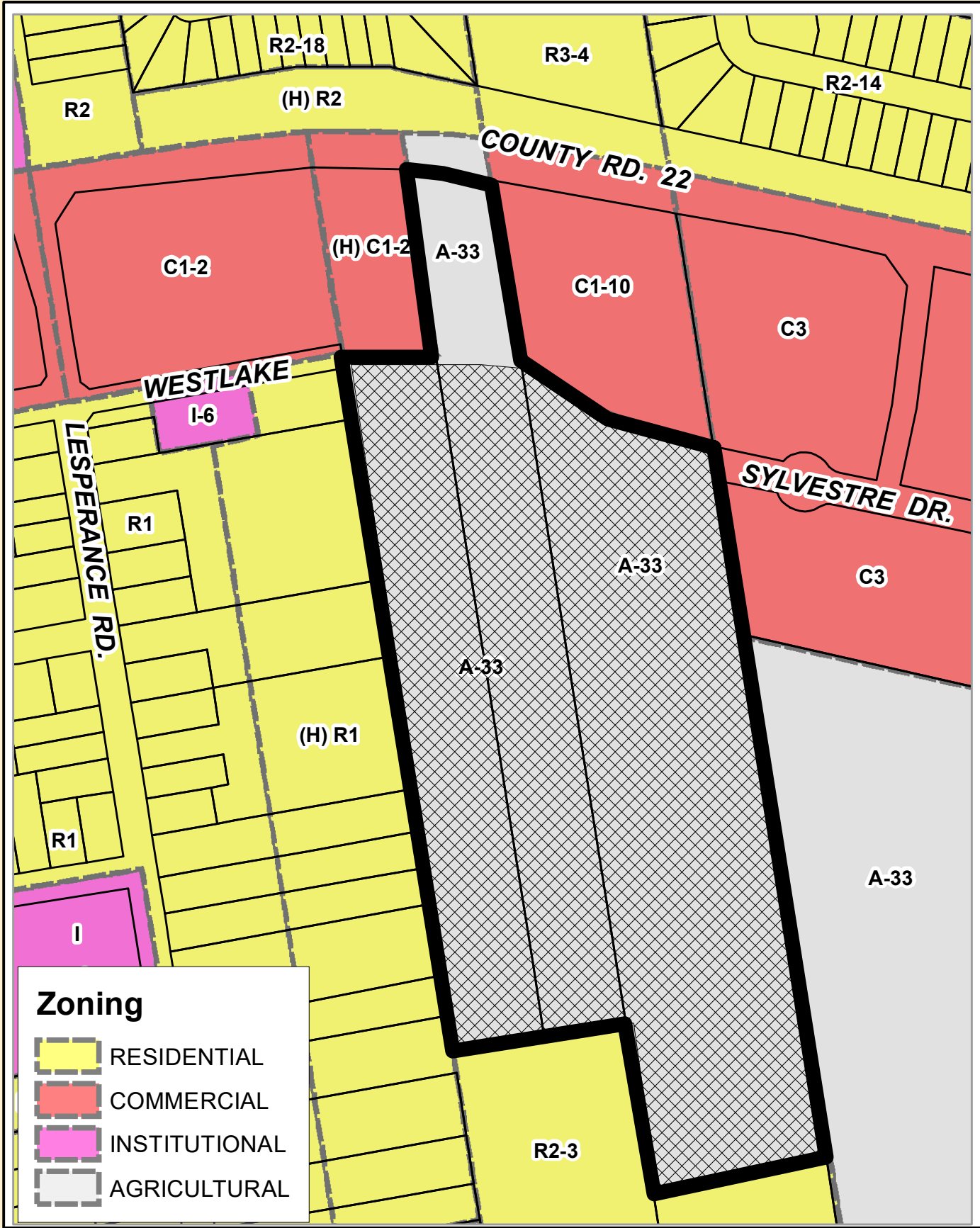
**Subject
Property
(see zoom below)**







Prepared By:
Development Services

-  Lands Owned by Applicant
-  Subject Lands
(Subject to Zoning By-law Amendment)

Attachment 6, DS-2024-31
Zoning By-law Amendment
Petretta Residential Proposal
Northerly Portion of MRSPA
Official Plan





Zoning

-  RESIDENTIAL
-  COMMERCIAL
-  INSTITUTIONAL
-  AGRICULTURAL



Prepared By:
Development Services

Legend:

-  Lands Owned by Applicant
-  Subject Lands (Subject to Zoning By-law Amendment)

Attachment 7, DS-2024-31
 Zoning By-law Amendment
 Petretta Residential Proposal
 Northerly Portion of MRSPA
Zoning



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: September 10, 2024

Report Number: FS-2024-16

Subject: Budget Variance Report – June 2024

Recommendations

It is recommended:

That report FS-2024-16, Budget Variance Report – June 2024, showing a projected tax-supported surplus of \$71,337 and a rate-supported deficit of \$533,622 be received.

Executive Summary

Administration has reviewed year-to-date financial activity and completed a forecast of the Town's financial position to year-end. Based on projections and assumptions through to the end of December 31, 2024, Administration is projecting a year-end deficit in the Operating Fund of \$462,285. This is made up of a tax-supported surplus of \$71,337 and a rate-supported deficit of \$533,622.

Key drivers of the projected surplus include:

- Tax Supported:
 - o Investment Income (\$1,819K Surplus) – Represents higher than average monthly bank balances and interest rates (\$1,800K). These additional funds are transferred to Reserves, thus resulting in a NIL impact to the Operating budget.

- Grants (\$135K Deficit) – Driven by timing of the Housing Action Plan (HAP) funding initiatives (\$115K). Offset by timing of expenditures related to HAP initiatives, thus limiting the impact to the Operating budget.
 - User Fees, Permits & Charges (\$90K Deficit) – Construction at the Arena required temporary closures of the facility resulting in decreased revenue (\$70K Arena and \$31K Recreation Programs).
 - Net Transfers To/From Reserves (\$1,565K Deficit) – Compared to budget, the projection shows us requiring \$1,565K less from Reserves to fund operations. This is largely due to increased Investment Income (\$1,800K), partially offset by higher than anticipated payouts for Mainstreet Community Improvement Plan (\$303K).
 - Grants & Donations (\$322K Deficit) – Represents additional expenditures related to four (4) Mainstreet Community Improvement Plan (CIP) projects on Tecumseh Road. Expenditures exceeding budget will be funded from accumulated CIP reserves as noted above
 - Salaries & Benefits (\$307K Surplus) – Favourability stemming from multiple vacancies.
 - Operating & Maintenance Supplies (\$216K Deficit) – Mainly due to repairs on storm sewer pump systems (\$59K), various vehicles (\$52K) and street lighting repairs associated with accidents and storms (\$40K).
- Rate supported:
- Contracted Services (\$592K Deficit) – Due to higher than budgeted rate for wastewater treatment costs from the City of Windsor.
 - Grants & Donations (\$52K Surplus) – Favourability driven by lower than anticipated participation in backwater valve subsidy program.
 - Salaries & Benefits (\$19K Surplus) – Favourability stemming from multiple vacancies.

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to current activity. A complete listing of all capital projects planned for 2024 as identified within department five-year capital plans is detailed in **Attachments 3 through 10**.

In total, over 110 projects are included in this variance report having a total budgeted cost of \$120M.

Background

Annual operating budgets for all Town departments are set at the beginning of the calendar year based on Council direction. Budget inputs consist of numerous professional estimates based on information available at the time (including the legislative environment, and macroeconomic trends such as currency fluctuations, commodity prices, unemployment figures, business investment, etc.).

Departments continuously monitor financial results and provide revised year-end forecasts. This helps identify potential exposures and provides an opportunity to create or adjust risk mitigation strategies to remain at, or close to, the approved budget.

Comments

Operating Fund

Attachment 1 summarizes the 2024 projected year-end variances by department, listed in order from the largest dollar deficit to the largest dollar surplus. As of our June 2024 variance analysis, we project a year-end deficit of \$462,285 (tax-supported surplus of \$71,337 and a rate-supported deficit of \$533,622).

Attachment 2 describes significant variances for each department.

Tax Supported Variances – Operating Fund

As of June 30, 2024, Administration is projecting a year-end surplus of \$71,337. This variance is broken down by major account category in **Table 1** below.

Account Category		Net Favourable/ (Unfavourable) Variance
Revenue		
Grants	\$	(135,220)
User fees, Permits & Charges		(89,912)
Other		(2,075)
Taxes		75,279
Transfers from Reserves		231,128
Investment Income		1,819,298
Subtotal - Revenue	\$	1,898,498
Expenses:		
Transfers to Reserves	\$	(1,796,478)
Grants & Donations		(322,215)
Operating & Maintenance Supplies		(216,380)
Professional Development		14,770
Other		22,671
Professional Services		40,005
Contract Services		123,072
Salaries & Benefits		307,394
Subtotal - Expenses	\$	(1,827,161)
2024 Forecasted Year-End Surplus	\$	71,337

Table 1 - Projected Operating Budget Variance by Category – Tax Rate Supported

Explanation of Key Variances

Revenue Variance

The largest projected surplus is within “Investment Income”. The Town continues to experience higher than average monthly bank balances and rates which result in favourable bank interest revenue of \$1,800,000.

The surplus from the “Transfers from Reserves” category is mainly driven by anticipated Mainstreet Community Improvement Plan payouts of \$430,000 (mainly four large apartments). The first \$125,000 will be funded through the Operating budget. The remaining \$303,000 is being funded through Reserves. This offsets the “Grants and Donations” expense category.

Offsetting these surpluses are projected deficits within “Grants” and “User fees, Permits & Charges” categories. The deficit in “Grants” is driven by the timing of the HAP funding initiatives (\$115,000 “Planning & Zoning” department). The anticipated reduction in “User fees, Permits & Charges” revenue is due to the closure of the Arena facility while construction is completed (\$70,000 “Arena” and \$31,000 “Recreation Programs” departments).

Expense Variance

Overall, a budget to actual deficit of \$1,827,000 is anticipated for expenditures. The deficit projected for “Transfers to Reserves” mainly represents an offset to the surpluses in the “Investment Income” category. The deficit in “Grants and Donations” category is offset by the “Transfers from Reserves”.

This deficit is partially offset by a surplus in “Wages and Benefits” mainly stemming from multiple vacancies.

Rate Supported Variances

As of June 30, 2024, Administration is projecting a year-end rate-support deficit of \$533,622. The projected year-end variance broken down by major account category is presented in **Table 2** below.

Account Category	Net Favourable/ (Unfavourable) Variance	
Revenue		
User fees, Permits & Charges	\$	(8,974)
Subtotal - Revenue	\$	(8,794)
Expenses:		
Contracted Services	\$	(592,031)
Other		(5,470)
Utilities & Insurance		2,521
Salaries & Benefits		18,532
Grants & Donations		51,800
Subtotal - Expenses	\$	(524,648)
2024 Forecasted Year-End Deficit	\$	(533,622)

Table 2 - Projected Operating Budget Variance by Category – Rate Supported

Explanation of Key Variances

Expense Variance

The projected deficit for “Contract Services” (\$592,000) is driven by higher than budgeted rates for wastewater treatment costs from the City of Windsor.

The projected deficit for “Purchases for Resale” is due to a higher than budgeted usage (\$19,500).

Salaries & Benefits are projected to have a \$18,500 surplus mainly stemming from multiple vacancies. Anticipated surplus in “Grants & Donations” driven by lower than anticipated participation in backwater valve subsidy program (\$51,800).

Tax Supported Variance - Capital/Lifecycle

The Capital/Lifecycle analysis consists of reviewing the status of approved projects, comparing approved funding to current activity. A complete listing of all capital projects planned for 2024 as identified within department five-year capital plans is detailed in **Attachments 3 through 9**.

In total, over 110 projects are included in this variance report having a total budgeted cost of \$120M. Projects in this report are either included in the 2024 Capital Works Plan and/or included in prior year Capital Works plans incurring 2024 costs.

Several projects currently ongoing are large-scaled where costs will span multiple years. Projected capital expenditures to year-end total \$54M, resulting in anticipated carry-forward of \$66M of project costs to future years.

Notable on-going large-scaled projects that will span future years include:

- Scully & St. Mark’s Storm Pump Station/Riverside Drive
- PJ Cecile Storm Pump Station
- Lesperance Road (Riverside to First) & Little River Trail
- Tecumseh Hamlet Secondary Plan Area Northwest Water and Wastewater Servicing
- Centennial and Woodbridge Watermain Replacement
- Cedarwood Sanitary Pump Station
- Manning Road Secondary Plan Area Stormwater Infrastructure

Notable large-scaled projects that have completed or are expected to complete this year include:

- Arena Restoration
- Lakewood Washroom and Water Feature
- Lacasse Baseball Grandstand Replacement
- Lacasse Park Landscaping, Parking Lot, Pathways and Pavilion
- Cada Library Renovations
- Maidstone Recreation Centre – Outdoor Washrooms
- Public Works Building Improvements

Project surplus/deficits impact the amount of reserve funds required resulting in lesser/greater use of capital reserve funding.

Information on 2024 tender results is detailed in **Attachment 10**.

Consultations

All Departments

Financial Implications

Summary of projected year-end variance is as follows:

Tax supported services	Amount	
Operating Surplus	\$	71,337

Rate supported services	Amount	
Operating deficit - Water	\$	11,522
Operating deficit - Wastewater		(545,144)

Total deficit	\$	(462,285)
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Link to Strategic Priorities

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

Communications

Not applicable

Website Social Media News Release Local Newspaper

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

Prepared by:

Vanessa DaDalt, CPA, CA
Deputy Treasurer & Manager Revenue Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	2024 Budget Variance – Summary All Units
2	2024 Budget Variance – Detail by Department
3	2024 Capital Variance – Arena
4	2024 Capital Variance - Pool
5	2024 Capital Variance – Community Safety
6	2024 Capital Variance - Building
7	2024 Capital Variance – Public Works
8	2024 Capital Variance – Technology and Communications
9	2024 Capital Variance – Parks
10	2024 Tender Results

Projected Fiscal 2024 Surplus (Deficit)

Division/Department	2024 Approved Budget	2024 Year End Projection	2024 Projected Surplus/(Deficit)	% Var. of Budget
Tax Supported				
Arena	\$ 894,608	\$ 965,908	\$ (71,300)	(8.0%)
Storm Sewers	636,905	698,380	(61,475)	(9.7%)
Public Works	2,470,577	2,522,312	(51,735)	(2.1%)
Parks	1,672,217	1,697,588	(25,371)	(1.5%)
Transit	112,076	126,773	(14,697)	(13.1%)
By-Law Enforcement	180,843	183,185	(2,342)	(1.3%)
Building	-	-	-	0.0%
Garbage Collection/Disposal	1,670,756	1,670,756	-	0.0%
Libraries & Culture	6,200	6,148	52	0.8%
Emergency Measures	24,450	23,426	1,024	4.2%
Recreation Other	129,191	125,014	4,177	3.2%
Pool	123,671	115,946	7,725	6.2%
Council	474,188	464,555	9,633	2.0%
Fire	1,698,071	1,685,990	12,081	0.7%
Other Protection	124,260	110,231	14,029	11.3%
Police	3,148,010	3,131,773	16,237	0.5%
Administration1	5,304,292	5,282,222	22,070	(0.1%)
Planning & Zoning	661,122	600,866	60,256	9.1%
Conservation Authority	331,032	268,456	62,576	18.9%
Corporate Shared	(19,662,469)	(19,750,866)	88,397	(0.4%)
Subtotal - Tax Supported	\$ -	\$ (71,337)	\$ 71,337	
Rate Supported				
Sanitary Sewers	\$ -	\$ 545,144	\$ (545,144)	
Waterworks System	-	(11,522)	11,522	
Subtotal - Rate Supported	\$ -	\$ 533,622	\$ (533,622)	
2023 Operating Budget	\$ -	\$ 462,285	\$ (462,285)	

Note 1:

Administration is comprised of:

Maintenance	\$ 432,324	\$ 445,148	\$ (12,824)	(3.0%)
Information & Technology Services	1,089,836	1,092,520	(2,684)	(0.2%)
Corporate Services & Clerks	912,803	915,143	(2,340)	(0.3%)
CAO	484,456	483,648	808	(0.3%)
People & Culture	605,333	602,648	2,685	0.4%
Customer Service	500,478	494,043	6,435	1.3%
Financial Services	1,279,062	1,249,072	29,990	2.3%
	\$ 5,304,292	\$ 5,282,222	\$ 22,070	

Notable Variances – By Department

Tax Supported

Significant variances within department operating budgets are summarized below. A positive number represents a favourable variance (increases in revenues or decreases in expenditures).

Arena

Arena

Budget Item	Commentary	Amount
User Charges	Projected unfavourable variance driven by Arena closures due to construction. Anticipating lower than budgeted hall and ice rental revenue (\$9,000 and \$55,000 respectively).	\$ (68,000)
Wages & Benefits / Transfer from Reserves	Projected to be favourable, primarily due to vacancies.	\$ 24,000
Maintenance Materials & Supplies	Projected to be unfavourable mainly due to additional incremental usage of janitorial supplies (\$7,600) and ice paint (\$2,000).	\$ (12,500)

Recreation Programs

Budget Item	Commentary	Amount
User Charges	Project unfavourable variance due to less available weeks for Day Camp Registration driven by ongoing renovations to the Arena facility.	\$ (30,000)
Wages & Benefits	Favourable variance anticipated due to a decrease in the projected number of hours.	\$ 18,000

Storm Sewers

Budget Item	Commentary	Amount
Maintenance Services	Projected to be unfavourable due to <ul style="list-style-type: none"> • Pump repairs at the Manning Road Pump Station (\$50,000) and • Repairs at the Lesperance Pump Station (\$9,000) 	\$ (59,000)

Public Works

Roadways

Budget Item	Commentary	Amount
User Charges	Projected to be favourable due to insurance recoveries (\$17,000) and additional cost recoveries from VIA Rail (\$14,000). Recoveries offset by increases in Maintenance Services	\$ 29,000
Wages & Benefits	Projected to be unfavourable driven by incremental hours.	\$ (17,000)
Maintenance Services	Projected to be unfavourable mainly due to repair of guardrail on Baseline Road	\$ (20,000)
Contract Services	Projected to be favourable due to lower traffic lights maintenance.	\$ 25,000
Professional Services	Professional services costs are projected to be greater than budget resulting from using a third party to assist with By-Law and Policy Development.	\$ (19,000)

Street Lighting

Budget Item	Commentary	Amount
Maintenance Materials & Supplies	Unfavourability projected due to unanticipated streetlight pole repairs/replacements.	\$ (19,000)
Maintenance Service	Projected unfavourability mainly due to: <ul style="list-style-type: none"> • Unanticipated hydro-vac work, • Unanticipated pole repair, and • Higher monthly streetlight repairs. 	\$ (21,000)

Winter Control

Budget Item	Commentary	Amount
Wages & Benefits	Projected favourable variance is driven by fewer year-to-date winter events than anticipated. This line item is subject to change dependent on the weather in Q4.	\$ 41,000

Parks

Parks

Budget Item	Commentary	Amount
Grants	Projected unfavourable due to lower than expected Summer Job Grant funding.	\$ (13,000)
User Charges / Transfer to Reserves	Projected unfavourable mainly due to <ul style="list-style-type: none"> • Renewal of contract with Tecumseh Thunder Baseball Club resulted in a decrease in land lease revenue (\$10,000), • Increased event usage of pavilion and down-time due to construction resulted in lowered hall rental (\$4,000), • Higher than anticipated donations and sponsorships for commemorative benches and trees (\$31,000). This is fully offset by Transfer to Reserves, thus NIL impact to Operating budget. 	\$ (16,000)
Wages & Benefits	Projected favourability driven by vacancies and less overall hours than anticipated.	\$ 31,000
Maintenance Service	Projected to be unfavourable primarily due to greater than anticipated repairs to trucks (\$7,000) and large mowers (\$16,000).	\$ (22,000)

Transit

Budget Item	Commentary	Amount
Maintenance Services	Projected unfavourable mainly due to aging vehicles requiring significant repairs.	\$ (13,000)

Building

Building

Budget Item	Commentary	Amount
Licences and Permits	Unfavourable Building permits anticipated due to current market conditions and high interest rates having a considerable negative impact on permit activity (\$55,000). This is offset by lower than budgeted transfer to reserve. Net impact to Operating budget is NIL.	\$ NIL

Recreation Other

Special Events

Budget Item	Commentary	Amount
Grants	Projected favourable variance due to incremental Tourism Growth Program grant funding.	\$ 8,000
User Charges	Projected favourable variance due to higher than anticipated event partnerships, including: <ul style="list-style-type: none"> • F7 event (\$3,000), • Canada Day (\$2,500), • Taste of Tecumseh (\$2,000), and • Other event partnership revenue (\$3,000) 	\$ 11,000
Contracts / Professional Services	Net unfavourable variance projection driven by incremental costs associated with Tourism Growth Program.	\$ (16,000)

Pool

Budget Item	Commentary	Amount
Grants	Projected to be unfavourable due to lower than expected Canada Summer Jobs Grant.	\$ (11,000)
Wages & Benefits	Projected to be favourable resulting from less overall hours incurred than budgeted.	\$ 21,000

Council

Budget Item	Commentary	Amount
Wages & Benefits	Projected favourability driven by lower than budgeted health benefits enrollment.	\$ 8,000

Other Protection

Crossing Guards

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to less than budgeted hours as a result of the removal of lunch shifts at four locations.	\$ 12,000

Police

Police Service Board and Police Service Board – Detachment 1

Budget Item	Commentary	Amount
Revenues	Favourable due to the disbandment of the Police Service Board effective March 31, 2024 and creation of the Essex County OPP Detachment Board 1 as of April 1, 2024. Amount represents reimbursement of costs from Lakeshore and Essex.	\$ 47,000
Wages	Unfavourability due to the new payroll requirements of the Essex County OPP Detachment Board 1.	\$ (24,000)

Administration

Maintenance

Budget Item	Commentary	Amount
Maintenance Materials & Supplies	Projected unfavourable variance is anticipated due to the following departments currently exceeding their budget allocations. <ul style="list-style-type: none"> • Pool (\$5,400) • Parks (\$4,800) • Water (\$4,600) • Community Facilities (\$1,500) 	\$ (14,000)

Technology & Client Services

Budget Item	Commentary	Amount
Professional Fee – Other / Transfer from Reserves	Projected favourable variance due to lower than anticipated cost in the Cloud Strategy implementation (\$19,000). This is offset by a decrease in Transfer from Reserves, resulting in no net impact Operating budget.	\$ NIL

Legislative & Clerk Services

Budget Item	Commentary	Amount
User Charges	Projected to be unfavourable due to lower than anticipated service requests.	\$ (10,000)

Financial Services

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to vacancies.	\$ 32,000
Professional Services	Unfavourable projected variance driven by Asset Retirement Obligation evaluation for new requirements under Public Sector Accounting Board Standard.	\$ (10,000)

Planning & Zoning

Planning & Zoning

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to vacancies.	\$ 12,000
Tecumseh Hamlet Secondary Plan	Increase in project costs of \$20,000 to engage consultant service for consultation with major property owners regarding land servicing cost-sharing strategies. Funded through reserves, thus no impact to the Operating budget.	\$ NIL
Development Charge Study	Development Charge study required an additional \$20,000 for consultant services for engineering input. Fully funded through reserves, thus no impact to the Operating budget.	\$ NIL
Mainstreet Community Improvement Plan	Tecumseh Mainstreet CIP grant program disbursements are projected to be \$303,000 above budget, attributing to three significant development projects in 2024. Fully funded through accumulated unspent program reserves, therefore no impact to the Operating budget.	\$ NIL
Tecumseh Housing Action Plan	Projected project costs for the year are anticipated to be \$115,000 lower than budget. This is due to timing. Fully funded through Federal Housing Accelerator funding, thus no impact to the Operating budget.	\$ NIL

Local Economic Development

Budget Item	Commentary	Amount
Grants	Projected unfavourable variance due to the delay in commencement of the Rural Economic Development (RED) project.	\$ (15,000)
Professional Services / User Charges	Projected favourable variance due to the delay in the commencement of the Commercial District Branding study (\$30,000). Partially offset by decrease in User Charges revenue (\$5,000).	\$ 25,000

Agriculture & Reforestation

Budget Item	Commentary	Amount
Wages & Benefits	Favourable variance projected primarily due to vacancies.	\$ 35,000

Conservation Authority

Budget Item	Commentary	Amount
Contract Services	Projected favourable due to 2024 ERCA budget reduction to Category 3 Non-Mandatory programs.	\$ 60,000

Corporate Shared

Budget Item	Commentary	Amount
Supplemental Taxes	<p>In-year assessment growth is projected to be greater than budget mainly due to higher than anticipated Residential supplemental taxes.</p> <p>Annual supplemental tax budget is based on recent historical averages and anticipated development.</p>	\$ 75,000
Investment Income	<p>Projected favourable year-end variance mainly due to interest collected on deferred development charge (\$12,000) and higher than anticipated dividend income (\$7,000)</p>	\$ 19,000
Bank Interest / Transfer to Reserves	<p>Higher than average monthly bank balances and rates resulting in projected favourable bank interest revenue (\$1,800,000). Per Town practice, surplus investment funds are transferred to the Tax Rate Stabilization Reserve and/or Infrastructure Reserve, thus resulting in a NIL impact to the Operating budget.</p>	\$ NIL

Rate Supported

Significant variances within department operating budgets are summarized below. A positive number represents a favourable variance (increases in revenues or decreases in expenditures).

Sanitary Sewers

Budget Item	Commentary	Amount
Contract Services	Unfavourable variance due to overall 16% higher than budgeted rates for wastewater treatment costs from the City of Windsor (approximately 25% increase to Little River and 2% increase to Lou Romano). City rates are based on prior year operating costs per volume.	\$ (594,000)
Grants Expense	Projected favourability due to lower than anticipated intake of wastewater backflow and foundation disconnection subsidy program.	\$ 72,000

Waterworks System

Watermain and Services

a) General

Budget Item	Commentary	Amount
Wages & Benefits	Projected to be favourable due to vacancies.	\$ 26,000
Purchases for Resale	Projected unfavourability driven by greater than budgeted bulk water usage.	\$ (20,000)

Attachment 3
 2024 Budget Variance - June 2024
 Arena Capital Projects

Cost Center	2024 Arena Capital Projects (As per Capital Works Plan and Amendments)	a)	b)	c)	d) = a) - c)
		Total Approved Budget as of Dec 31, 2024	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
9999	Replacement of Evaporative Condenser	\$ 175,000	\$ 20,429	\$ 175,000	\$ -
9999	Arena Dressing Room/Hallway HVAC unit repair	\$ 25,000	\$ -	\$ 25,000	\$ -
2315	Arena Restoration - Floors, Bathrooms, Front Entrance Apron, Lobby	\$ 2,050,582	\$ 292,424	\$ 2,050,582	\$ -
2315	Arena Reconfiguration - Stairwell, 2nd Level Program Room, Washrooms/Mezzanine	\$ 600,000	\$ -	\$ 600,000	\$ -
2318	Tecumseh Arena Stormwater Infrastructure Modelling	\$ 30,000	\$ 3,053	\$ 25,000	\$ 5,000
9999	Building Envelope Improvements	\$ 55,000	\$ 45,054	\$ 55,000	\$ -
9900	Annual General Lifecycle Repairs	\$ 20,000	\$ -	\$ 20,000	\$ -
9900	Annual Project Management	\$ 75,000	\$ 44,266	\$ 90,000	\$ (15,000)
	Total Arena	\$ 3,030,582	\$ 405,225	\$ 3,040,582	\$ (10,000)

Cost Center	Annual General Lifecycle Repairs Projects:	Total Actuals as of June 30, 2024	Projected Costs as of Dec. 31, 2024
	Other Projects (known or expected as of today)	\$ -	\$ 20,000
	Total Arena Annual General Lifecycle Repairs	\$ -	\$ 20,000

Cost Center	Annual Project Management - Projects:	Total Actuals as of June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	Arena project management - architect consultation	\$ 8,019	\$ 15,000
	Wellness Campus Concept Development - program/service design and business case	\$ 36,247	\$ 75,000
	Other Projects (known or expected as of today)		
	Total Arena Annual Project Management Allocation	\$ 44,266	\$ 90,000

Attachment 4
 2024 Budget Variance - June 2024
 Pool Capital Projects

		a)	b)	c)	d) = a) - c)
Cost Center	2024 Pool Capital Projects (As per Capital Works Plan and Amendments)	Total Approved Budget as of Dec 31, 2024	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
9999	Pool Spray Feature Controls Replacement	\$ 20,000	\$ -	\$ 20,000	\$ -
9999	Vinyl Liner for Lap Pool & Tot Pool	\$ 300,000	\$ -	\$ 300,000	\$ -
9900	Annual General Lifecycle Repairs	\$ 20,000	\$ 22,539	\$ 22,539	\$ (2,539)
	Total Pool	\$ 340,000	\$ 22,539	\$ 342,539	\$ (2,539)

Cost Center	Annual Project Management - Projects:	Total Actuals as of June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	Paint lap pool and tot pool	\$ 9,632	\$ 9,632
9900	Restoration and painting of stairwell for waterslide	\$ 6,904	\$ 6,904
9900	Waterslide supply piping and valve repairs	\$ 6,003	\$ 6,003
	Other Projects (known or expected as of today)		
	Total Pool Annual General Lifecycle Repairs	\$ 22,539	\$ 22,539

Attachment 5
 2024 Budget Variance - June 2024
 Community & Recreation Services Capital Projects

Cost Center	2024 Community & Recreation Services Capital Projects (As per Capital Works Plan and Amendments)	a)	b)	c)	d) = a) - c)
		Total Approved Budget as of Dec 31, 2024	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
2308	Lakewood - Washroom and Splashpad Construction	\$ 3,125,000	\$ 108,061	\$ 3,125,000	\$ -
2119	Lacasse Baseball Grandstand - Replacement Project	\$ 3,597,600	\$ 3,684,060	\$ 3,613,653	\$ (16,053)
4312	Piqua - Basketball Court Surfacing	\$ 45,000	\$ -	\$ 45,000	\$ -
9999	Sport Field Turf Rehabilitation	\$ 250,000	\$ 195,245	\$ 250,000	\$ -
2414	Lacasse Park - Landscaping, Parking Lot, Pathways, Pavilion	\$ 1,230,000	\$ 329,071	\$ 1,230,000	\$ -
9999	Parks Yard Storage Container Shed	\$ 40,000	\$ -	\$ 40,000	\$ -
4131	Optimist Park - Playset Additions	\$ 150,000	\$ -	\$ 150,000	\$ -
4340	Rocheleau Park - Toddler Playset	\$ 25,000	\$ 24,797	\$ 24,797	\$ 203
4373	Shawano Park - Playset Replacement	\$ 70,000	\$ 80,367	\$ 80,367	\$ (10,367)
TBD	Tennis / Pickleball Court - Repairs and Refurbishing	\$ 50,000	\$ -	\$ 50,000	\$ -
9900	Annual Project Allocations	\$ 45,000	\$ 79,039	\$ 121,089	\$ (76,089)
0003	Park Amenities (Annual Recurring)	\$ 25,000	\$ 20,373	\$ 28,000	\$ (3,000)
0004	Sports Fields Top Dressing Overseeding (Annual Recurring)	\$ 16,000	\$ 12,483	\$ 16,000	\$ -
0006	Manufacturing Wood Chips under Playsets (Annual Recurring)	\$ 18,000	\$ 8,285	\$ 18,000	\$ -
4999	Tree Planting (Annual Recurring)	\$ 30,000	\$ 2,511	\$ 30,000	\$ -
Various	Capital Project Management	\$ 75,000	\$ 17,928	\$ 75,000	\$ -
	Total Community & Recreation Services	\$ 8,791,600	\$ 4,562,218	\$ 8,896,905	\$ (105,306)

Cost Center	Annual Project Allocations	Projects:	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	Baseball Improvements Consultation		\$ 2,188	\$ 2,188
9900	Pickleball Acoustic Study		\$ 7,266	\$ 10,000
9900	Project Management - Parks		\$ 4,012	\$ 10,000
9000	Budget Development of Future Projects		\$ 2,488	\$ 10,000
4230	Lacasse Baseball Batting Cage & Excavation		\$ 38,001	\$ 38,001
9900	St. Mary's Bleachers		\$ -	\$ 20,000
9900	Lakewood Disc Golf		\$ 8,751	\$ 8,600
9900	Town Hall Center Park baseball netting		\$ 9,972	\$ 9,800
9900	Feasibility Study (Lacasse Pickleball Building, L'Essor Sport Dome)		\$ 6,360	\$ 12,500
	Total Parks Annual Project Allocation		\$ 79,039	\$ 121,089

Cost Center	Capital Project Management - Projects:	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	Consulting & Master Planning Services- (Town Hall Campus)	\$ 17,928	\$ 17,928
	Other Projects (known or expected as of today)		\$ 57,072
	Total Parks Capital Project Management	\$ 17,928	\$ 75,000

Attachment 6
 2024 Budget Variance - June 2024
 Community Safety (Fire) Capital Projects

		a)	b)	c)	d) = a) - c)
Cost Center	2024 Community Safety (Fire) Capital Projects (As per Capital Works Plan and Amendments)	Total Approved Budget as of Dec 31, 2024	Total Actuals From Project Start to	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
0007	Pagers	\$ 2,400	\$ -	\$ 2,400	\$ -
0008	Firefighter Helmets	\$ 4,200	\$ 3,403	\$ 4,800	\$ (600)
0009	Firefighter Boots	\$ 3,000	\$ -	\$ 3,000	\$ -
0010	Bunker Gear	\$ 21,000	\$ 14,352	\$ 25,600	\$ (4,600)
9999	SCBA Cylinders	\$ 140,000	\$ 137,392	\$ 138,000	\$ 2,000
9999	Defib Replacement	\$ 19,500	\$ 22,531	\$ 22,531	\$ (3,031)
9999	Thermal Image Cameras	\$ 20,000	\$ 15,661	\$ 18,000	\$ 2,000
Total Community Safety (Fire)		\$ 210,100	\$ 193,339	\$ 214,331	\$ (4,231)

Attachment 7
 2024 Budget Variance - June 2024
 Technology & Client Services Capital Projects

		a)	b)	c)	d) = a) - c)
Cost Center	2024 Technology & Client Services Capital Projects (As per Capital Works Plan and Amendments)	Total Approved Budget as of Dec 31, 2024	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
9999	GPS Data Collector Units	\$ 15,000	\$ -	\$ -	\$ 15,000
9999	FMW Updates	\$ 20,000	\$ 6,310	\$ 20,000	\$ -
9999	Time and Attendance Software	\$ 50,000	\$ 2,862	\$ 50,000	\$ -
9999	Data Backup Solution	\$ 15,000	\$ 2,814	\$ 15,000	\$ -
0013	Video Surveillance	\$ 32,000	\$ 22,216	\$ 32,000	\$ -
0011	PC Replacements	\$ 30,000	\$ 21,891	\$ 30,000	\$ -
0012	Network Upgrades	\$ 30,000	\$ 7,412	\$ 40,000	\$ (10,000)
0018	Network Security	\$ 8,000	\$ -	\$ 8,000	\$ -
9999	A/V Systems	\$ 5,000	\$ -	\$ 5,000	\$ -
9999	Miscellaneous Software	\$ 5,000	\$ -	\$ 5,000	\$ -
0017	Virtual Server Upgrades	\$ 15,000	\$ 1,852	\$ 15,000	\$ -
9999	Corporate Website	\$ 30,000	\$ 18,215	\$ 30,000	\$ -
9999	Lacasse Park Sound System	\$ 22,000	\$ 21,026	\$ 21,226	\$ 774
9999	Phone System Upgrade	\$ 25,000	\$ 15,674	\$ 18,000	\$ 7,000
2416	Dayforce HCM Software Solution	\$ 245,000	\$ 38,308	\$ 245,000	\$ -
Total Technology & Client Services		\$ 547,000	\$ 158,579	\$ 534,226	\$ 12,774

Attachment 8
 2024 Budget Variance - June 2024
 PWES Capital Projects

Cost Center	2024 PWES Capital Projects (including Carry Forward Projects)	a)	b)	c)	d)= a)-c)
		Total Revised 2024 Budget	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
0002	Road Paving - Asphalt	\$ 670,930	\$ 47,379	\$ 700,000	\$ (29,070)
0002	Road Tar and Chip	\$ 132,690	\$ -	\$ 150,000	\$ (17,310)
0002	Road Paving - Crack Sealing	\$ 132,690	\$ -	\$ 150,000	\$ (17,310)
0001	Sidewalk Repair	\$ 69,000	\$ 12,740	\$ 69,000	\$ -
2401	2024 Road Needs Study	\$ 160,000	\$ 29,380	\$ 160,000	\$ -
2402	Boulevard Street Trees	\$ 125,000	\$ 99,299	\$ 125,000	\$ -
2403	Lesperance Right Turn Lane at CR22	\$ 400,000	\$ 8,395	\$ 40,000	\$ 360,000
2404	Riverside Drive Street Light Improvements	\$ 250,000	\$ -	\$ 50,000	\$ 200,000
2405	Traffic Signal Upgrades (movement detection cameras)	\$ 100,000	\$ -	\$ -	\$ 100,000
2406	2024 Bridge and Culvert Needs Study (>3m Span)	\$ 50,000	\$ 4,467	\$ 50,000	\$ -
2407	Tecumseh Water Tower - Internal Cleaning and Inspection	\$ 32,000	\$ -	\$ 32,000	\$ -
2408	Arbour Street to Southfield Lane Watermain	\$ 260,000	\$ -	\$ 260,000	\$ -
2409	Brouillette Court Watermain Replacement	\$ 255,000	\$ -	\$ 50,000	\$ 205,000
2410	Fire Hydrant Upgrades	\$ 20,000	\$ -	\$ 20,000	\$ -
2411	Watermain Auto Flusher Replacements	\$ 45,000	\$ -	\$ 45,000	\$ -
2412	Little River Pollution Control Plant Municipal Class EA	\$ 60,000	\$ 43,069	\$ 100,000	\$ (40,000)
2109	Pike Creek Drain at Baseline Road (1005)	\$ 250,000	\$ -	\$ -	\$ 250,000
2314	CR43 Trunk Watermain W-4 (CP Rail to CR42)	\$ 3,161,200	\$ 90,083	\$ 3,161,200	\$ -
2101	Lesperance Road Trail - CR22 to CR42	\$ 2,632,177	\$ 156,704	\$ 2,632,178	\$ (1)
2301	Lesperance Road (Riverside to First) & Little River Trail	\$ 5,050,000	\$ 81,707	\$ 200,000	\$ 4,850,000
2303	CR 46 Municipal Class EA	\$ 80,000	\$ -	\$ 40,000	\$ 40,000
9900	Annual Project Contingency	\$ 250,000	\$ -	\$ 250,000	\$ -
2012	Tecumseh Hamlet SPA EA FSR	\$ 1,006,000	\$ 279,644	\$ 1,006,000	\$ -
1910	CR 46/Webster/Laval Sanitary Sewer Ext.	\$ 4,131,000	\$ 418,976	\$ 3,956,000	\$ 175,000
1911	Delduca Drive Sanitary Sewer	\$ 5,840,300	\$ 3,135,602	\$ 5,560,300	\$ 280,000
1913	Sanitary Sewer Model Update	\$ 385,000	\$ 353,707	\$ 360,000	\$ 25,000
2205	8th Concession Sanitary Sewer By-law	\$ 45,000	\$ 42,137	\$ 45,000	\$ -
2206	TSPA Northwest W&WW Infrastructure (W-1; WW-1; WW-2)	\$ 23,562,400	\$ 534,512	\$ 2,169,000	\$ 21,393,400
2413	Wastewater Pump Stn Improvements (Sylvestre; Gauthier; St. Alphonse)	\$ 175,000	\$ -	\$ 175,000	\$ -
2305	MECP Consolidated Linear Infrastructure	\$ 67,500	\$ -	\$ 25,000	\$ 42,500
1915	Scully & St. Mark's Storm PS/Riverside Drive	\$ 23,346,900	\$ 2,847,452	\$ 14,000,000	\$ 9,346,900
1921	MRSPA Stormwater Infrastructure	\$ 2,780,000	\$ 1,437,200	\$ 1,587,200	\$ 1,192,800
2011	Stormwater Rate Study	\$ 45,000	\$ 35,446	\$ 35,446	\$ 9,554
2116	PJ Cecile Storm Pump Station	\$ 11,639,800	\$ 333,413	\$ 540,000	\$ 11,099,800
2113	Hwy 3-CR 34 Water Valve Replacement	\$ 456,300	\$ 21,042	\$ 50,000	\$ 406,300
2122	CR 19 Improvements (CR 22 to Jamsyl) W-2B	\$ 1,022,000	\$ 14,803	\$ 50,000	\$ 972,000
2129	Centennial & Woodridge Watermain Replacements	\$ 4,562,000	\$ 102,791	\$ 150,000	\$ 4,412,000
	Cedarwood Sanitary Pump Station	\$ 9,000,000	\$ -	\$ 60,000	\$ 8,940,000
	Banwell Road Corridor (Mulberry to CP Rail) - Town Ancillary Works	\$ 1,992,000	\$ -	\$ 370,000	\$ 1,622,000
	Sub-total for 2024	\$ 104,241,887	\$ 10,129,947	\$ 38,423,324	\$ 65,818,563

Cost Center	Annual General Lifecycle Repairs - Projects:	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	CR11 Water Hydrant Maintenance	\$ -	\$ 30,000
9900	Water Services Parts Washer	\$ -	\$ 60,000
	Other Projects (known or expected as of today)		
	Total PWES Annual General Lifecycle Repairs	\$ -	\$ 90,000

Attachment 9
 2024 Budget Variance - June 2024
 Buildings Capital Projects

		a)	b)	c)	d) = a) - c)
Cost Center	2024 Buildings Capital Projects (As per Capital Works Plan and Amendments)	Total Approved Budget as of Dec 31, 2024	Total Actuals From Project Start to June 30, 2024	Projected Costs as of Dec. 31, 2024	Projected Variance As of Dec. 31, 2024 \$ Surplus/(Deficit)
2002	CADA Library Architect Services (CFWD)	\$ 86,500	\$ 90,299	\$ 90,299	\$ (3,799)
2002	CADA Library Building Renovations	\$ 1,380,907	\$ 1,333,343	\$ 1,355,000	\$ 25,907
2306	Maidstone Recreation Centre - Outdoor Washrooms (CFWD)	\$ 625,000	\$ 58,102	\$ 625,000	\$ -
2302	PWES Staff Building Improvements - Design	\$ 66,000	\$ 51,600	\$ 66,000	\$ -
2302	PWES Staff Building Improvements - Project	\$ 630,547	\$ 42,395	\$ 630,547	\$ -
4071	Dresden Park - Replacement Pavilion	\$ 75,000	\$ -	\$ 75,000	\$ -
9999	St. Clair Beach Comm. Centre 'B' Side HVAC Replacement	\$ 30,000	\$ -	\$ 30,000	\$ -
9999	Cenotaph	\$ 25,000	\$ -	\$ 25,000	\$ -
9999	Lesperance Log Cabin - Roof Replacement	\$ 7,250	\$ -	\$ 7,250	\$ -
9900	Annual General Building Repairs	\$ 40,000	\$ 22,107	\$ 40,000	\$ -
	Total Buildings	\$ 2,966,204	\$ 1,597,847	\$ 2,944,096	\$ 22,107

Cost Center	Annual General Building Repairs - Projects:	Total Actuals as of June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	St. Clair Beach Community Center Refresh	\$ 22,107	\$ 22,107
	Other Projects (known or expected as of today)	\$ -	\$ 17,893
	Total Buildings Annual General Building Repairs	\$ 22,107	\$ 40,000

Cost Center	Electric Vehicle (EV) Charging Stations - Projects:	Total Actuals as of June 30, 2024	Projected Costs as of Dec. 31, 2024
9900	Town Hall Center Park- EV Charging Stations	\$ 7,531	\$ 7,531
	Total Buildings Electric Vehicle (EV) Charging Stations	\$ 7,531	\$ 7,531

Attachment 10
2024 Budget Variance - June 2024
Tender Results

Project	Awarded to	Department	Amount
HRIS HR & Payroll	Dayforce	HR	\$ 245,000.00
Provision of Group Benefits	Dejardins and Greenshield	HR	\$ 194,180.00
Tecumseh Arena Rubber floor Replacement	Jones Carpet Services	Recreation	\$ 334,747.62
Integrity Commissioner 2024	ADR Chambers Inc.	Clerks & Legal	\$ 350.00/hour
11th Concession Drain Branch in the Town of Tecumseh	DiMenna Excavating	Engineering	\$ 28,925.00
Diesel Contour Striping Mower	Podolinsky Equipment	Parks	\$ 126,148.45
External Audit Services 2024	KPMG	Finance	\$ 30,200.00
2024 Jacobsen HR700 Area Rotary Mower	G.C.Duke	Parks	\$ 124,301.00
Maidstone Recreation Centre Outdoor Washrooms	Greenlight General Contracting	Recreation	\$ 514,000.00
Town of Tecumseh Public Works Renovation	Greenlight General Contracting	Public Works	\$ 684,500.00
Lesperance Road Multi use Pathway	Total Source	Engineering	\$ 1,996,305.00
Manning Tecumseh Rd District Land use Policy	WSP	Engineering	\$ 39,770.00
Consulting Services for Review an analysis of School Safety Zones	WSP	Engineering	\$ 74,508.00
Benefit Broker	NFP	HR	\$ 25,000.00
Swimming Pool Resurfacing	Reca Vinyl Works	Recreation	\$ 270,892.47
Lacasse Park Parking Lot and Trail Improvement Tender	Piera Con Enterprises	Recreation	\$ 1,068,049.50
Tecumseh Areana Interior Refresh	TCI Titan Contracting	Recreation	\$ 2,541,618.16
Asphalt Paving	GIP Paving	PW	\$ 659,325.00
Tar, Chip and Crack Seal in the Town of Tecumseh	Cancelled	PW	\$ -
Tar, Chip and Crack Seal in the Town of Tecumseh	Shepley Excavating	PW	\$ 260,790.00
2024 Bridge Needs Study	Dillon	Engineering	\$ 43,400.00
2024 HVAC Service Plan Contract	Lekter Industrial Services Inc.	Recreation	\$ 18,040.00
2024 Lesperance Rd County Westlake Drive	RC Spencer	Recreation	\$ 60,000.00
2024 Road Needs Study	Dillon	Engineering	\$ 130,550.00
Appointment for Project Consultant for CRS Capital Projects	Mr. Mike Smithson	Recreation	\$ 67,500.00
Appointment of consultant for Architectural services and Engineering for Lakewood Park South	Ron Kouidy's Landscape Architects Inc.	Recreation	\$ 97,900.00

Attachment 10
 2024 Budget Variance - June 2024
 Tender Results

Project	Awarded to	Department	Amount
Appointment of Consultant for Development of The Wellness Campus Concept	J5 Design	Recreation	\$ 46,000.00
Appointment of Consulting for Energy Conservation & Demand Management	Matrix Solutions Inc.	Recreation	\$ 44,835.00
Architect Services Arena	Archon Architects	Recreation	\$ 82,700.00
Cloud Strategy Project award	Perry Group	IT	\$ 21,840.00
Consultant for architectural services and engineering at Lacasse Park	Ron Kouidy's Landscape Architects Inc.	Recreation	\$ 30,960.00
Evaporative Condenser Tecumseh Arena	Toromont	Recreation	\$ 197,671.25
Federal Housing Accelerator Fund Initiative 1 Implementation Planning Services WSP	WSP	Engineering	\$ 79,672.50
Furnishing inground dugouts at Lacasse Park	PTY Sports	Recreation	\$ 15,000.00
GDH Digital Govstack Website Migration	GHD Digital	IT	\$ 25,114.14
Heat Exchanges Tecumseh Arena	KZ Plumbing & Heating	Recreation	\$ 20,429.00
Federal Housing Accelerator Fund Initiative Project Management	Miller Silani	Engineering	\$ 86,000.00
Kubota Mowers and Tractor	Southpoint Equipment	Parks	\$ 136,244.89
Maidstone Recreation Centre New Septic System	Glen Knight Septic Tank Service	Recreation	\$ 124,510.00
Restoration of the Baseball Scoreboard and Dimensional Logos at Lacasse Park	Fast Signs	Recreation	\$ 32,685.00
Parking Barrier Arm Gate for Lakewood Park S.	Ontario Parking System	Recreation	\$ 37,000.00
St Clair Beach Community Centre B Side HVAC Replacement	KZ Plumbing & Heating	Recreation	\$ 30,898.00
Graphic Design for Finance Budget Document	Douglas Marketing Group	Finance	\$ 5,000.00
New Granite for Cenotaph	Excelsior Monuments Inc,	Recreation	\$ 13,996.00



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: September 10, 2024

Report Number: PWES-2024-47

Subject: 2024 Vehicles – Award of John Deere 320p Backhoe

Recommendations

It is recommended:

That report PWES-2024-47, 2024 Vehicles – Award of John Deere 320p Backhoe, **be received**;

And that the purchase of the John Deere 320p Backhoe in the amount of \$200,550 plus HST **be awarded** to Brandt Tractor Ltd.;

And further that the funding allocation, reflecting a total budget requirement of \$207,110 with a \$29,030 increase to the original allocation **be approved and accommodated** as:

- Fleet Lifecycle Reserve – Increase from \$175,000 to \$207,110

Background

At the May 13, 2024, Regular Meeting of Council, Council authorized Administration to obtain quotations for the 2024 Supply of Various Vehicles within Report [PWES-2024-27](#) (Motion:117-24 RCM) which identified backhoe for the Public Works & Transportation (PWT) Division. The backhoe in the PWT Division is used for all storm and sanitary repairs as well as in day-to-day operations throughout the Town. It is the primary piece

of equipment used to load salt into Town Trucks for winter control, however it is also heavily relied upon year-round for various uses.

Comments

As a municipality within Ontario, the Town of Tecumseh is a member of the Association of Municipalities of Ontario (AMO). AMO provides several programs and resources for municipalities including group buying programs. Local Authority Services (LAS), a division of AMO, is a founding partner of Canoe Procurement Group of Canada.

Canoe Procurement Group of Canada is one of the largest public sector buying groups in the country and combines the purchasing power of over 5,000 public and not-for-profit organizations throughout Canada.

Canoe provides competitively priced and sustainable co-operative business services for Ontario municipalities and the broader public sector. All offerings have undergone a formal competitive bid process, ensuring compliance with purchasing by-laws and trade agreements. Administration has determined that sourcing the current procurement through this method is an effective and efficient utilization of resources and follows the appropriate by-laws and agreements.

The pricing received for the required backhoe unit has come in over the estimated budget. Over the last few years, the pricing and delivery dates for all large size equipment has become unpredictable and quickly changing. Supply chain issues, as well as global exchange rates, are just a few of the contributing factors. Due to these issues, the cost of heavy equipment continues to increase at a higher-than-expected rate.

Brandt Tractor Ltd. currently has an available unit in stock and the Town could take delivery without having to experience the long delays that we have seen in recent years.

The quote submitted by Brandt Tractor Ltd. has been reviewed and fulfills the needs of the PWT Division; further, as it is a John Deere model, like the one used by the Water Division, this would allow for the sharing of attachments. Creating an inventory of equipment amongst all Departments that can be shared has been a desired initiative for some time and this purchase will be a big step in that direction. This streamlined approach not only saves money by eliminating the need for the purchase of several similar attachments of varying brands, but it also allows seamless cross use and operator training in the PWT Division.

Administration recommends that the Town proceed with the award of the John Deere 320p Backhoe with a total price of \$203,550 inclusive of outfitting costs plus non-rebatable HST.

Consultations

Financial Services
Local Authority Services (LAS), AMO Business Services

Financial Implications

Item	Cost
John Deere 320p Backhoe	\$200,550
Outfitting	\$3,000
HST non-rebated (1.76%)	\$3,560
Total	\$207,110
Approved Allocation in 2024	\$178,080
Allocation Deficit	\$29,030

The purchase of the Backhoe will be funded from the Town's Fleet Lifecycle Reserve. The submitted costs are above the previously estimated and approved allocation.

It is expected that through the disposal of the current backhoe unit that most, if not all, of this deficit will be offset through the auction proceeds.

Administration recommends the allocation deficit be funded through the Fleet Lifecycle Reserve. Given the pricing received and in reviewing the purchasing landscape an increase to the annual Lifecycle Fleet requirement will be considered during the annual budget process.

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:

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
None	None



The Corporation of the Town of Tecumseh

Public Works & Engineering Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Engineering Services

Date to Council: September 10, 2024

Report Number: PWES-2024-48

Subject: Housing-Enabling Water Systems Fund (HEWSF)
Tecumseh Hamlet Northwest Trunk Water and Wastewater
Infrastructure Project Contribution Agreement

Recommendations

It is recommended:

That report PWES-2024-48, Housing-Enabling Water Systems Fund (HEWSF) Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project, Contribution Agreement, **be received**;

And that the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project **be approved** with funding allocations reflecting a total project budget of \$20,714,625, with a \$4,142,925 increase to the original allocation as follows:

- Watermain Reserve Fund – increase from \$2,054,300 to \$2,567,875
- Wastewater Sewers Reserve Fund – increase from \$14,517,400 to \$18,146,750

And further that a by-law **be prepared** to authorize the Mayor and Clerk to sign the Contribution Agreement for the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project between His Majesty the King in right of Canada, as represented by the Ministry of Infrastructure (“Province”) and The Corporation of the Town of Tecumseh (“Town”), in a form satisfactory to the Town’s Solicitor, financial content satisfactory to the Town’s Chief Financial Officer and technical content satisfactory to the Town’s Engineer.

Background

The Housing-Enabling Water Systems Fund (HEWSF) is a competitive funding program for projects that improve and construct core water infrastructure across Ontario that will support new housing. In Ontario's 2023 Fall Economic Statement (FES), Ontario announced the HESWF, which invests a total of \$200 million over three years towards the repair, rehabilitation, and expansion of core water, wastewater, and stormwater infrastructure to promote growth and enable new housing development.

Eligible infrastructure projects under the HEWSF must meet the following objectives:

- Enable growth and new housing opportunities;
- Increase access to potable water; and
- Increase treatment and/or management of wastewater and stormwater.

Additionally, projects must include the rehabilitation/repair, reconstruction or expansion of any of the following eligible asset types:

- Wastewater (i.e., lagoon systems, pump stations, lift stations, linear assets, treatment plants, storage tanks, collection systems, private hook ups)
- Drinking water (i.e., treatment plants, reservoirs, local pipes including the distribution system watermain and the municipal portion of service lines, pump stations)
- Stormwater (i.e., management facilities, linear assets including conveyance piping/ditches/culverts).

Eligible applicants include all municipalities that own water, wastewater, and stormwater infrastructure and can nominate one project **provincially funded up to 73%**, up to a maximum \$35 million, with the municipality required to fund the remaining 27% of eligible project costs.

At the March 26, 2024 Regular Council Meeting, Council authorized Administration, under report [PWES-2024-17](#), to submit an application for funding under the Housing Enabling Water Systems Fund for a future commitment for the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project (Motion: RCM-73/24). The Town's application was submitted on April 17, 2024.

Comments

The Town received notice, dated July 31, 2024, from the Honourable Kinga Surma, Minister of Infrastructure, congratulating the Town of Tecumseh on receiving funding approval in the amount of **\$15,121,676**, in principle, for the Town's application for the HEWSF.

A contribution agreement must be executed between His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure and The Corporation of the Town of Tecumseh, regarding the funding received for the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project. As per the HEWSF program guidelines, costs incurred after April 1, 2023, will be eligible for provincial funding in accordance with the conditions of the grant.

A contribution agreement will be prepared by the Ministry and reviewed by Administration and the Town's Solicitor. The contribution agreement will be finalized following evidence that Tecumseh Town Council has approved the execution of the agreement, and that the Town provides evidence that all project funding other than federal contribution has been secured (via Council Resolution).

The final contribution agreement will be brought to Council for approval and execution by means of a future by-law.

Consultations

Development Services

Financial Services

Legislative Services & Clerk

Financial Implications

The infrastructure work that will be completed under the HEWSF are depicted on the project location map provided as Attachment 1. Phases 1 and 2 of the "Tecumseh Hamlet Secondary Planning Area Northwest Water and Wastewater Infrastructure Project" are further detailed in the following sections:

A) Phase 1 – Construction of Trunk Water and Wastewater Infrastructure from County Road 22 (CR22) to Intersection Road (\$17.5M)

This section provides the necessary water and wastewater infrastructure for landowners to start subdivision site servicing for Areas 1A & 1B within the Tecumseh Hamlet Secondary Plan (see Attachment 1). It will facilitate the

development of 2,181 residential units and unlock 437,000 ft² of commercial floor space.

B) Phase 2 – Construction of Water and Wastewater Infrastructure on Intersection Road (\$3.2M)

This section involves the installation of water and wastewater infrastructure on Intersection Road. This section provides a component of the infrastructure needed to facilitate development in a portion of the Manning Road Secondary Planning Area, as well as the easterly portion of the Tecumseh Hamlet Secondary Planning Area south of the CP Rail adjacent to Manning Road (Area 3 on Attachment 1). Phase 2 enables the development of 786 residential units. The wastewater component is also supported as part of the Town’s Sanitary Sewer Model Recalibration and Update, presented to Council at its February 27, 2024 SCM, as it contributes to a reduction in the hydraulic grade line within the existing settlement area. This results in an overall reduction in the risk of basement flooding.

Council previously approved an allocation of \$16,571,700 for the Tecumseh Hamlet Northwest Trunk Water and Wastewater Infrastructure Project as part of the PWES 2024-2028 Capital Works Plan (see report [PWES-2024-07](#)). The Ministry applies a 25% contingency on all eligible costs submitted under the HEWSF application. Accordingly, this 25% contingency has been applied to the original allocated budget of \$16,571,700 in order to reflect the upset limits of the totals that will be eligible for Provincial funding under the HEWSF.

With the approval of the Town’s HEWSF application, the following financial implications are depicted in the summary and tables below:

Total Project Costs:	\$20,714,625
Provincial Funding (73%):	\$15,121,676
Town of Tecumseh (27%):	\$ 5,592,949

Table 1: Summary of Project Costs

Infrastructure	Tec Hamlet NW W&WW Phase 1	Tec Hamlet NW W&WW Phase 2	Sub-total	HESWF (73%)	Town (27%)
Watermain	\$1,925,125	\$642,750	\$2,567,875	\$1,874,549	\$693,326
Wastewater Sewers	\$15,575,875	\$2,570,875	\$18,146,750	\$13,247,128	\$4,899,623
Totals	\$17,501,000	\$3,213,625	\$20,714,625	\$15,121,676	\$5,592,949

Table 2: Impacts to Reserve Funds

Reserve Fund	Town Costs (27%)	Landowner Recoveries	DC Recoveries	Ultimate Impact to the Reserve Fund
Watermain RF	\$693,326	\$0*	\$0**	\$693,326
Wastewater Sewers RF	\$4,899,623	\$0	\$2,802,166***	\$2,097,457
Totals	\$5,592,949	\$0	\$2,802,166	\$2,790,783

*Although Section E(1)(a) of Appendix E: Local Service Policy from the 2024 Development Charges Background Study, requires the landowner to pay for the watermain internal to development that do not exceed 300mm, the new 300mm trunk from CR22 to Intersection Road will serve as a transmission main. Direct connections into this main will not be afforded to developments. Instead, local watermain will be required and associated costs will be the responsibility of the developer.

** From the 2024 Development Charges Background Study and associated By-law: 0% of Watermain W-1 is DC Eligible

*** From the 2024 Development Charges Background Study and associated By-law: 63% of Wastewater Sewer WW-1 is DC Eligible [$\$15,575,875 \times 0.27 \times 0.63 = \$2,649,456$] and 22% of Wastewater Sewer WW-2 is DC Eligible [$\$2,570,875 \times 0.27 \times 0.22 = \$152,710$]. Total DC Recoveries for Wastewater: $\$2,649,456 + \$152,710 = \$2,802,166$

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:

Shane McVitty, P.Eng.
Development Engineer

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Development Services

Reviewed by:

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

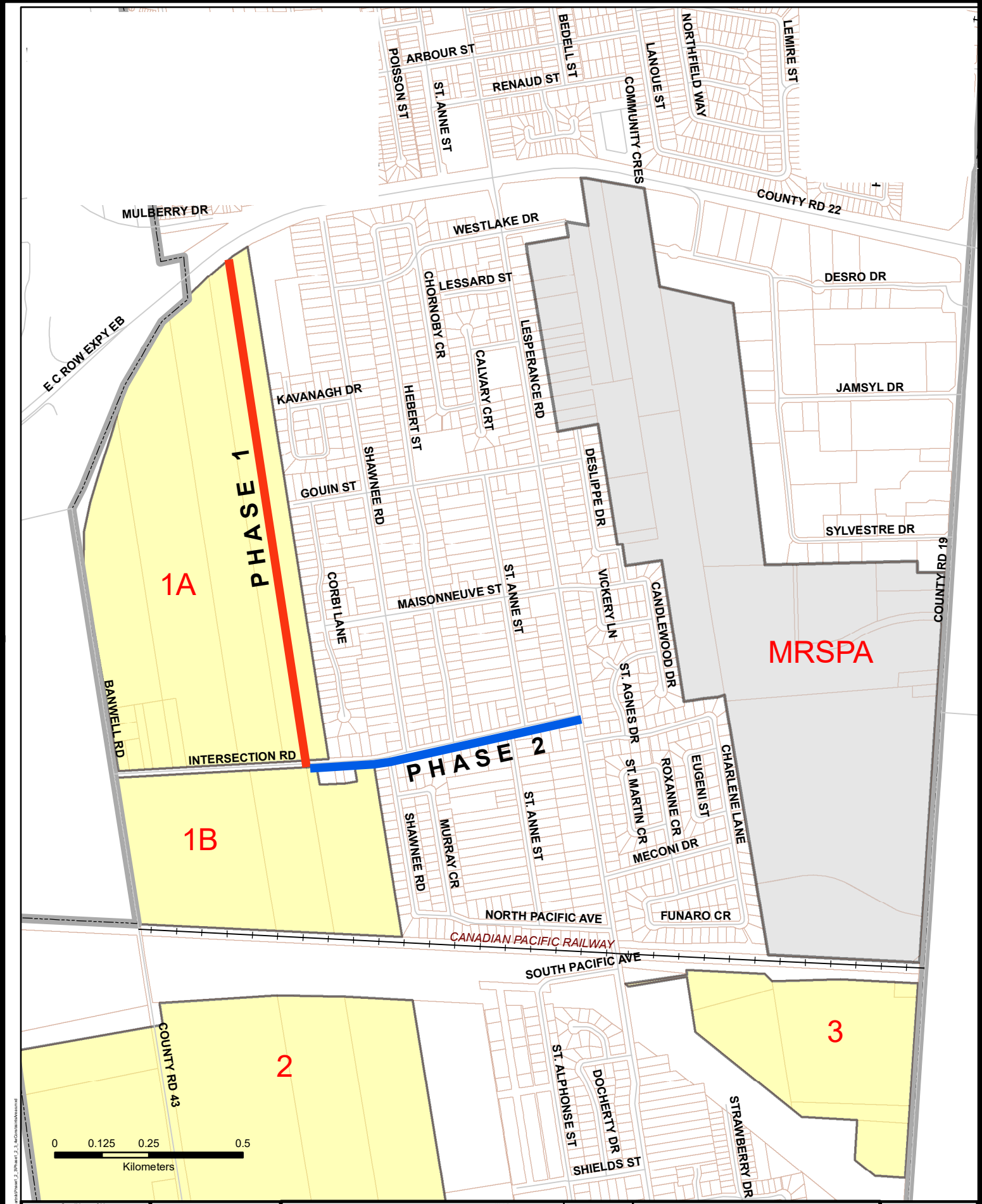
Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	HEWSF Tecumseh Hamlet Trunk Water and Trunk Wastewater Map



Conditions of Use
 The information within this map is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Corporation of the Town assumes no liability for any alleged or actual, incidental or consequential damages resulting from the furnishing, performance or use of this map.



TOWN OF Tecumseh
 ONTARIO - CANADA

Work Done:
 Author: HJK
 Date: 2024-03-18
 Scale: Map Scale Bar

Tecumseh Hamlet W & WW
PROPOSED PHASING

PROJECT No.
 SHEET No. 1

The Corporation of the Town of Tecumseh

By-Law Number 2024 - 074

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.

(Planning File: D19 AMICO – Excess Soil Fill Site & Future Passive Municipal Recreational Area - Northeast Corner of South Talbot Road/ Howard Ave. Intersection)

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

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 85-18;

And whereas this By-law conforms to the Town of Tecumseh Official Plan, as amended;

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

1. That Schedule "A", Map 10 to By-law 85-18, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Agricultural Zone (A)" to "Agricultural Zone (A-42)".
2. That By-law 85-18, Section 15, Agricultural Zone (A) Regulations, as amended, is hereby further amended by the addition of a new subsection 15.3.42 to immediately follow subsection 15.3.41 and to read as follows:

"15.3.42 Defined Area A-42 as shown on Schedule "A", Map 10 of this By-law.

a) Permitted Uses

- i) an excess soil reuse site in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management;
- ii) a naturalized, passive municipal recreational area;
- iii) accessory uses.

b) Permitted Building and Structures

- i) Buildings and structures for the uses permitted in subsection 15.3.42 a);
- ii) Accessory buildings and structures for the uses permitted in subsection 15.3.42 a).

c) Zone Provisions

All lot and building requirements shall be in accordance with subsections 15.1.3 to 15.1.10, inclusive of this By-law.”

3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

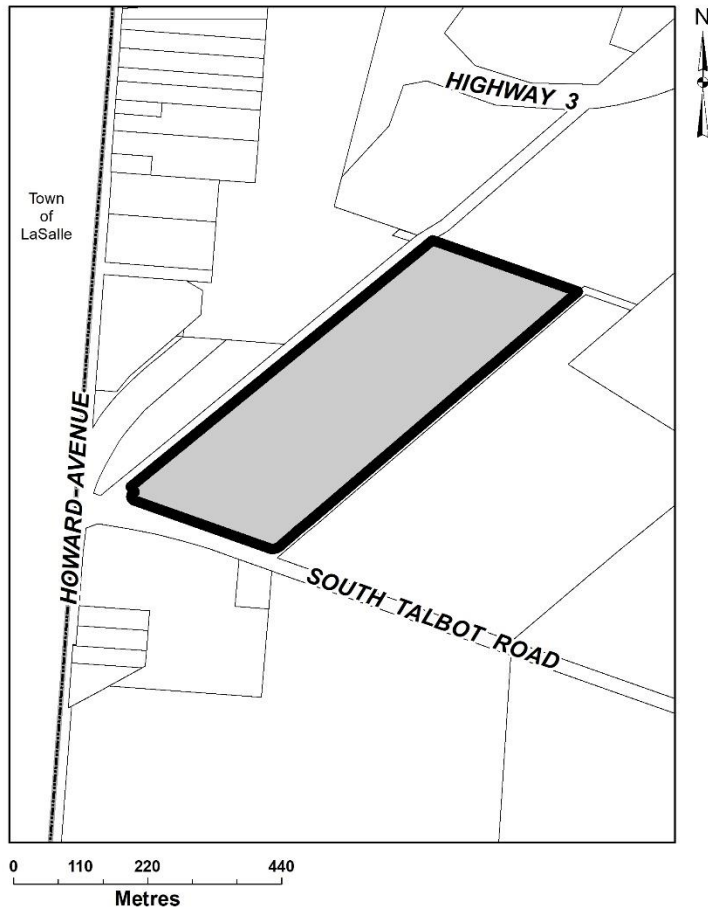
Read a first and second time this 10th day of September, 2024.


Read a third time and finally passed this _____ day of _____, 20__.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services & Clerk

SCHEDULE "A"
NORTHEAST CORNER OF SOUTH TALBOT RD./HOWARD AVE. INTERSECTION
TOWN OF TECUMSEH



 Change from "A" to "A-42"

This is Schedule "A" to By-law No. 2024-074

Read a first and second time this 10th day of September, 2024.

Read a third time and finally passed this ____ day of _____, 20__.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2024 - 075

Being a By-law to designate as a site plan control area, the entire area covered by the Town of Tecumseh Official Plan.

(Town-Wide Site Plan Control Designating By-law)

Whereas authority is granted under Section 41 of the *Planning Act, R.S.O. 1990*, and amendments thereto, to the Council of the Corporation of the Town of Tecumseh to pass this By-law;

And Whereas the Town of Tecumseh Official Plan establishes that the Town of Tecumseh in its entirety is designated as a proposed site plan control area pursuant to Section 41(2) of the *Planning Act R.S.O. 1990*;

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

1. **That** all lands in the Town of Tecumseh are hereby designated as a site plan control area pursuant to Section 41 of the *Planning Act R.S.O. 1990*, and amendments thereto.
2. **That** notwithstanding subparagraph 1 of this By-law, the following shall be subject to site plan control:
 - i. All residential developments with greater than 10 residential units on a parcel of land;
 - ii. All commercial, industrial, recreational or institutional developments, excluding the placement of a portable classroom on a school site of a district school board if the school site was in existence on January 1, 2007;
 - iii. All mushroom operations, greenhouse operations and cannabis greenhouse operations; and
 - iv. All excess soil reuse sites in accordance with Ontario Regulation 406/19: Onsite and Excess Soil Management.
3. **That** By-law 2022-103 be repealed.

Read a first, second, third time and finally passed this 10th day of September, 2024.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services/
Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2024-076

Being a by-law to authorize the execution of an Agreement with Amico Infrastructures and the Town for the Temporary Reuse Site and Permanent Naturalized Municipal Park

Whereas Amico Infrastructures Inc. (Owners) own certain lands situated within the corporate limits of the of the Town of Tecumseh (Municipality), said lands being the more or less a 36 acre property located at the intersection of South Talbot Road and Howard Avenue but as more particularly described herein;

And whereas the Owners have an existing Fill Permit in respect of the site that is at or near capacity such that the Owners intend to make an application for a new Fill Permit to be issued by the Municipality in respect of the site so as to allow the site to continue to be used for the temporary importation of excess soils; and that the Owners acknowledge and agree that such application for a new Fill Permit will be subject to the terms and conditions of a Memorandum of Understanding Agreement (Agreement) attached hereto and forming part of this By-law;

And whereas in accordance with the terms and conditions of the Agreement, the Owners intend to convey the site to the Municipality for future municipal parkland purposes with such conveyances to be in such a manner and upon such terms and conditions as or to be specified in this Agreement with the Municipality and/or as more detailed in a Site Plan Control Agreement to be prepared for this Site;

And whereas Council is desirous to enter into an Agreement with Amico Infrastructures Inc for the Temporary Reuse Site and Permanent Naturalized Municipal Park;

And whereas pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law.

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

1. **That** the Mayor and the Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute an Memorandum of Understanding (Agreement) with the AMICO Infrastructures Inc dated the 10th day of September, 2024, 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 Agreement.
2. **That** this by-law shall come into full force and take effect on the date on the third and final reading thereof.

Read a first, second, third time and finally passed this 10th day of September, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

Memorandum of Understanding

Between Amico Infrastructures Inc. (“**Owner(s)**”) and

The Corporation of the Town of Tecumseh (“**Municipality**”)

regarding Temporary Reuse Site and Permanent Naturalized Municipal Park

July 5, 2024

RECITALS

Whereas the Owners own certain lands situated within the corporate limits of the Municipality, said lands being the more or less 36-acre property located at the intersection of South Talbot Road and Howard Avenue in the Town of Tecumseh and legally described as Part S ½ Lot 305, Concession STR Sandwich East and as more particularly described in Schedule "A" hereto (the "**Site**");

And Whereas the Owners have an existing Fill Permit in respect of the Site that is at or near capacity such that the Owners intend to make application for a new Fill Permit to be issued by the Municipality in respect of the Site so as to allow the Site to continue to be used for the temporary importation of excess soils and that the Owners acknowledge and agree that such application and the temporary exportation of excess soils thereof under the new permit shall be subject to the terms and conditions of this Agreement;

And Whereas the Owners intend to make application for a Zoning By-law Amendment (“**ZBA**”) to allow for the use of the site as a temporary “reuse site” in accordance with Ontario Regulation 406/19 : On-Site and Excess Soil Management and for the future use and development of the Site for permanent naturalized municipal park purposes. The Owners acknowledge and agree this Agreement is expressly made conditional upon such ZBA application and its approval shall be made subject to the terms and conditions of this Agreement governing the use and development of the Site which will eventually be supplemented by a Site Plan Control Agreement which requires the approval of the Municipality;

And Whereas, in accordance with the terms and conditions of this Agreement, the Owners intend to convey the site to the Municipality for future municipal parkland purposes with such conveyance(s) to be in such manner and upon such terms and conditions as or to be specified in this Agreement with the Municipality and as more detailed in the Site Plan Control Agreement to be prepared for this Site;

And Whereas the Owner covenants and agrees to use and develop the Site in accordance with this Agreement and the Site Plan Agreement once such Site Plan Control Agreement is prepared and is in effect;

And Whereas the proposed use and development of the Site shall be otherwise in accordance with the Official Plan and Zoning By-Law of the Municipality and a Site Plan Agreement pertaining to the Site’s development into municipal naturalized parkland;

And Whereas the Municipality and the Owner are therefore desirous of entering into a binding Memorandum of Understanding (“**MOU**”) outlining the matters agreed to as of the date hereof and the matters, terms, and conditions still to be discussed and formalized regarding the Site, its proposed use as a temporary reuse site and its development and use as a permanent naturalized municipal park.

Now Therefore this Agreement Witnesseth that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

1. Prior to New Fill Permit: Zoning By-law Amendment Application (“ZBA”)

- a. The parties agree that upon the execution of this MOU the Owner at its expense will forthwith make application to rezone the Site to an Agricultural Defined Area that in addition to the current permitted uses will permit the Site’s temporary use as a re-use site in accordance with Ontario Regulation 406/19 : Onsite and Excess Soil Management, and which would also allow the placement of excess soils at the Site to be in such a form and manner such that both prior to and upon completion of the new Fill Permit would also allow for the use of all or a part of the Site as a municipal naturalized, low maintenance park.
- b. The Owner agrees to provide as part of the ZBA application process a detailed Site Plan depicting the final design of the Site. The Site Plan and the Fill Management Plan will form part of the Site Plan Control Agreement. The Site Plan must be in accordance with the Fill Management Plan. Both parties agree that the proposed By-law authorizing the zoning amendment will first be proposed to Council for provisional passage (two readings) with the By-law to be brought back for proposed third and final reading only upon the completion and execution between the parties of the Site Plan Control Agreement which agreement shall specify the binding and enforceable terms and conditions and rights and obligations of each of the Owner and the Municipality and which agreement shall be registered against the land to which it applies, and providing the municipality the ability to enforce the agreement against present and future owners.

2. Application for a New Fill Permit for the Site

- a. Upon the Zoning By-law amendment (application) final approval and execution of a Site Plan Control Agreement the Owner will forthwith make application for and be issued a new Fill Permit (to supersede or replace the existing Permit) for the proposed importation of excess soil to the Site during the period of time from on or about the date of Zoning By-law Amendment final Approval and continuing for a period of up to Ten (10) years (subject to such conditions or limits that may be imposed by the

New Fill Permit or such amended time periods mutually agreed upon as the case may be) hereinafter the “New Fill Permit Period”.

3. Site Plan Control Agreement: Temporary Reuse Site and Transition to Naturalized Park Land

- a. The parties shall enter into a Site Plan Control Agreement (the “**Agreement**”) between the Owner and the Municipality specifying the rights and obligations of each of the Owner and the Municipality relating to the use of the Site as a temporary re-use site and the phasing and progression from a re-use site to a naturalized park . Such Site Plan Control Agreement may be registered against the land to which it applies, and the municipality may enforce the agreement against present and future owners.
- b. The execution of the Site Plan Control Agreement shall be made an express condition of the Zoning By-law Application final approval.
- c. Unless agreed to otherwise in writing the failure to enter into the Site Plan Control Agreement within 180 days after the date of the Zoning By-law Application shall result in this MOU and any of the obligations arising therefrom to become immediately null and void without either party hereto being entitled to costs and damages associated therein.
- d. The Site Plan Control Agreement will provide sufficient detail as to the proposed volumes, heights, and placement distributions of excess soils over the Site during the applicable time period(s).
- e. The Site Plan Control Agreement will restrict the placement of fill to materials generated by construction projects managed by the Owner and/or the Town of Tecumseh, and will reference the terms and conditions to be adhered to and will require the placement of any Fill on the Site to be suitable for reuse as a naturalized municipal park in accordance and compliance with the Fill Management Plan, the Excess Soils management regulations and any other MECP requirements.
- f. The Municipality’s use of the Site under the Agreement as relating to the placement of fill will be limited to not more than 10%, at an agreed upon cost, of the permit volume specified for approved fill from municipal construction projects.
- g. The Agreement will require the following:
 - i. A Fill Management Plan for the proposed importation of excess soils and proposed soil management activities during the applied period of time that will be carried out in accordance and compliance with the Site Plan Control Agreement, Ministry of the Environment, Conservation and Parks (“**MECP**”) requirements (and in particular

the MECP document entitled “Rules for Soil Management and Excess Soil Quality Standards, December 21, 2020 and also in accordance with Ontario Regulation 406/19 : Onsite and Excess Soil Management.

- ii. The Fill Management Plan and application for a new Fill permit shall be accompanied by such Lab results or such related and further records and assurances as may be required by the Municipality as prepared by the Qualified Person (QP) to satisfy that the soil imported to the site to date pursuant to the existing Fill Permit has not introduced any new contaminants to the Site (being those contaminants of concern listed in the MOECC Soil and ground water and Sediment Standards for use under Part XV.1 of the E.P.A., 2011).

As a condition of the Agreement the Owner shall agree to covenant, represent, and warrant and provide such further records and assurances as may be required by the Municipality to satisfy that:

- i. the soil imported to the site to date pursuant to the existing Fill Permit has not introduced any new contaminants to the Site (being those contaminants of concern listed in the MOECC Soil and ground water and Sediment Standards for use under Part XV.1 of the E.P.A., 2011).
 - ii. the fill imported to the site pursuant to the existing Fill permit is in ongoing compliance with standards set out in O. reg. 406/19 and O. Reg. 153/04 as amended, for the current property use.
- h. As a further condition of the Agreement, the Owner, during the New Fill Permit Period, shall covenant, represent, and provide a warranty acknowledging that it has not and will not engage in activities on the Site which may result in:
- i. Adverse erosion and environmental impacts on and off-site;
 - ii. Blockage of a swale, ditch, or watercourse;
 - iii. Siltation in a watercourse, wetland, or storm sewer;
 - iv. Transportation of silt to adjacent, neighbouring, or downstream properties;
 - v. Pollution of a watercourse;
 - vi. Flooding or ponding on adjacent lands;
 - vii. Flooding or ponding caused by a watercourse overflowing its banks;
 - viii. Hindering the orderly development of any lands;

- ix. Detrimental effect on any trees of a caliper of 75mm dbh or more located on the lands unless approved by the municipality;
 - x. Detrimental effect on matters of inherent biological sensitivity such as, but not limited to aquifer recharge, soil permeability, water quality, and wildlife habitat;
 - xi. Unauthorized injury or destruction of trees, which in the opinion of the Municipality could reasonably be avoided or which are trees protected under any other applicable by-laws of the Municipality or County;
 - xii. A loss or detrimental effect on the natural environment, including but not restricted to lands designated as environmentally significant, however expressed in Official Plans or Zoning By-laws, including designations of areas as environmentally sensitive, environmental protection, as being of environmental concern and as being ecologically significant;
 - xiii. A detrimental effect to the visual amenities of the land such that it constitutes an unreasonable interference with enjoyment of property;
 - xiv. A detrimental effect on areas of archaeological significance; or
 - xv. Contamination of or the degradation of the environmental quality of land.
- i. The Municipality reserves the right to suspend or terminate the New Fill Permit in the event of the Owner's material default under the Site Plan Control Agreement which default is not remedied in accordance with the timelines and requirements of the Site Plan Control Agreement.
 - j. The Site Plan Control Agreement (the "Agreement") shall further contain the following plans and information, at a minimum:
 - i. A Park Plan prepared by a landscape architect depicting the phasing, progression, and design of the Site from a temporary re-use site for excess soils to a naturalized municipal park. The respective responsibilities and costs of the Owner and the Municipality as relating to the various components of the Park Plan will be detailed in the Site Plan Control Agreement . The Owner agrees that the Site Plan Control Agreement will provide that the Site is to be built in accordance with the approved Park Plan.
 - ii. A Fill Management Plan with Fill volume reporting protocols to the Municipality;
 - iii. Ground Water Monitoring Plan;
 - iv. Storm Water Management Plan;
 - v. Grading Plan ;

- vi. Mud and Dust Control Plan;
 - vii. Sediment and Erosion Control Plan;
 - viii. Approved Haul Route Plan;
 - ix. MTO, ERCA or County Permits (as applicable);
 - x. Complaint Response Protocol;
 - xi. Site Security Plan;
 - xii. Commitment to undertake any *Drainage Act* related requirements/process;
 - xiii. Insurance requirements and indemnities;
 - xiv. Financial Security/Assurance requirements acceptable to the Municipality;
 - xv. Pre-assessment information relating to the quality of the ambient Soil and groundwater on the Receiving Site as well as the existing topography of the Site;
 - xvi. The phasing if applicable, timing, terms and conditions and due diligence relating to the conveyance (s) of the Site from the Owner to the Municipality;
 - xvii. The timing, terms and conditions and respective responsibilities and costs of the use of the Site as a temporary re-use site and the transition/development to use as a naturalized municipal park;
 - xviii. Any other matters not expressly mentioned in this MOU.
- k. The Grading Plan shall be based on an identified legal survey of the Site. The Grading Plan shall be prepared by a qualified person and shall include the following:
- i. a key plan showing the location of the site and a minimum of 30 meters beyond the site;
 - ii. the scale of the drawing in metric;
 - iii. property lines of the Site, including dimensions and the number of hectares of the Site;
 - iv. the location, dimensions, elevations and use of buildings and other structures existing or proposed to be erected on the Site;
 - v. the current and proposed use of the Site as well as the location, dimensions and use of buildings and other structures adjacent to the Site;
 - vi. topographical information including ground contours and natural or constructed drainage features including as applicable constructed drains, ditches, swales, tiles, culverts and providing such

information to ensure that all site run-off is suitably conveyed in accordance with Drainage Act Requirements;

- vii. detailed locations, including dimensions, identifying the proposed locations for the placement of Fill on the lands and the proposed volumes, heights, and distribution areas at those detailed locations for the placement of Fill in accordance with the Park Plan.
- I. The Site Plan Control Agreement shall require that the Owner retain a qualified person to prepare, implement and supervise the Fill Management Plan throughout the New Fill Permit Period.
- m. The Site Plan Control Agreement shall further require that the Owner:
 - i. retain a qualified person to ensure that the operations on the Site are proceeding in accordance with sound engineering and environmental best practices and the approved Site Plan Control Agreement, including all Appendices to such Agreement;
 - ii. retain a qualified person to report in writing on a regular basis that the activity on the Site is in accordance with the approved Site Plan Control Agreement including all Appendices, the Permit, and all By-Laws;
 - iii. require that the activity on the Site is completed by the dates specified in the Site Plan Control Agreement;
 - iv. comply with the applicable Soil, Groundwater, and Sediment Standards for use under Part XV.1 of the EPA and the Management of Excess Soil – A Guide for Best Management Practices, January 2014;
 - v. During the New Fill Permit period, to prepare any plans requested by the Municipality to identify the volume, extent and location of any Fill placed, dumped, cut or removed as part of the activity on the Site and thereafter to engage, prior to any conveyances to the Municipality, an Ontario Land Surveyor to prepare such reasonable plans requested by the Municipality ;
 - vi. provide a security deposit, which shall act as financial Assurance, to be used to remedy any breach of this MOU, any By-laws, the New Fill Permit or the Site Plan Control Agreement, with such security to be drawn on by the Municipality in accordance with the provisions of the Agreement but no sooner than 30 days after the Municipality has provided notice to the Owner that corrections must be made and those corrections have not been made;
 - vii. at its sole discretion, and, without limiting the generality of the foregoing, such security may be used to bring the land to a condition satisfactory to the Municipality and to pay any outstanding amounts that may be owed by the Owner but no sooner than 30

days after the Municipality has provided notice to the Owner that corrections must be made, and those corrections have not been made;

- viii. indemnify the Municipality for any liability, costs, damages, or losses incurred directly or indirectly caused by the issuance of a Fill Permit or arising out of the Site Plan Control Agreement and to provide Insurance, to the satisfaction of the Municipality as may be particularly described in the Site Plan Control Agreement.
- n. The Site Plan Control Agreement will further authorize the Municipality throughout the term of the Agreement to enter on the Site, upon reasonable notice and times for the purpose of carrying out inspections to determine or satisfy itself as to whether or not the following are being complied with: a. any By-laws; b. the New Fill Permit and/or Site Plan Control Agreement, or a condition of the Fill Permit and/ or Site Plan Control Agreement. The Site Plan Control Agreement will further identify what will constitute a default by either party of their obligations and the consequences thereof.
- o. For the purposes of these inspections, it is agreed that the Municipality may:
 - i. require the production for inspection of documents or things relevant to the inspection and/or the Site;
 - ii. inspect and remove documents or things relevant to the inspection and/or the Site for the purpose of making copies or extracts;
 - iii. require information from any Person concerning a matter related to the inspection and/or Site; and
 - iv. alone or in conjunction with a Person possessing special or expert knowledge, make such examinations or take such tests, samples, or photographs that the municipality deems necessary for the purposes of the inspection and/or Site.
- p. All documents and records relevant to such inspections and/or the Site shall be kept in a good and business-like manner for review by the Municipality upon reasonable request.

4. Transition to a permanent Naturalized Municipal Park

a. Conveyances to the Municipality

The Site Plan Control Agreement (the “**Agreement**”) will provide that during the New Fill Permit Period plus a period of 180 days thereafter the Owners cannot legally transfer title to any or all of the Site except otherwise to the Municipality or as permitted by the Municipality in accordance with the Agreement. Upon execution of the Agreement the

Owners shall apply to the Land Registrar to make an entry, pursuant to section 118 of the Land Titles Act, on the title register of such Parcel, as applicable, that no transfer shall be made, or charge created without the approval of the Municipality. The Owners will further acknowledge in the Agreement that any sale, transfer, lease, charge, encumbrance or other dealings by it of any interest it may have in the Site or any portion thereof in contravention of this Agreement will cause irreparable damage and injury to the Municipality that would not be compensable by monetary damages alone and, accordingly, agrees that the Municipality shall, in addition to all other available legal or equitable remedies, be entitled to injunctive relief (without proving any damage sustained by it) against actual or potential breach of any provision in this section of the Agreement or to specific performance.

b. Transitional Conveyances to the Municipality prior to the end of the New Fill Permit Period

- i. The Site Plan Control Agreement (the “**Agreement**”) will describe if and when the Municipality will have an option or options to acquire or have conveyed to it a part or parts of the Site prior to the end of the New Fill Permit Period (the “**Option**” or “**Options**”). The Option (s) if granted under the Agreement will be granted in accordance with both the terms and conditions of the New Fill Permit and the Park Plan and will further describe the detailed locations, including dimensions, identifying the proposed locations to be severed, the reference plan required and legal title to be transferred to the municipality for further transition to a permanent naturalized municipal Park in accordance with the Park Plan.
- ii. If the Municipality exercises its option to acquire any part of the Site prior to the end of the New Fill Permit Period, then the parties shall enter into the conditional Agreement of Purchase and Sale (“**APS**”) within the timelines stated and in substantially the same form and manner to be agreed to and attached as a schedule to the Site Plan Control Agreement. The APS will detail the terms, conditions, and timing of the completion of the APS including the Municipality’s right to perform due diligence due diligence as a condition thereof prior to any conveyance.

c. Due Diligence prior to Conveyances to the Municipality

As will be further detailed both in the Agreement and in the terms of the APS , upon the Municipality’s exercise of the Option or in accordance with section 4(e) at the end of the New Fill permit period the Owners agree as follows which must be completed prior to any conveyance of the Site or a portion thereof:

- i. To obtain an environmental assessment Phase 1 and Phase 2 in respect of the entire site;
- ii. To make application for and to file a Record of Site Condition in respect of the entire site with the MECP;
- iii. to provide a covenant, warranty and representation in the form and manner agreed to in respect of the entire Site (which warranty shall survive the conveyances of the Site or any part of the Site) that the existing Fill Material on the site to date and the continuing and existing Site Conditions are in compliance with this MOU, the Fill Management Plan, the Site Plan Control Agreement and all other applicable laws and regulations;
- iv. To provide an environmental warranty and indemnity (to survive the conveyances of the Site or any part of the Site) and to be in the form and manner agreed to in respect of the Site and its existing or pre-existing environmental conditions and the Owners use and operations on the Site during its ownership thereof being in compliance in all material respects with all applicable Environmental Laws and permits issued pursuant thereto. The Site Plan Control Agreement will specify the length of time that the warranty and indemnity must be in place;
- v. To provide such other covenants, representations and warranties as may be specified in the Site Plan Control Agreement.

Unless the Owner already possesses an up-to-date Phase 1 Environmental Site Assessment of the Site property which is determined to be O.Reg.153/04 compliant, a new Phase One Environmental Site Assessment must be obtained. A Phase 2 Environmental Site Assessment must also be obtained following which an application for a Record of Site Condition (“**RSC**”) is to be filed with the MECP. Both the Owners and the Municipality will have the right to (i) witness such investigations under Phase One and Phase Two and (ii) promptly receive a copy of all results, analyses and reviews and receive copies of all environmental reports prepared together with disclosure of any matter required to be reported or disclosed by applicable Environmental Laws.

d. Environmental Defects

As a result of the Phase II Environmental Assessment the Municipality will notify the Owners on or before 30 days (30) days before the APS Completion Date (the “**Environmental Notice Deadline**”) of (i) the existence of any environmental condition on that part of the Site that is subject to the APS or on any other part of the Site that the Municipality reasonably believes constitutes a violation of Environmental Laws as in effect on the date thereof and/or which the Municipality, acting reasonably, believes substantially reduces or interferes with the operation, value or

future use of the Site as contemplated by the Municipality (“**Environmental Defect**”), and (ii) the estimated cost to remediate or cure such condition

With respect to any Environmental Defect:

- i. the Owners shall have the right, but not the obligation, to undertake such remedial action as may be required by Environmental Law as currently applied to cure by such Environmental Defect by sending written notice of its binding commitment to effectuate such cure and the details and timing of such curative action, and if such commitment is reasonably satisfactory to Municipality, the closing date may if required be extended on a reasonable basis to provide for such curative action; provided that the Owners remain responsible for such remedial action until such time as the Owners have cured such Environmental Defect in accordance with Environmental Laws as currently applied and/or until such time as the Owners acting reasonably are satisfied that they have cured such Environmental Defect such that there is no reduction or interference with the operation, value or use of the Property as contemplated by the Municipality;
- ii. If Municipality and Owners cannot reach mutual agreement on whether an Environmental Defect exists or the Owner does not agree to undertake such remedial action within ten (10) days following the notice of an Environmental Defect then either party upon written notice shall have the option to terminate the APS but subject to the termination and/or Default terms and conditions of the APS and/or the Site Plan Control Agreement, and thereafter the obligations under the APS and the Agreement shall be deemed to be of no further force or effect.

e. Conveyances to the Municipality at the end of the New Fill Permit Period

- i. The New Fill Permit Period shall expire upon the completion of the transfer in whole of the ownership of the Site to the Municipality unless terminated earlier in accordance with the terms of the Site Plan Control Agreement.
- ii. With respect to the conveyance and transfer of the whole or remaining portions of the Site to be conveyed to the Municipality the parties shall enter into the conditional Agreement of Purchase and Sale (“**APS**”) within the timelines stated and in substantially the same form and manner agreed to and attached as a schedule to the Site Plan Control Agreement. The APS will detail the terms, conditions, and timing of the completion of the APS including the

Municipality's right to perform due diligence as a condition thereof prior to any conveyance and/or the closing/completion dates of the subject conveyance.

- iii. Unless the Owner already possesses an up-to-date Phase One and Phase Two Environmental Site Assessment and Record of Site Condition on the Site property which are determined to be O.Reg.153/04 compliant the Owner shall obtain an Environmental Assessment Phase 1 and Phase 2 in respect of the entire site and make application for and to file a Record of Site Condition in respect of the entire site with the MECP in accordance with the timelines specified in the APS.
- iv. Any potential Environmental Defects arising from the Phase One and Phase Two Environmental Site Assessments shall be dealt with in accordance with section d) entitled 'Environmental Defects' of this MOU.
- v. The Owner shall also prior to any conveyance of the Site or a portion thereof:
 - provide a covenant, warranty and representation in the form and manner agreed to in respect of the entire Site (which warranty shall survive the conveyances of the Site or any part of the Site) that the existing Fill Material on the site to date are in compliance with this MOU, the New Fill Permit and Fill Management Plan, the Site Plan Control Agreement and all applicable laws and regulations;
 - provide an environmental warranty and indemnity (to survive the conveyances of the Site or any part of the Site) and to be in the form and manner agreed to in respect of the Site and its existing or pre-existing environmental conditions and the Owners' use and operations on the Site during its ownership thereof being in compliance in all material respects with all applicable Environmental Laws and permits issued pursuant thereto;
 - To provide such other covenants, representations and warranties as may be specified in the Site Plan Control Agreement.

5. Other Provisions:

- a. Any and all plans and works to be conducted under this MOU and the Plans and Agreements contemplated by this MOU shall be completed in accordance with:

- i. Sound engineering practice;
 - ii. The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment, Conservation and Parks, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA); and
 - iii. Such criteria as may be specified or approved by Council of the Municipality.
- b. The Parties hereto agree that the covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 - c. Each of the Parties further covenants and agrees that they and their respective heirs, successors, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.
 - d. This MOU Agreement may be registered against the land to which it applies, and the municipality may enforce the agreement against present and future owners.
 - e. This Agreement and all other Agreements, security, and documents to be delivered in connection with this Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.
 - f. This Agreement is not assignable by the Owner prior to completion of the works without the consent of the Municipality.
 - g. 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.
 - h. 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:

- i. prepared this agreement or any part of it; or
 - ii. seeks to rely on this agreement or any part of it.
- i. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:
- i. having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to do so; and
 - ii. that he or she or it understands the terms, and his or her rights and obligations, under this Agreement. **IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

}
 }
 } **The Corporation of the Town of**
 } **Tecumseh**
 }
 } Per: _____
 } Gary McNamara – Mayor
 }
 } Per: _____
 } Robert Auger - Clerk
 } We have authority to bind the Municipality
 }
 }
 } **Amico Infrastructures Inc.**
 }
 } Per: _____
 } Dwayne Dawson,
 } District Manager Amico
 } Infrastructure
 } I have authority to bind the corporation

Schedule “A”

The Site

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 with revisions to the Property Standards by-law.

07/24	May 13, 2024	RCM 122/24	Tecumseh Transit Route	Administration prepare a report to determine the feasibility and cost of extending the public transit route to include Ward 4 along Lesperance Road up to County Road 42 in Ward 5.	DS	To be addressed after the adoption of the Tecumseh Hamlet Secondary Plan
08/24	June 25, 2024	RCM 155/24	Trailers in Traffic By-law	Administration to review the Traffic By-law and recommend by-law amendments for defining the types and uses of trailers and vehicles and on street parking in residential areas.	LCS	In consultation with CS
09/24	June 25, 2024	RCM156/24	Cada Library Parking	Administration in consultation with Library staff take steps to better identify a certain number of designated parking spots for Library staff and patrons only; and Administration to review the current Traffic By-Law 2001-36 pertaining to enforceability for designated parking spots	CRS/LCS/CS	Administrative report to Council on July 23, 2024 with proposed amendments to the Traffic by-law.

The Corporation of the Town of Tecumseh

By-Law Number 2024-077

Being a by-law to confirm the proceedings of the September 10, 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 September 10, 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 September 10, 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 10th day of September, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk