

Regular Council Meeting Agenda

Date:Tuesday, September 24, 2024, 7:00 pmLocation:Tecumseh Town Hall - Council Chambers917 Lesperance RoadTecumseh, Ontario N8N 1W9

Pages

- A. Roll Call
- B. Order
- C. Report Out of Closed Meeting
- D. Moment of Silence
- E. National Anthem
- F. Land Acknowledgement

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

- G. Disclosure of Pecuniary Interest
- H. Minutes

		Recom	mendation			
		Moved	by			
	Seconded by					
			e September 10, 2024 minutes of the Regular Council Meeting, as elivered to the members, be adopted .			
I.	Supplementary Agenda Adoption					
	Recommendation					
	Moved by					
	That report	the supplet t CRS-20	ementary items added to the Regular Meeting agenda regarding 24-22 Amendment to the Community and Recreation Services r Capital Works Plan, Arena Restoration, be approved.			
J.	Cons	ent Agen	da Items			
K.	Deleg	ations				
	1.	Busines	ss Improvement Area Operating Budget for 2024			
		Re: Leo Manage	Demarce, Chair, and Laura Carcelen, Vice Chair, BIA Board of ement			
		a.	FS-2024-17 Business Improvement Area Proposed Budget	20 - 25		
			Recommendation			
			Moved by			
			Seconded by			
			That Council Report FS-2024-17 2024 Business Improvement			
			Area Proposed Budget be received ;			

And that the 2024 Business Improvement Area (BIA) Proposed Budget, as reported to Council at the September 10, 2024 Regular Council Meeting by the BIA Chair requiring a levy of \$235,000, and as included within this report as Attachment 1, be approved;

And further that By-law 2024-079 be considered for first, second, third and final readings to authorize the Mayor and Clerk to approve By-law 2024-079 to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2024.

L. Communications

- 1. For Information:
 - a. Baseball Canada dated September 5, 2024

Re: Thank you Letter - Hosting Men's Baseball Championship

26 - 26

Recommendation
Moved by
Seconded by
That Communications - For Information 1 as listed on the
Tuesday, September 24, 2024 Regular Council Agenda, be
received.

- 2. For Action:
 - a. Congress for New Urbanism 2025 Conference

Re: Approval for Council Member to attend Conference

View <u>here</u> for conference details

Recommendation

Moved by _____

Seconded by _____

That the Mayor and Members of Council be authorized to attend the Congress for New Urbanism 2025 Conference held June 11 to 14, 2025, in accordance with the Town's Professional Development Policy and subject to funding in the 2025 Budget.

M. Update from County Council and Boards

N. Committee Minutes

 Town of Tecumseh Business Improvement Area Minutes - September 27 - 35 17, 2024 and August 20, 2024

Recommendation

Moved by _____

Seconded by _____

That the September 17, 2024 and August 20, 2024 minutes of the BIA Board of Management Meetings as were delivered to the members, **be** accepted;

And that Heba AI Faouri's application to join the Board **be endorsed** for appointment by the Town;

And further that By-Law 2024-081 be considered for first, second, third and final readings.

О. Reports

1. Chief Administrative Officer - People & Culture

CAO-2024-07 Strategic Priorities 2023 Report Out a.

Recommendation
Moved by
Seconded by
That Report CAO-2024-07, entitled "Strategic Priorities 2023
Report Out", be received .

- 2. **Community & Recreation Services**
 - 42 51 CRS-2024-22 Amendment to the Community and Recreation a. Services One Year Capital Works Plan - Arena Restoration

36 - 41

Supplementary Item

Recommendation

Moved by

Seconded by

That Report CRS-2024-22 Amendment to the Community & Recreation Services 2024 One (1) Year Capital Works Plan -Arena Restoration, be received;

And that the proposed work of the Arena's exterior building envelope as described in Report CRS-2024-22 be added to the Community and Recreation Services 2024 One (1) Year Capital Works Plan, Arena Restoration Project;

And further that the Arena Restoration Project budget be increased by up to \$338,000 (before HST) and be funded from the Infrastructure Reserve as outlined in Report CRS-2024-22;

And furthermore, that the awarding for the interior and exterior work as described in Report CRS-2024-22, be authorized to proceed as a single source negotiation;

And furthermore, that an upset limit of \$138,000 for completion of the interior work and an upset limit of \$200,000 for completion of the exterior work **be added** to the original tender award of \$2,541,618 (before HST) to TCI Titan Contracting Inc for a revised award total of \$2,879,618.

3. Public Works & Engineering Services

Recommendation Moved by Seconded by That Report PWES-2024-49 Boulevard Maintenance By-Law be received: And that Attachment 1 of Report PWES-2024-49 outlining the proposed updates to the boulevard maintenance be approved; And further that Boulevard Maintenance By-Law 2024-078 be considered for first, second, third and final readings; And furthermore, that By-Law 2016-05 Boulevard Maintenance be repealed. 4. **Technology & Client Services** 57 - 76 a. TCS-2024-04 Regional IT Mutual Aid Agreement Recommendation Moved by Seconded by That Report TCS-2024-04 entitled "Regional IT Mutual Aid Agreement" be received; And that By-Law 2024-080 be considered for the first, second, third and final reading to authorize the Mayor and Clerk to execute the Regional IT Mutual Aid Agreement. **By-Laws** 77 - 87 1. By-Law 2024-078 Boulevard Maintenance Being a by-law to regulate the maintenance, occupancy, use of, and other matters pertaining to boulevards under the jurisdiction of the Town of Tecumseh. 88 - 89 2. By-Law 2024-079 BIA Tax Rate for 2024 Being a by-law to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2024.

Ρ.

	3.	By-Law 2024-080 Regional I	T Mutual Aid Agreemen
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Being a by-law to authorize the execution of an Agreement between City of Windsor and the County of Essex and all municipalities in the County of Essex for an Emergency Mutual Aid Assistance with Information Technology Services

4. By-Law 2024-081 BIA Board Appointment

Being a by-law to amend By-Law 2023-015 to appoint directors to the Board of Management for the Business Improvement Area for the term of Council 2022-2026.

	tion	
Be given first	and second reading.	
	tion	
Be given third	and final reading.	
Unfinished Business		
1. September 24	, 2024	
New Business		
Motions		

1. Confirmatory By-Law 2024-082

Recommendation

Moved by _____

Seconded by ____

That By-Law 2024-082 being a by-law to confirm the proceedings of the Tuesday, September 24, 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

Q.

R.

S.

106 - 107

108 - 109

110 - 111

U. Next Meeting

Tuesday October 8, 2024

4:00 pm Policies & Priorities Committee Meeting

5:30 pm Public Council Meeting - Petretta MRSPA Lands

7:00 pm Regular Council Meeting

V. Adjournment

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, September 24, 2024 meeting of the Regular Council **be adjourned** at pm.

Regular Meeting of Council

Minutes

Date: Tuesday, September 10, 2024 Time: 7:00 pm Location: Tecumseh Town Hall - Council Chambers 917 Lesperance Road Tecumseh, Ontario N8N 1W9

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

Also Present:

Chief Administrative Officer, Margaret Misek-Evans Director Legislative Services & Clerk, Robert Auger Director Public Works & Engineering Services, Phil Bartnik Director Community Safety & Fire Chief, Wade Bondy Director People & Culture, Michelle Drouillard Director Technology & Client Services, Shaun Fuerth Director Community & Recreation Services, Beth Gignac Director Financial Services & Chief Financial Officer, Tom Kitsos Deputy Clerk & Manager Legislative Services, Jennifer Alexander Manager Planning Services & Local Economic Development, Chad Jeffery

A. Roll Call

B. Order

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

C. Report Out of Closed Meeting

A closed meeting of Council was held at 6:00 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, Lenni Lenape and allied Nations to peacefully share and care for the resources around the Great Lakes. Specifically, we would like to acknowledge the presence of the Three Fires Confederacy Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

G. Disclosure of Pecuniary Interest

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

H. Minutes

- 1. Regular Council Meeting August 13, 2024
- 2. Public Council Meeting August 13, 2024, AMICO Excess Soil Site
- 3. Special Council Meeting August 13, 2024 Tecumseh Hamlet Secondary Plan

Motion: RCM - 202/24

Moved by Councillor Alicia Higgison Seconded by Councillor Tania Jobin

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**.

Carried

I. Supplementary Agenda Adoption

Motion: RCM - 203/24

Moved by Councillor Tania Jobin Seconded by Councillor Alicia Higgison

That the supplementary items added to the Regular Meeting agenda regarding the 2025 Pre Budget Council Consultation presentation and Report DS-2024-31 Zoning By-Law Amendment, Petretta MRSPA Lands, Scheduling of a Public Meeting, **be approved.**

Carried

J. Consent Agenda Items

There are no consent items presented to Council.

K. Delegations

1. Town of Tecumseh Business Improvement Area 2024 Operating Budget

Re: Leo Demarce, BIA Board of Management Chair

Mr. Leo Demarce, BIA Board of Management, Chair in a verbal report outlines the Strategic Plan and the 2024 operating budget for the BIA. He adds there is alot of excitement with the BIA and continuing the plans for business community. The Mayor opens the floor to questions from the Members.

A Member, who is a Council Liaison for the BIA Board, advises Council that the 2024 BIA operating budget is status quo from the 2023 operating budget. Since the BIA Chair provided a verbal report on the 2024 operating budget, Council requested the BIA Board return with further financial information to present to Council at the next Regular Council Meeting.

Motion: RCM - 204/24

Moved by Councillor Brian Houston Seconded by Councillor Rick Tonial

That the verbal report presented from the Chair of the BIA Board of Management regarding the BIA 2024 Operating Budget **be received**.

Carried

2. 2025 Pre Budget Council Consultation

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

Supplementary Item

The Director Financial Services & Chief Financial Officer presents the PowerPoint presentation as appended on the agenda. He outlines budget development approach and timelines along with internal processes to draft the proposed 2025 budget which will be presented to Council on December 10, 2024, Regular Council Meeting. The drivers and pressures of the operating budget are outlined.

The Mayor opens the floor to questions.

In response to an inquiry on Federal and Provincial grants, the Director advises on the benefits to receiving such funding as it relates to various Town initiatives.

Motion: RCM - 205/24

Moved by Councillor Brian Houston Seconded by Councillor Rick Tonial

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

Carried

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

Motion: RCM - 206/24

Moved by Councillor Alicia Higgison Seconded by Councillor Brian Houston

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

Carried

2. For Action:

There are no action items.

M. Update from County Council and Boards

Essex County Council

Members advised on the following items from the County Council meeting held on September 4, 2024: a delegation from the <u>Western Ontario Warden's Caucus</u> highlighting their key priorities for 2024-2025; County Council received a Administrative report from the Public Works Department on the <u>Roadway</u> <u>Expansion Plan Funding Model</u> and how to generate the revenue at the County; and a public meeting was held for public consultation on the County's Official Plan. The County Council meeting can be viewed <u>here</u> for more information.

N. Committee Minutes

1. Personnel Committee Meeting - August 13, 2024

Motion: RCM - 207/24

Moved by Councillor Tania Jobin Seconded by Councillor Alicia Higgison

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.

Carried

O. Reports

1. Development Services

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

Motion: RCM - 208/24

Moved by Councillor Brian Houston Seconded by Councillor Alicia Higgison

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.

Carried

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

Motion: RCM - 209/24

Moved by Councillor Brian Houston Seconded by Councillor Rick Tonial

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**;

report to Council, be authorized.

Carried

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

Supplementary Item

Motion: RCM - 210/24

Moved by Councillor Rick Tonial Seconded by Councillor Alicia Higgison

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.**

Carried

2. Financial Services

a. FS-2024-16 Budget Variance June 2024

Motion: RCM - 211/24

Moved by Councillor Brian Houston Seconded by Councillor Tania Jobin

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.**

Carried

3. Public Works & Engineering Services

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

Motion: RCM - 212/24

Moved by Deputy Mayor Joe Bachetti Seconded by Councillor Brian Houston

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.

Carried

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

Motion: RCM - 213/24

Moved by Deputy Mayor Joe Bachetti Seconded by Councillor Brian Houston

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.

Carried

P. By-Laws

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

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

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

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

Motion: RCM - 214/24

Moved by Councillor Alicia Higgison Seconded by Councillor Rick Tonial

That By-Law 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. Excess Soil Fill Site & Future Passive Municipal Recreational Area - Northeast Corner of South Talbot Road / Howard Ave Intersection;

That By-Law 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.

That By-Law 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.

Be given first and second reading.

Carried

Motion: RCM - 215/24

Moved by Councillor Rick Tonial Seconded by Councillor James Dorner

That By-Law 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.

That By-Law 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.

Be given third and final reading.

Carried

Q. Unfinished Business

1. September 10, 2024

The Members receive the Unfinished Business listing for Tuesday, September 10, 2024.

R. New Business

Traffic on Lesperance Road

A Member raised concern with the traffic backing up on E.C. Row with motorists turning right onto Lesperance Road and then turning left into the Tecumseh Towne Centre Plaza. Traffic in this area is problematic and wanted to make Administration aware if this issue when redesigning this intersection and traffic patterns.

Pedestrian Crossings - County Road 19, 22 and Lesperance

A Member requested that Administration contact the County of Essex to review the pedestrian crossing timing at County Road 19, County Road 22 and Lesperance as there is not enough time to walk across the road.

Tecumseh Housing Advisory Panel

A Member raised that the Panel has held their first meeting. Councillor Higgison was nominated as chair and the Mayor is vice chair. The Panel discussed scope, timing of meetings and some key housing issues.

Corn Festival

A Member expressed gratitude to the Parks staff for their assistance with the Corn Festival and the St. Clair Beach Optimist Club for organizing a great event.

Baseball Canada's 2024 Men's National Championship

A Member congratulated Parks staff and community volunteers for their efforts to get the Lacasse Park ready for play for the Tecumseh Thunder to host the Men's National Championship in August.

Speed Reduction at County Roads 46 & 19 Intersection

A Member raised that a request for a speed reduction at County Roads 46 and 19 from 80 km.hr to 60 km/hr was raised in 2023 to the County of Essex County Council which Tecumseh Council supported. She adds that the Deputy Mayor has a notice of motion on the next County Council meeting to readdress this issue and requested that a letter of Tecumseh Council support for this motion be sent to the County.

Motion: RCM - 216/24

Moved by Councillor Tania Jobin Seconded by Deputy Mayor Joe Bachetti

That the County of Essex **reconsider** the Town of Tecumseh's and the Municipality of Lakeshore's request to amend the speed limit on County Road 46 from 80 km/hr to 60 km/hr, from County Road 46 at the intersection of County Road 19 (Manning Road);

And further that this Motion **be sent** to the Clerk for the County of Essex requesting they be placed on the next regular meeting of County Council's Agenda for reconsideration.

Carried

S. Motions

1. Confirmatory By-Law 2024-077

Motion: RCM - 217/24

Moved by Councillor Brian Houston Seconded by Councillor James Dorner

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.

Carried

T. Notices of Motion

There are no Notices of Motion presented to Council.

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

Moved by Councillor Rick Tonial Seconded by Councillor Alicia Higgison

That there being no further business, the Tuesday, September 10, 2024 meeting of the Regular Council **be adjourned** at 9:20 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

Financial Services

То:	Mayor and Members of Council
From:	Tom Kitsos, Director Financial Services & Chief Financial Officer
Date to Council:	September 24, 2024
Report Number:	FS-2024-17
Subject:	2024 Business Improvement Area Proposed Budget

Recommendations

It is recommended:

That Council Report FS-2024-17 2024 Business Improvement Area Proposed Budget **be received**;

And that the 2024 Business Improvement Area (BIA) Proposed Budget, as reported to Council at the September 10, 2024 Regular Council Meeting by the BIA Chair requiring a levy of \$235,000, and as included within this report as Attachment 1, **be approved**;

And further that By-law 2024-079 **be considered** for first, second, third and final readings to authorize the Mayor and Clerk to approve By-law 2024-079 to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2024.

Background

The Business Improvement Area (BIA) board of management is required to prepare a proposed budget for each fiscal year and to hold one or more meetings of the members of the improvement area for discussion of the proposed budget.

The BIA board of management is then required to submit its approved budget to Town Council for consideration. The municipality may approve the BIA Budget in whole or in part but may not add expenditures to it.

If the BIA Budget is approved by the municipality, the municipality will raise the amount required for the purposes of the BIA board of management and remit to the BIA. The Town establishes a special charge for the billing and collection of the BIA budget by way of an annual by-law and BIA levy.

The special charge is applicable to rateable property that is in a prescribed business property class within the improvement area boundary as established through By-law 2016-012.

Comments

The BIA 2024 Budget was reviewed at the April 17, 2024 BIA Regular General Meeting and was approved for submission to the Town as presented.

The 2024 BIA Proposed Budget was presented to Town Council at the September 10, 2024 Regular Council meeting by BIA Chair, Leo Demarce. The 2024 BIA Proposed Budget requires a levy of \$235,000, equal to the levy of 2023. The BIA presentation was received by Council with direction for a Council Report and By-law to be prepared for the next council meeting, with the Council Report to include the BIA proposed budget in the form required by the municipality.

The 2024 BIA Proposed Budget, as approved by the BIA and as submitted to the Town for consideration, is included in this report as Attachment 1.

The 2024 BIA Proposed Budget calls for a levy of \$235,000, equal to that of the 2023 BIA levy.

Major 2024 BIA Initiatives

Major 2024 initiatives, as provided by the Tecumseh BIA, focus on:

- Marketing (including events) with social media, bi-annual mixers and members' holiday event;
- Beautification with oversized lighted Christmas tree display (plus Sea-Can for storage and a lighting ceremony), murals, banners, and planters for small trees or large shrubs; and
- Membership with the launch of the new Tecumseh Dollars gift card program, educational videos, and holiday sale.

Consultations

Kim McFadden, BIA Coordinator

Financial Implications

The BIA levy is applicable to commercial properties with taxable assessment within the BIA boundary as established through By-law 2016-012.

The Town bills the BIA levy by way of a special charge calculated on the Final Tax Notice of applicable properties and collects in the same manner as property tax. The Town remits installments to the BIA quarterly, with first installment due March 31.

There are no financial implications to the Town.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities	
\boxtimes	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.	
	Community Health and 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.	

Communications

 Not applicable
 ⊠

 Website
 □

 Social Media
 □

 News Release
 □

 Local Newspaper
 □

Prepared by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP Chief Administrative Officer

Attachment	Attachment
Number	Name
1	2024 BIA Proposed Budget

Town of Tecumseh Business Improvement Area

	Approved 2023	Actuals 2023	Budget 2024
REVENUE			
Levy ¹	\$235,000	\$235,169	\$235,000
Associate Memberships Revenue	\$500	\$625	\$250
Events Revenue	\$5,500	\$6,504	\$5,000
Interest Revenue	\$1,500	\$5,828	\$5,000
Miscellaneous Revenue	\$0	\$2,466	\$0
TOTAL	\$242,500	\$250,593	\$245,250
EXPENSES	, ,		, ,
Administrative			
Fees/Permits/Licenses	\$500	\$0	\$0
Wages & Salaries	\$57,500	\$47,763	\$65,545
El Expense	\$1,250	\$1,090	\$1,265
CPP Expense	\$3,278	\$2,642	\$3,868
Clothing	\$2,000	\$0	\$0
Accounting & Legal	\$14,500	\$10,278	\$18,055
Bank Charges & Interest	\$2,000	\$286	\$300
Meals & Entertainment	\$2,000	\$2,467	\$2,010
Insurance (Town w HUB)	\$1,000	\$0	\$0
Membership & Association Dues	\$250	\$360	\$710
Office & Miscellaneous	\$2,000	\$9,000	\$2,260
Software & Computer	\$3,000	\$4,116	\$2,140
Freight & Courier Fees	\$200	\$303	\$0
Repairs & Maintenance	\$2,000	\$1,210	\$1,535
Rent	\$13,500	\$14,408	\$15,500
Rounding (Petty Cash)	\$0	\$0	\$0
Telephone & Internet	\$3,000	\$1,402	\$1,625
Conference & Seminars	\$4,000	\$2,330	\$2,825
Travel	\$4,000	\$329	\$2,035
Mileage	\$1,000	\$1,049	\$935
Sub Total	\$116,978	\$99,031	\$120,608
Advertising & Marketing			
Advertising & Promotions	\$17,000	\$15,065	\$30,805
Sponsorships & Donations	\$3,500	\$0	\$1,150
Promotional Photography	\$1,000	\$0	\$0
Tecumseh Dollars	\$35,000	\$12,958	\$24,480
Website & Storage	\$10,000	\$9,180	\$930
Sub Total	\$66,500	\$37,203	\$57,365
Beautification & Events			
Beautification Projects & Events	\$90,000	\$54,694	\$107,280
Sub Total	\$90,000	\$54,694	\$107,280
EXPENDITURES TOTAL	\$273,478	\$190,928	\$285,253

Town of Tecumseh Business Improvement Area 2024 BUDGET & One Year Actuals and Proposed

	Approved	Actuals	Budget
	2023	2023	2024
SURPLUS(DEFICIT) before transfers	-\$30,978	\$59,665	-\$40,003
Transfer from/(to) Operating Reserve	\$4,500	-\$59,665	\$40,003
Transfer from/(to) Special Projects	\$26,478	\$0	\$0
SURPLUS(DEFICIT)	\$0	\$0	\$0
RESERVE BALANCES	ŲŲ	ŲŲ	ŲÇ
Opening Balance	\$60,346	\$60,346	\$120,011
BIA Operating Reserve ²	-\$30,978	\$59,665	-\$40,003
BIA Special Projects Closing Balance TOTAL	\$0	\$0	\$0
	\$29,368	\$120,011	\$80,009

¹NOTE: There is no levy increase in the 2024 Budget

²NOTE: Transfer of Reserve - Goal is to maintain a reserve of 25% of annual operating levy for expenses every 1st QTR.

³NOTE: Approved 2023 - SURPLUS(DEFICIT) did not properly balance to zero. Adjusted transfer from/(to) Operating Reserve to reconcile.

Special Project Reserve is to hold surplus of funds that are earmarked for Streetscaping



Canadian Federation of Amateur Baseball Fédération Canadienne de Baseball Amateur

2212 Gladwin Cres. Suite A7, Ottawa, Ontario, Canada K1B 5N1 Tel (613) **748-5606** Fax (613) **748-5767** E-mail: <u>info@baseball.ca</u> www.baseball.ca

Baseball British Columbia

> Baseball Alberta

Baseball Saskatchewan

> Baseball Manitoba

> > Baseball Ontario

> > Baseball Quebec

Baseball Nova Scotia

Baseball Prince Edward Island

Baseball New Brunswick

Baseball Newfoundland and Labrador



September 5, 2024 Dear 2024 Men's Championship Host Committee,

On behalf of Baseball Canada's Executive Committee and Board of Directors, I want to express our sincere gratitude and congratulations in succesfully hosting the 2024 Men's Championship.

Organizing a Championship is a significant effort for host committees and volunteers, and we deeply value and appreciate all your hard work you put into it this year.

Baseball Canada National Championships have a long tradition and play a vital role in the development of grassroots baseball in Canada. The exceptional experience you provided will create lasting memories for all participants and leave a meaningful impact on your local baseball community.

These events not only foster a love for the sport but also contribute to its growth, leaving a legacy that will benefit future generations.

Although hosting can be demanding, we hope you found the experience rewarding and consider bringing another Baseball Canada event to your community in the future.

Wishing you a restful offseason and looking forward to seeing you at the ballpark soon!

Yours in baseball,

Jason Dickson CEO, Baseball Canada



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

Date: Time: Location: Tuesday, September 17, 2024 6:00 pm Tecumseh BIA Office 12122 Tecumseh Rd. E. Unit 2 Tecumseh, ON

Present: Chair, Leo Demarce Vice Chair, Laura Carcelen Treasurer, Sandra Zanet Director, Eddy Hammoud Director, Josh Shepley Councillor, James Dorner

Absent: Director, Jules Champoux Councillor, Brian Houston (liaison)

Also Present: BIA Coordinator, Kim McFadden

A. Call to Order

The meeting is called to order at 6:00 pm by Leo Demarce, Chair.

B. Roll Call

C. Disclosure of Pecuniary Interest

No disclosure at this meeting.

D. Delegations

There are no delegations presented to the Board.

E. Communications

1. TOTBIA Board of Management Meeting Minutes

Motion: BBM - 42/24

Moved by Laura Carcelen

Seconded by Sandra Zanet

That the August 20, 2024 minutes of the Town of Tecumseh Business Improvement Area as were duplicated and delivered to the members, **be adopted**.

Carried

F. Supplementary Agenda

There is no supplementary agenda.

G. Reports

Motion: BBM - 45/24

Moved by Laura Carcelen

Seconded by Leo Demarce

That all reports as presented to the Board be accepted.

Carried

1. Chair Report

2024 proposed budget presentation to Town

The Chair provides a verbal report to the Board, including a recap of the TOTBIA's 2024 proposed budget presentation to the Town at the RCM on Sept. 10.

2. Treasurer Report

August 2024 financials

The Treasurer reports on the August 2024 financials.

3. Coordinator Report

2024 re-allocated budget reporting with projections

Kim McFadden reports on the 2024 re-allocated budget including projected.

4. Council Report

Tecumseh Hamlet Secondary Plan

Councillor James Dorner gives an update on the Town's Tecumseh Hamlet Secondary Plan news.

5. Committee Reports

a. Marketing Committee

Social Media

Motion: BBM - 43/24

Moved by Sandra Zanet

Seconded by Eddy Hammoud

That up to \$400 for website work by Exponential Solutions Consulting **be approved**.

Carried

Page 3

b. Events Committee

AGM & Holiday Party

TOTBIA to participate in Optimist's Trunk or Treat event with candy bags, and the Town's Christmas parade with candy canes. New holiday banner to be ordered.

c. Beautification Committee

Christmas tree

Sea-Can to be ordered for storage, placement and installation date to be discussed with the Town, and hot chocolate will be provided complimentary at the lighting ceremony.

d. Membership Committee

Tecumseh Dollars 2024 sales

Associate Membership program to be reviewed, Tecumseh Dollars 2025 timing and discount will be discussed after the Governance committee's 2025 proposed budget planning meeting, and a volunteer form created.

Motion: BBM - 44/24

Moved by Josh Shepley

Seconded by Sandra Zanet

That up to \$4,000 for purchase and initial setup of the CRM through OBIAA in January 2025 **be approved**.

Carried

e. Governance Committee

2025 budget proposal

Constitution will be reviewed and amendments proposed for AGM, brand standards to be investigated through ESC, and a board member agreement and purchasing policy drafted.

H. Unfinished Business

New Board Director approval

Motion: BBM - 46/24

Moved by Laura Carcelen

Seconded by Eddy Hammoud

That Heba AI Faouri's application to join the board **be endorsed** for appointment by the Town.

Carried

I. New Business

J. Next Meeting

The next regular general meeting is scheduled on Tuesday, October 15, 2024 at 6:00 pm to be held at the TOTBIA office.

K. Adjournment

Motion: BBM - 47/24

Moved by Sandra Zanet

Seconded by Eddy Hammoud

That there being no further business, the Tuesday, September 17, 2024 meeting of the Town of Tecumseh Business Improvement Area **be adjourned** at 7:10 pm.

Carried

Leo Demarce, Chair

Kim McFadden, BIA Coordinator



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

Date: Time: Location: Tuesday, August 20, 2024 6:00 pm Tecumseh BIA Office 12122 Tecumseh Rd. E. Unit 2 Tecumseh, ON

Present: Chair, Leo Demarce Vice Chair, Laura Carcelen Director Eddy Hammoud Director, Josh Shepley

Absent: Treasurer, Sandra Zanet Director Jules Champoux Councillor, Brian Houston (liaison) Councillor, James Dorner

Also Present: BIA Coordinator, Kim McFadden

Others: Heba Al Faouri, Owner of Scholars - Prospective Board Member

A. Call to Order

The meeting is called to order at 6:08 pm by Leo Demarce, Chair.

- B. Roll Call
- C. Disclosure of Pecuniary Interest

No disclosure at this meeting.

D. Delegations

There are no delegations presented to the Board.

E. Communications

1. TOTBIA Board of Management Meeting Minutes

Motion: BBM - 33/24

Moved by Eddy Hammoud

Seconded by Laura Carcelen

That the July 25, 2024 annual general meeting minutes of the Town of Tecumseh Business Improvement Area as were duplicated and delivered to the members, **be adopted**.

Carried

F. Supplementary Agenda

There is no supplementary agenda.

G. Reports

Motion: BBM - 40/24

Moved by Leo Demarce

Seconded by Laura Carcelen

That all reports as presented to the Board be accepted.

Carried

1. Chair Report

Strategic plan

The Chair provides a verbal report to the Board, including discussion of strategic planning.

2. Treasurer Report

July 2024 financials

Coordinator reports on the month-end banking and cash flow. \$5,975.01 in Operating and \$54,185.76 in Reserve accounts as of Tues. Aug. 20/24.

Motion: BBM - 34/24

Moved by Leo Demarce

Seconded by Laura Carcelen

That \$40,000 from the Reserve account be transferred to the Operating account **be approved**.

Carried

3. Coordinator Report

Business visits, news, projects.

Kim McFadden reports on:

44 business visits - 24 Tecumseh Dollars packages, 20 Welcome packages (newer/re-acquaint). Blue Jay (formerly Saltimbocca) opened Aug. 11, Herc's opening Aug. 24, Casa Miro opening in Sept, Di Natale Chiro grand opening Oct. 19; Mary Brown's Chicken, Chuck's Roadhouse, and Mister Safety Shoes TBA. Club Pilates 1-year anniversary celebration Aug. 10, Art Galia 20th anniversary in Sept, Pita Mania 25th anniversary this year.

Heba Al Faouri, Owner of Scholars has submitted her application to the board; met with Shawn Chadwick, Small Business Account Rep from WSPS re: partnership (free).

Participated in Tecumseh Twilight on July 26, participating in the town's End of Summer event on Aug. 31, Optimist Trunk or Treat on Oct. 26. \$100 Tecumseh Dollars donated to Terry Fox run and St. Marks Golf Funday. Tecumseh Fire's "Saved by the Beep!" on Sept. 28 - will promote on socials, Tecumseh Farmer's Market Sunday mornings June to first weekend in Oct. 2025 - BIA to support. WE BIAs gift basket giveaway for Small Business Week Oct. 20-26.

Tecumseh/Lakeshore shared commercial branding surveys to be sent by Tango. Office admin assistant temp term complete, student still volunteering, co-op no longer free - funding available to cover percentage. Cancelled Adobe subscription (\$80/month).

4. Council Report

No report provided.

5. Committee Reports

a. Marketing Committee

Updates, monthly social plans, marketing collateral.

<u>July Analytics</u>. Marketing materials will be ordered. Digital signage at BIA Parkette to be investigated. ESC proposal (<u>presentation video</u>) was tabled.

b. Events Committee

Corn Fest, Night Market.

Optimist's Corn Fest is August 23-25. The BIA has supported by donating \$150 Tecumseh Dollars and will participate with a cornhole game on Saturday and Sunday afternoon. The Events committee met with Green Valley Plaza (GVP) regarding a potential autumn night market and has decided not to proceed for this year. GVP has expressed interest in hosting their own night market and the BIA will extend an invite to TOTBIA members if GVP pursues.

c. Beautification Committee

Banners

The large tree/shrub planters that were ordered have been delivered to the Town's Parks yard.

Motion: BBM - 35/24

Moved by Leo Demarce

Seconded by Eddy Hammoud

That \$5,768 plus tax & delivery for 56 additional banners, 28 of each design, **be approved**.

Carried

d. Membership Committee

Programs, volunteers, CRM.

Membership listing updated. Call for volunteers on socials. <u>OBIAA CRM</u> tabled. Associate membership to be discussed in September.

Motion: BBM - 36/24

Moved by Leo Demarce

Seconded by Eddy Hammoud

That Tecumseh Dollars sales with 20% discount in September and November **be approved**.

Carried

Motion: BBM - 37/24

Moved by Leo Demarce

Seconded by Eddy Hammoud

That \$90 per hour, up to 20 hours, for clean-up of 2023 Tecumseh Dollars by By The Book **be approved**.

Carried

e. Governance Committee

Committees, 365, storage, streaming.

Committees will be consolidated into Marketing (including Events) & Beautification and Membership (including Programs) & Governance (including Finance). Video for board meetings tabled. Budget will be reviewed with re-allocations in September.

Motion: BBM - 38/24

Moved by Eddy Hammoud

Seconded by Laura Carcelen

That \$1,224 plus tax for Microsoft 365 for voting members of the board **be approved**.

Carried

Motion: BBM - 39/24

Moved by Laura Carcelen

Seconded by Josh Shepley

That up to \$5,000 for a refurbished Sea-Can, potentially purchased through the town, to be stored at the Parks yard **be approved**.

Carried

H. Unfinished Business

I. New Business

J. Next Meeting

The next regular general meeting is scheduled on Tuesday, September 17, 2024 at 6:00 pm to be held at the TOTBIA office.

K. Adjournment

Motion: BBM - 41/24

Moved by Eddy Hammoud

Seconded by Laura Carcelen

That there being no further business, the Tuesday, August 20, 2024 meeting of the Town of Tecumseh Business Improvement Area **be adjourned** at 8:30 pm.

Carried

Leo Demarce, Chair

Kim McFadden, BIA Coordinator



The Corporation of the Town of Tecumseh

Chief Administrative Officer

То:	Mayor and Members of Council
From:	Margaret Misek-Evans, Chief Administrative Officer
Date to Council:	September 24, 2024
Report Number:	CAO-2024-07
Subject:	Strategic Priorities 2023 Report Out

Recommendations

It is recommended:

That Report CAO-2024-07, entitled "Strategic Priorities 2023 Report Out", be received.

Background

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

In July 2023, Town Council adopted the Strategic Priorities 2023 – 2026 document and directed Administration to incorporate the strategic priorities into municipal work plans for implementation, with an annual report out on progress.

Comments

Council's newly adopted Strategic Priorities have been captured in three comprehensive and relevant 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.

In line with the new strategic priorities and their respective goals and actions, progress, through teamwork and collaboration, was made in all priority areas as captured in Attachment 1.

Administration is pleased to submit the annual report to Council, which will be shared in both print and a web version on the Town's website for public review

Consultations

All Departments OPP – Essex County Detachment

Financial Implications

There are no financial implications associated with this report.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
\boxtimes	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
	Community Health and 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.

Communications

Not applicable \Box

Website 🖂 S

Social Media 🛛 Ne

News Release \Box

Local Newspaper

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

Prepared by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP Chief Administrative Officer

Attachment	Attachment
Number	Name
1	Strategic Priorities 2023 Report Out

SERVICE EXPERIENCE

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

NEW ON-LINE SERVICES IMPLEMENTED

Building Cloud Permit System, Firework Permit and Mobile Food Vendor Applications

ENHANCED

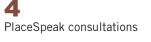
Customer Service Phone Support System

TOWN COMMUNICATIONS

22 council meeting summaries

news releases

46



77 live streamed meetings



Received the GFOA Distinguished Budget Presentation Award for 2023 budget document for the 14th consecutive year. The international award is considered the highest form of recognition in government budgeting.

Operational Efficiency Reviews/Strategies Underway

- > Fire Master Plan
- Community Risk Assessment

TECHNOLOGY & SOCIAL MEDIA



TECUMSEH BY THE NUMBERS





FOLLOW US ON SOCIAL MEDIA:

(o) 💥

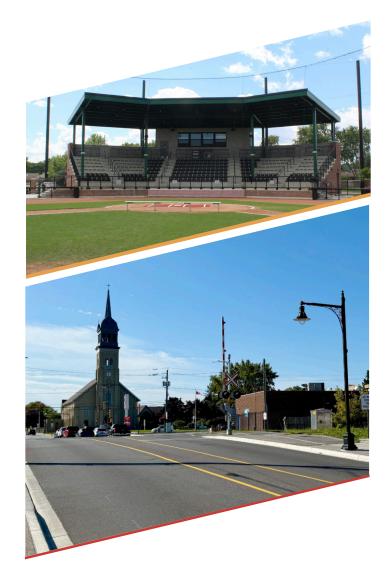
TownofTecumseh

40



917 Lesperance Road | Tecumseh ON | N8N 1W9 **P:** 519 735 2184 | **F:** 519 735 6712





STRATEGIC PRIORITIES 2023

REPORT OUT

STRATEGIC PRIORITIES REPORT: 2023

A COMMUNITY FOR EVERYONE

The Town of Tecumseh provides municipal services and programs to a diverse and growing population. We operate dozens of different lines of business, each of which is important to our citizens.

This report provides highlights of the work accomplished in 2023 on advancing the Town's three new strategic priorities for 2023-2026: Sustainable Growth, Community Health & **Inclusion** and **Service Experience**.

We are proud to provide residents with these highlights from 2023, under Council's newly adopted strategic priorities. Work continues in 2024.

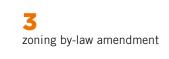
SUSTAINABLE GROWTH

Achieve prosperity and a livable community through sustainable growth.

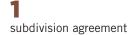
The Town processed 40 Planning and Community Improvement Applications for land development.







5 site plan control

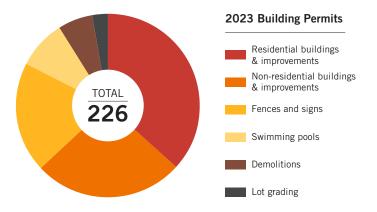




Planning approvals will see...

- > 11 new single/semi-detached dwelling units
- > 7 additional residential units
- > 78,173 square feet of industrial development

226 building permits issued = \$46.6 million in construction value



Awarded \$25,998 Community Improvement Grant value to businesses in the Community Improvement area along Tecumseh Road for parking area improvements.



SUSTAINABLE GROWTH

Invested in the Town's infrastructure & community facilities:

TOWN CAPITAL PROJECTS	CAPITAL EXPENDITURE
Lesperance / VIA Rail Improvements	\$3.52M
Snake Lane Culvert Replacements	\$1.35M
County Road 42 / 43 Improvements - Phase 1	\$6.20M
Annual Asphalt, Tar & Chip and Crack Sealing	\$600K
Maintenance / Improvements on 26 Municipal Drains (cost shared with landowners)	\$1.7M

Long-term plans to improve the Town's infrastructure:

PLAN	STATUS
South Tecumseh Water Distribution Model	✓ COMPLETE
North Tecumseh Water Distribution Model	✓ COMPLETE
County Road 22 / Lesperance Intersection Review	✓ COMPLETE
Cedarwood and Gauthier Sanitary Pump Station Condition and Capacity Assessment	✓ COMPLETE
Tecumseh Traffic Signal Operations Review	✓ COMPLETE
Stormwater Rate Study	: IN PROGRESS
Sanitary Sewer Model Update	🔅 IN PROGRESS
Tecumseh Hamlet Secondary Plan Area Environmental Assessment and Functional Servicing Report	IN PROGRESS
Windsor / Essex Region Stormwater Standards Manual Update	IN PROGRESS

GRANT AWARDS*

FUNDING PROGRAM	PROJECT / PURPOSE	GRANT AWARD
Federal	·	
DMAF	Scully / St. Marks & PJ Cecile Stormwater Pump Station Reconstructions	\$10.7M
ATF	Lesperance Road Multi-Use Trail (Riverside Drive to First Street)	\$2.6M
RTSF	3 Electric Transit Buses & 2 Level 3 EV Charging Stations	\$1.1M
CCBF	Lacasse Grandstand Replacement & Snake Lane Culvert Replacements	\$1.2M
Provincial		
ICIP - Transit Stream	Lesperance Road Multi-use Trail from County Road 22 to County Road 42	\$467K
ICIP - Green Stream	Centennial / Woodbridge Watermain Replacement	\$2.6M
OCIF	Scully / St. Marks & PJ Cecile Storm Pump Station Infrastructure	\$2M
TOTAL		\$20.7M

* major grant awards for projects to be used from 2023 through to 2028

Senior Government Grant funding for Operating Services

- **\$18K** towards Municipal operating efficiency activities
- > \$418K towards Municipal operational programs such as Transit, Policing, student labour, seniors programming, and special events

COMMUNITY HEALTH & INCLUSION

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

AQUATIC PROGRAMMING

200+swimming classes

800+ registrations

4.750 recreational swim & fitness class participants



RECREATIONAL PROGRAMS



Christmas in July attendees

Earth Day attendees

6.000 End of Summer Celebration participants

7 summer concerts

movie nights

24+

events

2

400 attendees

400 attendees

22.000+ participants

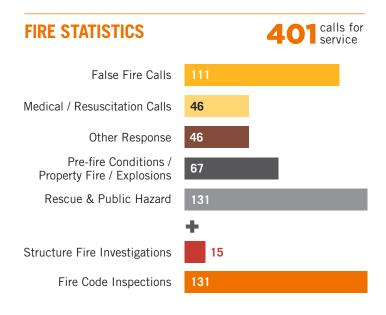
Drinking Water System achieved 98.37% compliance with Ministry of the Environment, Conservation and Parks (MECP) requirements and the water quality thresholds, including inspections, sampling, audits and disinfection residual testing.



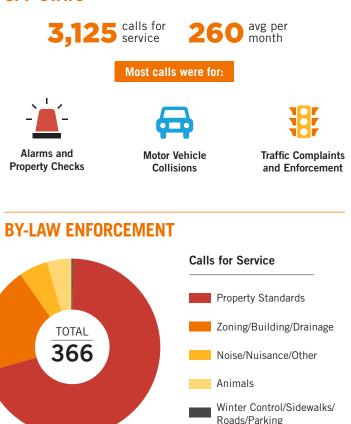
Hosted **30** activities/events in **30 days** during Recreation & Parks Month in June with an attendance of 1.300+.



NEW – Indigenous Short Film Festival to celebrate National Indigenous Peoples Day and enhancements to Orange Shirt Day Memorial Walk in honour of National Day for Truth and Reconciliation.



OPP STATS





The Corporation of the Town of Tecumseh

Community & Recreation Services

То:	Mayor and Members of Council
From:	Beth Gignac, Director Community & Recreation Services
Date to Council:	September 24, 2024
Report Number:	CRS-2024-22
Subject:	Amendment to the Community and Recreation Services 2024 One (1) Year Capital Works Plan – Arena Restoration

Recommendations

It is recommended:

That Report CRS-2024-22, Amendment to the Community & Recreation Services 2024 One (1) Year Capital Works Plan – Arena Restoration, **be received**;

And that the proposed work of the Arena's exterior building envelope as described in Report CRS-2024-22 **be added** to the Community and Recreation Services 2024 One (1) Year Capital Works Plan, Arena Restoration Project;

And further that the Arena Restoration Project budget **be increased** by up to \$338,000 (before HST) and **be funded** from the Infrastructure Reserve as outlined in Report CRS-2024-22;

And furthermore, that the awarding for the interior and exterior work as described in Report CRS-2024-22, **be authorized** to proceed as a single source negotiation;

And furthermore, that an upset limit of \$138,000 for completion of the interior work and an upset limit of \$200,000 for completion of the exterior work **be added** to the original tender award of \$2,541,618 (before HST) to TCI Titan Contracting Inc for a revised award total of \$2,879,618.

Executive Summary

The Tecumseh Arena & Recreation Complex located at 12021 McNorton Street is undergoing the repair of damage from a flooding event which occurred in 2023 as well as a renewal of all interior spaces, including new flooring, front lobby and washroom renovations, that will modernize the aesthetics and functionality of spaces.

Throughout the demolition and removal phase of the project, the contractor discovered deterioration and impending failures of interior elements in the lobby that prompted a number of change directives for the interior works as well as an examination of the building's exterior envelope.

As a result, the Project's existing contingency for interior works will be exceeded. Further, exterior remediation work is required to repair exterior elements of the building envelope to protect interior assets from further deterioration and prevent ongoing damage.

Accordingly, additional capital budget allocation of \$138,000 is requested to complete the change directives on the interior works and \$200,000 is sought to complete the exterior works outlined in this report. It is further recommended that the works be undertaken through a single source contract with the existing contractor, TCI Titan Contracting Inc.

Background

In July of 2023 the Tecumseh Arena & Recreation Complex sustained interior damage caused from flooding where the local area experienced a significant rainfall event with 34.04 mm volume of precipitation in a short period of time.

As set out in Reports CRS-2023-13 Tecumseh Arena Floor Damage (RCM 190/23) and CRS-2023-14 Tecumseh Arena Flood Damages Assessment (RCM 219/23), Council was informed of the damages and provided with an assessment and estimated costs for remediating the affected areas.

At the January 17, 2024 Special Meeting of Council, the Community & Recreation Services Department presented restoration plans to refresh all public areas within the Tecumseh Arena in conjunction with the required flooring replacement. Council approved the recommendation to conduct an overall refresh of the facility and to leverage the needed flooring replacement due to the flooding event in 2023.

Furthermore, at the January 23, 2024 Regular Meeting of Council, funding was approved in the Community and Recreation Services 2024 One (1) Year Capital Works Plan (RCM 09/24) and as set out in Report <u>CRS-2024-02</u> for \$1,880,000 to renovate the interior of the Tecumseh Arena as described in that report and replicated below:

A4: Arena Restoration

Previously Approved	Requested for 2024	Total Project Costs
\$891,000	\$1,880,000	\$2,771,000

As presented to Council at the SCM on January 17, 2024, the refresh would include all public areas of Tecumseh Arena impacted by the 2023 flood event, leveraging the arena flooring replacement and bringing about compliance with current AODA legislation. Project elements include flooring, washrooms renovation, barrier-free entry to dressing room hallway, concession upgrades, lobby updates, painting, front entrance apron and audio-visual upgrades.

Council had previously approved \$891,000 for flood damage remediation and replacement cost at the arena.

Funding for this was provided from the following:

• Arena Lifecycle Reserve in the amount of \$1,880,000

Reference:

Report CRS-2023-14 "Tecumseh Arena Flood Damages Assessment" August 8,2023 Motion: RCM-219/23

January 17, 2024 Special Meeting of Council, Community & Recreation Services 2024 Capital Budget Presentation Motion

Subsequently, at the March 26, 2024 Regular Meeting of Council, additional funding of \$600,000 was approved in support of the amendment to the Community and Recreation Services 2024 One (1) Year Capital Works Plan (RCM 09/24) and as set out in Report CRS-2024-09 for the reconfiguration of the lobby staircase and upgrades to the 2nd level program room.

Comments

The Arena Restoration project is well underway as construction remains in progress, while ice rentals and users returned to the facility following the Labour Day weekend.

Throughout the demolition and removal phase of the project, the contractor discovered deterioration and impending failures of interior elements in the lobby that resulted in a number of change directives for the interior works and prompted an examination of the building's exterior envelope.

As a result, exterior remediation work is required to repair exterior elements of the building envelope to protect interior assets from further deterioration and prevent ongoing damage. These exterior elements include:

- Repairs to masonry control joints, door and window openings
- Resealing of the skylight and various penetrations
- Re-pointing of masonry mortar joints in various areas
- Replacement of parapet caps
- On completion of resealing, re-painting of all existing window, skylight, and door frames
- On completion of re-pointing, re-staining of existing masonry block on building frontage

Since remediation work is needed, using both new masonry blocks and repointing some masonry joints will combine exterior building envelope repairs with cosmetic improvements to the main entrance. Delaying this work could damage newly renovated areas, particularly in the lobby, should water continue to infiltrate the exterior.

To minimize further disruptions to service and access, Administration suggests presenting the additional scope of work as a single source procurement with TCI Titan Contracting Inc. This approach leverages their familiarity with the project and site, ensuring preferred timelines are met. Additionally, the additional work for the change directives on the interior works would logically be undertaken by the same contractor.

Executing the exterior building envelope remediation is imperative to protect the value of the interior enhancements throughout the Arena.

On Council approval, the interior works will be completed earliest and the exterior work would start in October and be completed by year-end. Details of the proposed exterior works are shown in Attachment 1.

Working in coordination with the Purchasing Officer and Financial Services, single source procurement is recommended in concurrence with the stipulation as set under By-Law 2021-60 section 3.4, and in section 3.9 and 3.11 of the Purchasing Policy #17 (RCM 263/21).

3.4 Single/Sole Sourcing/Direct Negotiation

In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the Department Director, with the concurrence of the Purchasing Officer, for consideration on the grounds

that it is more cost effective or beneficial to the Town; and where the expenditure will exceed \$100,000, approval must be obtained from Town Council prior to negotiations with the single source. The Department Director shall be responsible for submitting a report detailing the rationale supporting the use of the single source.

The requested funding amount outlined in the Financial Implications section of this report exceeds the approved project budget and therefore requires Council approval to amend the project contract as set under By-Law 2021-60 section 4.9 of the Purchasing Policy #17 (RCM 263/21).

- 4.9 Contract Amendments and Revisions
 - e) Where expenditures for the proposed amendment combined with the price of the original contract exceeds Town Council approved budget for the project, a report prepared by the Department Director shall be submitted to Town Council recommending the amendment and proposing the source of financing.

Consultations

Financial Services Community & Recreation Services Archon Architects Incorporated TCI Titan Contracting Inc.

Financial Implications

Typically, capital project expenditures related to the arena would be funded from the Arena Lifecycle Reserve, however the Arena Lifecycle Reserve is projected to be in a significant deficit balance.

As referenced in Council Report CRS-2024-10 Community and Recreation Services 2025-2028 Four (4) Year Capital Works Plan, the projected deficit position for the Arena Lifecycle Reserve will be addressed during the 2025 budget process. In the interim, the deficit will essentially be covered through internal borrowing from the Town's overall suite of Lifecycle Reserves, which can accommodate the temporary borrowing.

Administration therefore recommends funding this exterior building envelope project amendment from the Infrastructure Reserve.

A comprehensive financial analysis of the Arena Restoration project to date is summarized in the table below.

Project Items	Approved Budget	YTD Actuals	Final Projected
Flooding Remediation (previously approved in 2023 and tendered in 2024)	\$431,582	\$302,619	\$434,298
Arena Restoration Project	\$1,880,000	\$554,799	\$2,000,000
Arena Restoration Project (additional funding for stairway removal/replacement and upper lobby improvements)	\$600,000	\$67,454	\$615,284
Total*	\$2,911,582	\$924,872	\$3,049,582

*Note: Projecting a deficit of \$138,000 (\$2,911,582 - \$3,049,582 = \$138,000), which is less than 5%.

Project items – CRS-2024-22	Proposed Budget Increase	YTD Actuals	Final Projected
Current Approved Budget	\$2,911,582	\$924,872	\$3,049,582
Arena Restoration Project additional funding for change directives in excess of contingency allowance	\$138,000	N/A	Included above
Arena Restoration Project (additional funding for exterior works)	\$200,000	\$0	\$200,000
Total *	\$3,249,582	\$924,872	\$3,249,582

*Note: Total Budget includes payments to TCI Titan, Archon Architect, Other project vendors.

The project's contingency allowance has been significantly impacted due to unexpected findings in the interior of the building during construction. These findings necessitated

modifications to the original scope and required additional work to address complexities of the building's dated infrastructure and components. As a result, the contingency fund is nearly depleted.

Administration projects an overage of approximately \$138,000 to the original project contract amount primarily due to outstanding change directives for interior work, such as shower panels and fixtures and electrical transformers for lighting.

To complete these outstanding change directives, Administration recommends that an upset limit of \$138,000 be added to the current contract with TCI Titan Contracting Inc for completion of current change directives which are unable to be funded by the contingency fund.

For the external works outlined in this report, Administration requests up to \$200,000 in funding to implement the proposed exterior works described in this report, including an allowance for any unforeseen issues or findings.

The interior and exterior work will result in a revised total contract award of \$2,879,618 (\$2,541,618 + \$338,000 before HST) to TCI Titan Contracting Inc.

Any unused amount would not be drawn from the Infrastructure Reserve.

If Council approves the amendment, the total project funding will be a maximum of \$3,249,582 for all interior and exterior work.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
\boxtimes	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
	Community Health and 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.

Communications

Not applicable \boxtimes

Website Social Media News Re	elease Local Newspaper
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This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Daniel Wolicki Manager Facilities & Energy Management

Reviewed by:

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

Reviewed by:

Beth Gignac, BA Hons Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP Chief Administrative Officer

Attachment	Attachment
Number	Name
1	Rendering - Tecumseh Arena Exterior





The Corporation of the Town of Tecumseh

Public Works & Engineering Services

То:	Mayor and Members of Council
From:	Phil Bartnik, Director Public Works & Engineering Services
Date to Council:	September 24, 2024
Report Number:	PWES-2024-49
Subject:	Boulevard Maintenance By-Law

Recommendations

It is recommended:

That Report PWES-2024-49 Boulevard Maintenance By-Law be received;

And that Attachment 1 of Report PWES-2024-49 outlining the proposed updates to the boulevard maintenance **be approved**;

And further that Boulevard Maintenance By-Law 2024-078 **be considered** for first, second, third and final readings;

And furthermore, that By-Law 2016-05 Boulevard Maintenance be repealed.

Background

Council at their meeting held September 8, 2015, adopted Boulevard Maintenance Bylaw 2015-63, a by-law to regulate the maintenance, occupancy, use of and other matters pertaining to boulevards under the jurisdiction of the Corporation of the Town of Tecumseh (Motion RCM-295/15).

Council at their regular meeting held December 8, 2015, received Report 56-15 Boulevard Maintenance By-law Amendment, and adopted By-law 2016-05 which provided enforcement authority to the Director of Public Works and Engineering Services (Motion RCM–421/15). By-law 2016-05 received its third and final reading on January 12, 2016.

Comments

The current Boulevard Maintenance by-law would benefit from some enhanced language, clearer definitions and stronger provisions related to enforcement. A provision was included making it easier to pursue action in situations requiring the Town to step in immediately when a safety concern is present.

These changes, as well as a substantial enforcement clause with reference to the Administrative Monetary Penalty by-law, and changes to provide consistency with the property standards by-law along with minor language edits and additional clauses that expand the by-law to include the multi-use pathways are outlined in Attachment 1.

Given the significant proposed revisions to the current by-law, it is recommended that the by-law be repealed and replaced with a new by-law containing the proposed changes described herein.

Consultations

Legislative Services & Clerk

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

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

Communications

Not applicable \boxtimes

Website	S

Social Media 🛛 🛛 Nev

News Release \Box

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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP Chief Administrative Officer

Attachment	Attachment
Number	Name
1	Key Changes to Boulevard Maintenance By-law

The following key changes were made to the By-Law:

Change	Section
Additional Clauses from the Municipal	First Page
Act added to support the By-law.	-
Definitions revised to add clarity.	1.1
Reference to Administrative Penalty By-	2.3, 3.8
law added	
The Term "Sidewalk" was revised to	Throughout
include multi-use pathways, trails.	
The Term "Landscaping Rock" was	1.1 l)
added and described.	
Changes to the clear distance from	4.1 a), c), and d)
sidewalks, fire hydrants, and other Town	
infrastructure, that an Owner can add	
alterations to boulevards. Town	
infrastructure and plantings are exempt	
from this clause.	
Clarity on what materials the Town	4.1 j), and k)
will/will not repair when Town work	
occurs on the Boulevard (ie Town	
replaces turf grass only; Town does not replace stamped concrete).	
Changes to grass height to be	5.2
consistent with the property standards	5.2
by-law	
Additional clause to ensure sidewalk.	4.1 l)
multi-use pathway or trail material	
remains continuous across the property.	
This clause also confirms that the	
longitudinal grade shall not deviate from	
the grade of the curb to ensure no	
drainage issues are created at	
driveways.	
Additional clause to allow the Town to	3.5
act immediately at the expense of the	
Owner if a safety concern is present.	
Additional clause to allow the Town to	3.5
flush and clean catch basins and sewers	
in the case of owner-caused dumping on	
Boulevard.	



The Corporation of the Town of Tecumseh

Technology & Client Services

То:	Mayor and Members of Council
From:	Shaun Fuerth, Director Technology & Client Services
Date to Council:	September 24, 2024
Report Number:	TCS-2024-04
Subject:	Regional IT Mutual Aid Agreement

Recommendations

It is recommended:

That Report TCS-2024-04 entitled "Regional IT Mutual Aid Agreement" be received;

And that By-Law 2024-080 **be considered** for the first, second, third and final reading to authorize the Mayor and Clerk to execute the Regional IT Mutual Aid Agreement.

Background

In 2021, the Town engaged Perry Consulting Group to conduct an Information Technology Service Review (ITSR). Many recommendations were made in the ITSR which included additional staffing resources, development of a Digital Strategy and a Business Continuity and Disaster Recovery Plan (BCDRP).

A BCDRP would be invoked in the event staff would not have access to the Town's computing systems, network and/or the internet. This event could be due to a natural disaster, fire, damage to the Town's data center or a Cyber attack. Administration has been developing and updating a BCDRP for all departments while working with neighbouring municipalities to compare plans and possible synergies where commonalities exist.

There are several municipalities in Ontario that have experienced Cyber attacks in recent years, most of which resulted in a disruption to provision of services to businesses and residents. During such an event, the main objective is to restore services and access to technology as soon as possible with all resources available.

An IT Emergency Mutual Aid agreement between municipalities can offer several key benefits, particularly in times of crisis or technical difficulties. These agreements create a formalized structure for collaboration, allowing municipalities to pool resources and expertise when needed. Here are some benefits:

1. Rapid Response to Crises

• **Faster Recovery**: During cyber attacks, data breaches, or other IT disasters, the Town can quickly access help from neighbouring municipalities if needed, ensuring rapid response and minimizing downtime.

2. Resource Sharing

- **Cost Savings**: Municipalities can share IT tools, personnel, and technologies, potentially reducing the need for every municipality to invest heavily in expensive redundant infrastructure or highly specialized personnel.
- **Better Equipment Access**: Municipality may be able to gain access to the necessary hardware, software, and resources in times of emergency.

3. Increased Resilience

- **Business Continuity**: By having backup support from other municipalities, critical systems and services (like emergency response, water management, or public safety systems) may be less likely to fail during IT emergencies.
- **Data Redundancy**: In some cases, sharing data storage and backup systems across municipalities helps safeguard data in cases of localized incidents such as natural disasters, cyberattacks, or infrastructure failures.

4. Training and Preparedness

- **Cross-Training Opportunities**: Regular collaboration allows IT staff to learn from each other, share best practices, and better understand each municipality's unique IT environment, improving overall preparedness. The Regional IT Working Group meets several times a year.
- **Coordinated Drills**: Municipalities can work together to simulate cyberattack or disaster recovery scenarios, ensuring better coordination during actual incidents.

5. Improved Cybersecurity

- **Collaborative Defense Strategies**: By working together, municipalities can share threat intelligence, jointly identify vulnerabilities, and implement coordinated defenses against cyber threats.
- **Reduced Risk of Isolation**: When a municipality is targeted by a cyber attack, having an alliance in place ensures it is not tackling the threat alone. Neighbouring municipalities can work together with tools, resources, and expertise.

6. Scalability and Flexibility

- Adaptable to Different Crisis Levels: The agreement can scale according to the severity of the emergency, whether it is a minor IT issue or a large-scale cyber crisis.
- **Shared Personnel Pool**: In emergencies, trained IT staff from one municipality can assist others, helping to ensure continuity of government services and reducing the burden on staff within a single municipality.

7. Political and Public Confidence

- **Strengthened Public Trust**: When municipalities demonstrate they have a robust plan in place to handle IT emergencies through mutual cooperation, public confidence in local government increases.
- **Political Collaboration**: It fosters stronger relationships between local governments, enhancing broader regional cooperation beyond IT matters.

Overall, a mutual aid agreement offers enhanced resilience, cost-efficiency, and improved capacity to handle the growing complexity and threat landscape of modern IT environments.

Comments

In light of the Town's efforts to mitigate any prolonged technology outages, Administration has been working with all municipalities in the region to garner support for an IT Mutual Aid Agreement. This concept was presented to area CAO's earlier this year and in August a final document was agreed to by all parties. This agreement provides the framework where a municipality in need of additional IT support during an event as described above could reach out to other municipalities for assistance in the form of IT personnel and/or IT related equipment. Depending on the circumstances, there is no obligation to provide assistance, but should a municipality wish to do so the request, timing, liability, approval and compensation issues have been defined in the agreement in advance thus saving time during the emergency. This model is very similar to Mutual Aid agreements between area Fire & Rescue Departments.

This agreement/letter of understanding is between the following 11 municipalities:

- County of Essex
- City of Windsor
- Municipality of Chatham-Kent
- Township of Pelee
- 7 lower tier municipalities within County of Essex

Highlights of this agreement include:

- 1. Request for assistance is made from a municipality in need by the CAO to the CAO of another municipality (Responding Party). The Responding Party can then decide to provide or not provide assistance.
- 2. Assistance can be provided in the way of personnel, services, equipment or materials.
- 3. Costs associated with the provision of Mutual Assistance are borne by the Responding Party except for reasonable daily expenses.
- 4. During the terms of the agreement, each party shall have in place and maintain general liability insurance.
- 5. The Responding Party will adhere to a Non-Disclosure Policy Agreement prior to initiating any assistance.

Consultations

County of Essex City of Windsor Municipality of Chatham-Kent Town of Amherstburg Town of Essex Town of Kingsville Town of Lakeshore Town of LaSalle Municipality of Leamington Township of Pelee

Financial Implications

In the event the Town (responding party) was called upon to assist another Municipality pursuant to the parameters within this agreement, the Town would be financially liable for staffing resources provided. In the event the Town (receiving party) was in need of assistance from another municipality, there would be the potential of daily expenses paid to the responding party during the IT emergency.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
	Community Health and 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.

Communications

Not applicable $\ igtarrow$

Website Social Media

News Release \Box

Local Newspaper

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

Prepared by:

Shaun Fuerth, BCS Director Technology & Client Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP Chief Administrative Officer

Attachment Number	Attachment Name
1	Regional IT Mutual Aid Agreement
2	By-law 2024-080

Emergency Mutual Assistance Agreement/ Letter of Understanding

This Agreement made this _____ day of _____, 2024

Between:

The Corporation of the Town of Amherstburg

-and-

The Corporation of the Municipality of Chatham-Kent

-and-

The Corporation of the County of Essex

-and-

The Corporation of the Town of Essex

-and-

The Corporation of the Town of Kingsville

-and-

The Corporation of the Municipality of Lakeshore

-and-

The Corporation of the Town of LaSalle

-and-

The Corporation of the Municipality of Learnington

-and-

The Corporation of the Township of Pelee Island

-and-

The Corporation of the Town of Tecumseh

-and-

The Corporation of the City of Windsor

Whereas an Information Technology ("**IT**") emergency could affect any of the Municipalities to such a degree that its resources would be insufficient to manage the situation;

And Whereas the Municipalities wish to make pre-arrangement for prompt emergency action in support of the municipality affected or threatened by an IT emergency and requires assistance.

Now Therefore the Parties Hereto Agree as Follows:

1. Definitions

In this Agreement, the following words shall have the following meanings:

- a. **"Mutual Assistance Agreement**" or "**Agreement**" means this Agreement and attached Schedule(s) or amendments thereto, which together form the entire Agreement between the parties hereto.
- b. **"Mutual Assistance**" or "**Assistance**" means the provision of personnel, equipment, materials and such other services relating or incidental thereto, during an IT Emergency by a Responding Party, save and except the provision of personnel, services, equipment, or materials from a Responding Party's Fire Service.
- c. **"Receiving Party**" means a party hereto which receives Mutual Assistance pursuant to this Agreement.
- d. **"Responding Party**" means a party hereto which provides Mutual Assistance pursuant to this Agreement.
- e. **"IT Emergency"** means an event that results in the disruption of the provision of technology services or access to data storage systems.

2. Principles of Mutual Assistance Agreement

Each of the Parties hereto confirms and agrees that:

- a. Mutual Assistance shall be supplied at no cost to a Receiving Party;
- b. This Agreement does not require any Party hereto to act as a Responding Party and provide Assistance in response to an IT Emergency; any and all Assistance offered by a Responding Party and accepted by a Receiving Party requires Chief Administrative Officer ("**CAO**") or other senior officer of the municipality designate approval from each of the Responding Party and the Receiving Party.

- c. The intent of this Agreement is to provide an organizational framework, within an Incident Management System, for the effective and coordinated provision of Mutual Assistance to a Receiving Party; and
- d. Each of the Parties hereto agrees it is entering into this Agreement in order to:
 - i. minimize the effects of an IT Emergency by establishing the process for an effective and coordinated provision of Mutual Assistance; and
 - ii. provide the organizational framework necessary to effectively manage Mutual Assistance resources.

3. Activation of Mutual Assistance

In order to receive Mutual Assistance, the Receiving Party shall:

- a. Request Mutual Assistance from the CAO of the Responding Party;
- b. Advise on the nature of the IT Emergency
- c. Provide clear, concise, and specific direction to the Responding Party concerning the location, specific staff, skill set, and resources required as Mutual Assistance; and,
- d. Identify and advise, as soon as possible, and update as required, the expected duration of the IT Emergency;

The Responding Party, upon receiving a request for Mutual Assistance, reserves the following rights:

- a. To provide or not provide Assistance at its own discretion.
- b. To recall all, or a portion of, the Assistance it has provided or committed to providing, at any time, and at its sole discretion;
- c. To direct that all its personnel selected for such Assistance, report to the appropriate designated command area or such other designated area for assignment;
- d. To utilize the Receiving Party's Incident Management System; and
- e. To supply its own personnel to supervise their own Mutual Assistance resources; and,

f. To collaborate effectively with the Receiving Party during emergencies, avoiding the creation of additional administrative tasks and maximizing emergency response efforts.

The Parties hereto hereby authorize their respective CAOs, or such other senior officer of the municipality as the CAO has designated (hereinafter "**CAO**") to request Assistance, accept offers to provide Assistance, accept requests for Assistance or offer to provide Assistance pursuant to this Agreement on behalf of that Party.

4. Requests for Mutual Assistance

- a. The Parties hereto agree that in an IT Emergency, a Receiving Party may request Assistance in the form of qualified personnel, services, equipment, or material from a Responding Party.
- b. Any request for Assistance shall be made by the CAO of the Receiving Party to the CAO of the Responding Party, or such other senior officer of the municipality as the CAO has designated. The CAO may make the initial request for Assistance orally; however, written request shall follow as soon as reasonably practicable. The Responding Party may request such reasonable additional information as it considers necessary to confirm the existence of the IT Emergency and to assess the type, scope, nature, and amount of Assistance to be provided.
- c. The Responding Party shall respond to the confirmed written request within one (1) day and may, in its sole and absolute discretion, determine the type, scope, nature, and amount of Assistance it will provide, if any. The Responding Party may respond to the request orally; however, a written response shall follow as soon as reasonably practicable.
- d. Each participating municipality should create a list of individuals that can potentially assist in the event of an IT emergency. This way each participating member will be ready for timely engagement and response when a request for assistance is received.

5. Limitations on Mutual Assistance Provided

- Nothing in this Agreement shall require or obligate or be construed to require or obligate any of the Parties hereto to provide Mutual Assistance. Each party hereto shall retain the right to refuse the request to provide Assistance or offer alternative options to the Assistance that has been requested by the Receiving Party.
- b. No liability shall arise against the Responding Party should it fail, for any reason whatsoever, to respond to a request for Assistance made under this Agreement.

- c. When Assistance has been offered or provided by the Responding Party, the Responding Party shall not be obligated to provide any further Assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for Assistance.
- d. Nothing in this Agreement shall prevent the Responding Party, in its sole and absolute discretion, from withdrawing any or all Assistance provided to the Receiving Party. Any withdrawal of Assistance by the Responding Party shall be made upon no less than forty-eight (48) hours' notice to the Receiving Party, unless the Responding Party is responding to its own actual or pending IT Emergency, in which case it may withdraw Assistance from the Receiving Party immediately and without notice.
- e. The Receiving Party may determine in its sole and absolute discretion that its requirement for Assistance has ceased and shall notify the Responding Party(ies) of this in writing.

6. Indemnification

a. The Receiving Party shall indemnify and save harmless the Responding Party from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of Assistance provided pursuant to this Agreement. The indemnity provided herein shall include all costs, including but not limited to, duties, dues, accounts, demands, penalties, fines, and fees.

7. Insurance

a. During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance and/or such further insurance as may be required or recommended in connection with the Assistance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability, and property damage.

8. Costs

a. Any costs incurred in connection with the provision of Mutual Assistance shall be borne by the Responding Party providing such aid except for such reasonable daily expenses with an identified upset limit as may be identified or agreed to in writing prior to deployment by the Receiving Party or: An alternate agreement in writing is reached between the parties for payment of services provided prior to deployment of any Mutual Assistance.

9. Review and Termination

- a. This Agreement comes into full force and effect on the day of endorsement by all Parties hereto and will be reviewed yearly thereafter by all Parties then remaining. At the time of the review, changes or additions may be introduced by way of an Amendment, which shall become part of the Agreement upon ratification by all parties then remaining.
- b. Any one of the Parties may withdraw from this Agreement for any reason and at any time by giving thirty (30) days written notice of termination to all other Parties. After the withdrawal of any Party, the Agreement shall continue to be in full force between the remaining Parties.

10. Non-disclosure

- a. The Responding Party will adhere to a Non-Disclosure Policy Agreement provided by the Receiving Party prior to initiating any Assistance on behalf of the Receiving Party.
- b. The Receiving Party will be responsible for the external and internal communication about a possible response to their IT Emergency. The other parties to this Agreement, whether or not they offer Assistance, will endeavour to ensure notice of the IT Emergency is kept confidential.
- c. The Receiving Party shall indemnify and save harmless the Responding Party(ies), its elects, appointees, officials, employees, and agents from and against all claims, costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement or out of the provision of any Assistance pursuant to this Agreement, including, without limitation, any losses sustained by the Responding Party as a result of any costs or damages incurred by a local board of the Responding Party, or the elects, appointees, officials, employees or agents of such local board (collectively, "Losses"), except to the extent that such Losses arise from the negligence of the Responding Party or its local board, or the elects, appointees, officials, employees or agents of either of them.

11. Rights and Remedies

a. Nothing herein contained shall be construed as restricting or preventing any of the Parties from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity, in the event of any breach of this Agreement.

12. General

- a. This Agreement constitutes the entire agreement between the Parties hereto with respect to Mutual Assistance related to an IT Emergency, and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties, or other provisions, express or implied, collateral, statutory, or otherwise, relating to Mutual Assistance related to an IT Emergency, except as provided for in this Agreement.
- b. There shall be no amendments to this Agreement, unless in writing and executed by all of the Parties hereto.
- c. None of the Parties hereto may assign this Agreement, in whole or in part.
- d. Nothing in this Agreement gives rise to a partnership or joint venture between the Parties acting together in responding to an IT Emergency, or to an employment relationship between the Receiving Party and the employees, contractors, or sub-contractors of the Responding Party(ies) in the provision of Assistance under this Agreement.
- e. This Agreement shall be executed electronically in counterparts, and each of which electronically signed counterparts shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

In witness whereof, the parties hereto have electronically executed this Agreement, on this and the preceding 6 pages, as of the date first written above.

The Corporation of the Town of Amherstburg

Per:

Michael Prue, Mayor

Per: _

Valerie Critchley, CAO

The Municipality of Chatham-Kent

Per: _____

Darrin Cannif, Mayor

Per: _____

Michael Duben, CAO

We have authority to bind

The Corporation of the County of Essex

Per: _____

Hilda MacDonald, Warden

Per: _____

Sandra Zwiers, CAO

We have authority to bind.

The Corporation of the Town of Essex

Per: _____ Sherry Bondy, Mayor

Per: _____

Joseph Malandruccolo, Clerk

We have authority to bind.

The Corporation of the Town of Kingsville

Per: _____

Dennis Rogers, Mayor

Per:

John Norton, CAO

The Corporation of the Municipality of Lakeshore

Per: _____ Tracey Bailey, Mayor

Per: _____ Justin Rousseau, CAO

We have authority to bind.

The Corporation of the Town of LaSalle

Per: _____

Crystal Meloche, Mayor

Per: _____

Joe Milicia, CAO

We have authority to bind.

The Corporation of the Municipality of Learnington

Per: _____

Hilda MacDonald, Mayor

Per:

Peter Neufeld, CAO

We have authority to bind.

The Corporation of the Township of Pelee

Per: _____

Cathy Miller, Mayor

Per:

Christine Horst, Administrator-Clerk

The Corporation of the Town of Tecumseh

Per: _____ Gary McNamara, Mayor

Per: _____ Marg Misek-Evans, CAO

We have authority to bind.

The Corporation of the City of Windsor

Per: _____ Joe Mancina, CAO

Per: ______ Steve Vlachodimos, City Clerk

Appendix

Table of Organizational Contacts

Name	Municipality	Position	Primary Number	Secondary Number	Email Address
	Amherstburg				
	Amherstburg				
	Amherstburg				
	Chatham-Kent				
	Chatham-Kent				
	Chatham-Kent				
	County of Essex				
	County of Essex				

County of Essex		
Town of Essex		
Town of Essex		
Town of Essex		
Kingsville		
Kingsville		
Kingsville		
Lakeshore		
Lakeshore		
Lakeshore		
Lasalle		
Lasalle		

	Lasalle				
	Leamington				
	Leamington				
	Leamington				
	Pelee Island				
	Pelee Island				
	Pelee Island				
Margaret Misek-Evans	Tecumseh	CAO	519 735 2184 x111	519 796 1431	mevans@tecumseh.ca
Shaun Fuerth	Tecumseh	Director Technology & Client Services	519 735 2184 x108	519 791 0849	sfuerth@tecumseh.ca
David Doyon	Tecumseh	Manager Information Technology	519 735 2184 x130	519 791 5544	ddoyon@tecumseh.ca
	Windsor				

Windsor		
Windsor		

By-Law Number 2024-078

Being a by-law to regulate the maintenance, occupancy, use of, and other matters pertaining to boulevards under the jurisdiction of the Town of Tecumseh.

Whereas Subsection 11(3) and Section 27(1) of the *Municipal Act*, S.O. 2001, c.25 (the ("**Act**"), provides that a municipality may pass by-laws respecting highways under its jurisdiction;

And Whereas Section 127 of the Act provides that a local municipality may require the owner and occupants of land to clean and clear the land or to clear refuse or debris from the land;

And Whereas Section 11(1) of the Act allows municipalities to pass by-laws respecting the environmental well-being of the municipality, and the health and safety of persons;

And Whereas Section 429(1) of the Act provides that a municipality may establish a system of fines for a by-law passed under the Act;

And Whereas Section 434.1 of the Act provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-law of the municipality passed under the Act;

And Whereas Section 391(1) of the Act provides that a municipality may pass by-laws imposing fees or charges on any person for services or activities provided by the municipality or done on behalf of it;

And Whereas The Corporation of the Town of Tecumseh deems it necessary to regulate the maintenance and the use of the boulevard portion of highways under its jurisdiction;

And Whereas the Council of The Corporation of the Town of Tecumseh considers it desirable to pass such a by-law;

Now Therefore the Council of The Corporation of The Town of Tecumseh hereinafter referred to as the "**Town**" enacts as follows:

Section 1 Definitions and Interpretations

1.1 Definitions

In this By-Law wherever a word is used with its first letter capitalized, the term is being used as it is defined in this Section 1.1. Subject to Section 1.2, where any word appears in ordinary case, its regularly applied meaning in the English language is intended:

- a) **"Abutting Boulevard**" means the portion of the Boulevard lying along a "Property's" Street Line. Provided that where more than one "Property" would otherwise share an "Abutting Boulevard" the "Abutting Boulevard" shall be allocated to each Property by drawing a line from the midway point of the angle created by the point at which such lot lines meet each other.
- b) **"Boulevard**" means that part of a "Town" Street (whether assumed or unassumed) between a Street Line and the edge of the curb or, where there is no curb, between a Street Line and that portion of the "Highway" which is travelled or designed to be travelled by "Vehicles". A "Boulevard" may or may not contain a sidewalk, multi-use pathway, trail, tree, ditch, Fixtures or a reserved space (unimproved alley or easement).
- c) **"County Road**" means a "Highway" under the jurisdiction of the County of Essex.
- d) **"Debris**" means any discarded or unused material, whether or not it is re-useable.
- e) "**Director**" means the Director of Public Works & Engineering Services or his/her designate.
- f) **"Fixture**" means any structure or other fixture affixed to the Boulevard including a utility box, community mailbox, newspaper vending box, bench, transit area, telephone box, telephone booth, transformer box or vault, hydro streetlight, stoplight poles and street sign, water valves and service valves, hydrants, sample stations, boundary meters, storm and sanitary manholes, etc.
- g) **"Fixture Owner**" means the owner entitled to exercise the control over the "Fixture", whether it be the "Town", local utility or other public authority having jurisdiction.
- h) **"Hard Surface**" means an area covered in whole or in part with asphalt, concrete, interlocking brick or block, crushed or solid stone, gravel, slag, ground asphalt, wood or any non-porous material.
- i) **"Highway**" means a common, roadway and public highway, and includes the following:
 - Any street, road, avenue, parkway, lane, driveway, "Boulevard", trail, sidewalk, multi-use path, bike lane, square, place, bridge, viaduct, or trestle designed or intended for, or used by the general public for the passage of "Vehicles" or "Persons", and/or;
 - (ii) The area between lateral "Property" lines of any "Highway" or road allowance including any curbs, gutters, "Boulevards", culverts, ditches and retaining walls.

- j) **"Injure**" means any action which causes physical, biological or chemical damage to an individual or to "Property".
- k) **"Landscaping**" means vegetation in the form of lawns, grasses, shrubs, flowers, ornamental plantings, or any combination thereof.
- I) **"Landscaping Rock**" means large rocks used for decoration as well as smaller landscaping rock used in place of mulch.
- m) **"Maintenance**" means an action required to maintain a "Boulevard" or "Fixture", or an action to sustain the "Landscaping" on a "Boulevard", including, but not limited to, cutting, watering, removing "Debris" or graffiti there from, or repairing damage to any driveway located on the "Boulevard" area and "Maintain" has a corresponding meaning.
- n) **"Municipal Property**" means any real "Property" or interest in real "Property" owned by the "Town".
- o) **"Officer**" means a Municipal By-Law Enforcement Officer appointed by the Council of the "Town" to enforce the by-laws of the "Town".
- p) **"Owner**" means the registered owner of the "Property" in question as revealed in OnLand the Ontario Governments virtual Land Registry Office and shall also include such other "Persons", tenants or others, who are exercising care and control over the "Property".
- q) "Person" has the normal and usual meaning of person and includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law.
- r) **"Property**" means any land, including the buildings and structures thereon, within the "Town" and abutting a "Boulevard".
- s) **"Repair**" means taking action to ensure that the "Boulevard" area or "Fixture" conforms to the "Standards" contained in this By-law.
- t) "**Restore**" means taking action to remove unlawful materials and objects and by planting "Landscaping" or installing materials and objects in compliance with this By-law.
- u) "**Standards**" means the standards for "Boulevard and "Fixture" "Maintenance" as prescribed by Section 4.0 of this By-law.
- v) "**Street Line**" means the boundary between a lot and the abutting "Highway".
- w) **"Town**" means The Corporation of the Town of Tecumseh.
- x) **"Town Street**" means a "Highway" under the jurisdiction of the "Town".

- y) **"Town Tree**" means any tree of which, any portion of its trunk is on the "Boulevard".
- z) "**Vehicle**" shall have the same meaning as found in the *Highway Traffic Act*, R.S.O. 1990, c.H.8 as amended.
- aa) "Weeds" shall include "local weeds", "noxious weeds" and "weed seeds".
 "Local weeds" shall have the same meaning as found in the Weed Control Act, R.S.O. 1990, c.W.5 as amended or replaced from time to time.
 "Noxious weeds" shall have the same meaning as found in the Weed Control Act, R.S.O. 1990, c. W.5 as amended or replaced from time to time.
 "Need seeds" shall have the same meaning as found in the Weed Control Act, R.S.O. 1990, c. W.5 as amended or replaced from time to time. "Weed seeds" shall have the same meaning as found in the Weed Control Act, R.S.O. 1990, c. W.5 as amended or replaced from time to time.

1.2 Interpretation Rules

- a) Wherever this By-law refers to a "Person" or thing with reference to gender or the gender is neutral, the intention is to read the By-law with the gender applicable to the circumstances.
- b) References to items in the plural include the singular, as applicable.
- c) The words "include", "includes" or "including" are not to be read as limiting the phrases or descriptions that precede it.
- d) Reference to "Property" or to "building" or "structure" or "yard" are to be read as always including one or more parts of the "Property", building, structure, or yard.

1.3 **Citing Legislation and Regulations**

Specific references to laws in this By-law are printed in italic font and are meant to refer to the current laws applicable within the Province of Ontario as at the time the By-law was passed. For Provincial laws, the reference is to the relevant chapter of the R.S.O. 1990 edition, as amended from time to time, including successor legislation.

1.4 Severability

If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered to be severed from the balance of the By-law, which will continue to operate in full force.

1.5 **Conflicting By-laws and Regulations**

a) This By-law shall not be construed to reduce or mitigate any restrictions or regulations lawfully imposed by the "Town" or by any governmental authority having jurisdiction to make such restrictions or regulations.

b) If there is a conflict between a provision of this By-law and a provision of any other "Town" By-law, the provision that establishes the higher standard to protect the health and safety of the public and to maintain clean and tidy conditions on the "Highway" shall apply.

1.6 **And / Or**

The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in that subsection, article, or list in which it appears are permitted or required as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

1.7 Measurements

Where the By-law provides metric and imperial units of measure, the metric unit of measure shall prevail. For convenience, only, approximate imperial measurements may have been provided in parentheses but are of no force or effect. The abbreviation "mm" stands for millimetres, "cm" stands for centimetres, "m" stands for metres, "in" stands for inches and "ft" stands for feet.

Section 2 Offences, Enforcement, and Administration

2.1 Enforcement

It is the duty of the Director to enforce the provisions of this By-law.

2.2 **Owner to Comply**

Every Owner and Fixture Owner shall comply with an Order issued pursuant to Section 3 of this By-law within the time provided for therein.

2.3 Offences and Prosecution

- a) Every Person who contravenes or fails to comply with any of the provisions of this By-law has committed an offence and may be prosecuted as provided for in the *Provincial Offences Act*, R.S.O 1990, c.P.33 for each day on which the offence occurs. Persons convicted of offences pursuant to this By-law are subject to the fines and/or other penalties as prescribed by the *Provincial Offences Act*, R.S.O 1990, c.P.33.
- b) Every Person who contravenes or fails to comply with any of the provisions of this By-law shall upon issuance of a penalty notice be subject to an administrative monetary penalty in the amount(s) set out in By-law 2024-048 as amended being the Town's Administrative Penalty By-law.

- c) Pursuant to Section 431 of the *Municipal Act*, 2001, if a Person has been convicted of an offence under this By-Law, a court of competent jurisdiction may, in addition to any penalty imposed on the Person convicted, issue an order:
 - (i) prohibiting the continuation of repetition of the offence by the Person convicted; and
 - (ii) requiring the Person convicted to correct the contravention in the manner and within the period that the court considers appropriate.
- d) If a Person is required to pay an administrative penalty in respect of a contravention of this By-Law, the Person shall not be charged with an offence in respect of the same contravention.
- e) In accordance with Section 398(2) of the *Municipal Act*, 2001, the Town may add unpaid fees, charges, and fines under this By-Law to the tax roll and collect them in the same manner as municipal taxes.

Section 3 Order Requiring Compliance

3.1 **Order**

Where an Owner fails to comply with any provision set out in this By-law, an Order may be issued by the Director to the Owner requiring compliance within the time frame specified in the Order.

3.2 Contents of Order

The Director who finds that a Boulevard or a Fixture does not conform to any of the Standards prescribed in this By-law may make an Order to such Owner:

- a) Stating the municipal address of the Property, a Street Line of which is located immediately adjacent to the subject Boulevard area or, in the case of a Fixture, the municipal address of the Property closest to that Fixture;
- b) Giving reasonable particulars of the Repair, Restoration or Maintenance to be made to the Boulevard or Fixture;
- c) Indicating the time frame for complying with the terms and conditions of the Order; and
- d) Stating that, if the Order is not complied with within that time, the Town may carry out the work at the Owner's expense.

3.3 Method of Delivery or Order

The Order, and any subsequent written Order amending or withdrawing the Order, may be delivered by any one or more of the following methods:

- a) Personal delivery to the Person to whom it is addressed;
- b) Personal or couriered delivery to either an adult Person, of the residential address of the addressee, or;
- c) Delivery by prepaid mail to the Person's last known address or as otherwise contemplated in subsection 343(6) of the Act.

3.4 Deemed Delivery

- a) Where an Order is personally delivered, it is considered to have been delivered at the date and time at which it was handed to the addressee.
- b) Where an Order is delivered to the residential address of the addressee, it is considered to have been delivered on the next business day following the date of delivery.
- c) Where an Order is delivered by prepaid mail, it is deemed to have been delivered on the fifth (5th) day after the day of mailing.

3.5 **Town May Complete Work**

- a) Where an Order has been issued by the Town and compliance has not been achieved within the required time period as set out in the Order, the Town may, through its employees and agents or the Persons acting on their behalf, carry out the work required by the Order at the expense of the Owner or Fixture Owner and, in the case of an Owner, all expenses so incurred may be added to the tax roll and collected from an Owner in the same manner as municipal taxes.
- b) If a Boulevard or a Fixture that does not conform to any of the Standards prescribed in this By-law is a safety concern, as deemed so by the Director, the Town may act immediately to carry out the work at the Owner's expense. In this circumstance, the Town will follow up thereafter with a letter to the Owner and an invoice describing the actions taken.
- c) If an Owner commits a prohibition noted in 6.5 hereof, that causes dumping into catch basins or manholes, the Town shall act to issue an Order and will flush/clean catch basins and/or sewers at the expense of the Owner.

3.6 Cost Recovery

- a) Where Section 3.5 of this By-Law is invoked, all costs associated with the work shall be added to the tax roll of the Property which is the subject matter of the Order and shall be collected in like manner as municipal taxes.
- b) Every Person who contravenes any provision of this By-Law, and every director or officer of a corporation who concurs in such contravention by

the corporation, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, and the *Municipal Act*, 2001, as both may be amended from time to time.

c) The Town's Administrative Penalty By-law 2024-048, as amended, applies to this By-law. Every Person who contravenes a provision of this By-Law (as designated by Schedule of the Administrative Penalties By-law 2024-048), shall upon issuance of a Penalty Notice be liable to pay an administrative penalty in the amount therein set out.

Section 4 Boulevard Standards

- 4.1 Every Owner may landscape or improve that portion of the Abutting Boulevard to his/her Property subject to the Standards contained hereafter:
 - a) Where a sidewalk, multi-use pathway, or trail is located within the Boulevard, no hedge, shrub, tree, planting, post, fence, wall, Landscaping Rock or any other material or object shall be permitted within 0.45 m (18 inches) of side of the sidewalk, multi-use pathway, or trail.
 - b) Where a sidewalk, multi-use pathway, or trail is located within the Boulevard, no hedge, shrub, planting, post, fence, wall, Landscaping Rock or any other material or object shall be permitted between the sidewalk, multi-use pathway, or trail and travelled portion of the Highway unless in the instance of Town Trees or Town infrastructure.
 - c) Where no sidewalk, multi-use pathway, or trail is located within the Boulevard, no hedge, shrub, planting, post, fence, wall, Landscaping Rock or any other material or object shall be permitted within 2 m (6.6 ft) of the curb or travelled portion of the Highway. This clause does not apply to Town infrastructure and Town Trees, as approved by the Director.
 - d) No hedge, shrub, tree, planting, post, fence, wall or other things as deemed to be a hazard by the Director, exceeding 0.9 m (3 ft) in height above the grade of the Boulevard shall be permitted on any Boulevard. The Town reserves the sole right to strategically plant street trees within the Boulevard that exceed this height.
 - e) No hedge, shrub, tree, planting, post, fence, wall or other thing including Landscaping Rock or any other material or object, shall be permitted within 2 m (6.6 feet) of fire hydrants or mainline water valves.
 - f) No elevation changes shall be permitted within Boulevard's that would negatively impact the Towns infrastructure, such as manholes, water valves, boulevard catch basins, fire hydrants, etc.
 - g) Nothing shall be installed, placed, planted and/or maintained on any Boulevard which is protruding above the grade of the Boulevard, and/or

which is sharp, or which, in the opinion of the Officer, poses a danger to the health or safety of any Person using the Highway.

- h) No Owner shall or permit the installation, placement or locating of any electrical wiring, or other electrical systems or any plumbing pipes or other plumbing systems on any Boulevard.
- i) No Owner shall or permit any excavations, trenches or ditches which present or could present an unsafe condition on any Boulevard.
- j) If a Boulevard is damaged by the Town, or a contractor hired by the Town associated with municipal or utility repairs or Maintenance works within the Boulevard as deemed required by the Director the Town shall be responsible to restore the turf grass on a boulevard and shall not be obligated to restore any alterations to the Boulevard made by the Owner.
- k) Materials other than plain asphalt or plain concrete are permitted in the portion of driveways within the Municipal Property. Interlocking brick and/or paving stones are not permitted with the Municipal Property. Notwithstanding, if the driveway must be repaired, replaced, or relocated during infrastructure repair within the Municipal Property, the Town will Repair the driveway with plain asphalt or plain concrete. Stamped, coloured or otherwise special asphalt will be repaired with plain asphalt. Stamped, coloured or otherwise special concrete will be repaired with plain concrete, unless the Owner agrees to pay the additional cost. The type and thickness of the asphalt and concrete shall be indicated on the public works permit.
- I) At all times, where a sidewalk, multi-use pathway, or trail is located within the Boulevard, it shall be continuous across the Property and not replaced with any other material. Additionally, the longitudinal grade must match the grade of the adjacent curb to ensure no drainage problems are created at driveways.
- m) Town-owned infrastructure existing within driveways, such as mainline valves, curb boxes, manholes, etc. shall be maintained in compliance with Town standards and specifications to ensure continued access and operation of the infrastructure.

Section 5 Boulevard and Fixture Maintenance Standards

- 5.1 Every Owner shall maintain the Abutting Boulevard in accordance with the requirements of this By-Law.
- 5.2 Every Owner shall:
 - a) Clean and clear the Abutting Boulevard of all Debris, waste, refuse and litter;

- b) Clean and clear the Abutting Boulevard of any abandoned items, machinery, equipment or other thing;
- c) Maintain grass and Weeds on any Abutting Boulevard at a height which is not greater than twenty (20) cm (8 in) in height;
- d) Maintain the Landscaping on any Abutting Boulevard so that Landscaping materials do not encroach over that portion of an adjacent Highway that is travelled by Vehicles or pedestrians, adjacent driveway, sidewalk, multi-use pathway, or trail.
- 5.3 Every Fixture Owner shall maintain all Fixtures owned by it in a condition which is free from all defacing marks, tagging and graffiti.
- 5.4 Notwithstanding Section 4.1 and 5.1, this By-Law shall not be interpreted as preventing or prohibiting:
 - a) The placement or erection of signs in compliance with the Town's Sign Bylaws;
 - b) The creation and use of Hard Surfaced areas on Boulevard areas used for bus stops or bus stop bench seating;
 - c) The creation and use of Hard Surface areas in unique locations which have been approved in writing by the Director;
 - d) The temporary placement of refuse for collection in compliance with the standards of the Town's Waste Collection By-law;
 - e) The installation of plantings (excluding fruits, vegetables or noxious Weeds) or mulch around the base of Town Trees not exceeding 0.5 m in height and a maximum 0.5 m from the base of the tree.

Section 6 Prohibitions

- 6.1 No Person shall damage any Landscaping, structure, tree, shrub, hedge, sidewalk, multi-use pathway, trail, Fixture, Hard Surface, or other improvement permitted or located by the Town on any Boulevard.
- 6.2 No Person shall Injure or destroy a tree, bush or hedge or any part of a tree, bush or hedge located on Municipal Property.
- 6.3 No Person shall interfere with a Town Tree, including but not limited to attaching, affixing or placing upon in any manner any object or thing to a Town Tree or part of a Town Tree, and climbing the Town Tree.
- 6.4 No Person shall place or leave or utilize any structure, including any basketball net, hockey net, skateboard ramp or other play structure, in such a manner as to interfere with or obstruct safe passage on a Highway.

- 6.5 No Person shall place or deposit, or cause to be placed or deposited, any vegetation cuttings, rubbish, discarded materials, or any liquid or solid waste on any Highway.
- 6.6 No Person shall mark, deface, wax or damage any curb, sidewalk multi-use pathway, trail, or part of a Highway.
- 6.7 No Person shall place or deposit, or cause to be placed or deposited, any Debris upon any Highway.
- 6.8 No Person shall place or deposit, or cause to be placed or deposited, any snow or ice upon any Highway; this includes the movement of snow or ice from private driveways, laneways, roads, parking lots, sidewalks, multi-use pathways, and trails, from those lands to the Highway. The placement of snow or ice removed from the Hard Surface of the Boulevard and sidewalk, multi-use pathway, or trail onto the Abutting Boulevard, excluding the travelled portion of the Highway, shall be permitted.
- 6.9 No Person shall place or deposit or cause to be place or deposited, leaves on any Highway except in an approved yard waste bag pursuant to the Waste Collection By-Law.

Section 7 Short Title

7.1 This By-law may be cited as the "Boulevard Maintenance By-Law".

Section 8 Repeal

8.1 By-law No. 2016-05 is hereby repealed and any other By-law provisions that are inconsistent with this By-law shall be of no effect to the extent of the inconsistency.

Read a first, second, third time and finally passed this 25th day of September 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

By-Law Number 2024 - 079

Being a by-law to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2024.

Whereas Town of Tecumseh By-law No. 2016-12 designated an Improvement Area within the Downtown area of the Town of Tecumseh;

Whereas pursuant to Section 208 (1) and (2) (a) of the Municipal Act, 2001 c.25, the municipality shall annually raise the amount required for the purposes of the Board of Management for the Business Improvement Area, and may establish a special charge for the amount to be raised by levy upon rateable property in the improvement area that is in a prescribed business class;

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

- That there shall be levied and collected for the purposes of the Board of Management for the Business Improvement Area a special charge for 2024 upon rateable property in the area that is in a prescribed business property class (see Schedule "A") at the rates as detailed in Schedule "A", in the amount of \$235,000.00.
- 2. **That** the Business Improvement Area levy be included, as a separate charge specifying the amount payable in respect of such property, on the final tax notice for those properties in the prescribed business property class (see Schedule "A").
- 3. **That** the Business Improvement Area levy be collected in the same manner and under the same terms as the General Municipal Levy for 2024.

Read a first, second, third time and finally passed this 24th day of September, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

Corporation of the Town of Tecumseh 2024 Business Improvement Area Taxable Assessment and Tax Rates

RTC	RTQ	RTC/RTQ Name	RTQ Category	Returned Assessment For 2024	2024 BIA Rate
С	Т	Commercial	Full	108,689,957	0.00160580
Х	Т	Commercial - New	Full	-	0.00160580
С	U	Commercial	Excess Land	812,400	0.00160580
Х	U	Commercial - New	Excess Land	-	0.00160580
С	Х	Commercial	Vacant Land	1,003,000	0.00086446
С	1	Commercial	Farmland 1	1,570,000	0.00037101
S	Т	Shopping Centre	Full	30,616,243	0.00160580
Z	Т	Shopping Centre - New	Full	-	0.00160580
D	Т	Office Building	Full	3,299,800	0.00160580
Y	Т	Office Building - New	Full	-	0.00160580
I	Т	Industrial	Full	1,059,000	0.00288276
J	Т	Industrial - New	Full	-	0.00288276
I	U	Industrial	Excess Land	-	0.00288276
S	U	Shopping Centre	Excess Land	122,000	0.00160580
Z	U	Shopping Centre - New	Excess Land	-	0.00160580
I	Х	Industrial	Vacant Land	-	0.00288276
I	Н	Utilities	Full	-	0.00288276
I	К	Utilities	Excess Land	-	0.00288276
L	Т	Large Industrial	Full	-	0.00398630
L	U	Large Industrial	Excess Land		0.00398630
				147,172,400	

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By-Law Number 2024-080

Being a by-law to authorize the execution of a Regional Mutual Aid Agreement between the Corporation of the Town of Tecumseh, the City of Windsor, Municipality of Chatham-Kent, the County of Essex and all of the other seven lower tier municipalities within the County of Essex for an Emergency Mutual Aid Assistance with Information Technology Services

Whereas several municipalities in Ontario have experienced cyber attacks in recent years which can result in a disruption to the provisions of municipal services to businesses and residents;

And whereas to plan proactively to mitigate technology outages, the Town along with neighbouring municipalities wish to make pre-arrangements for prompt emergency action in support of the municipality affected or threatened by an information technology emergency and requires assistance to restore services as soon as possible;

And whereas The Council of the Corporation of The Town of Tecumseh is desirous of entering into an agreement with the City of Windsor, Municipality of Chatham-Kent, County of Essex and all of the other seven lower tier municipalities in Essex County with respect to providing Emergency Mutal Aid for Information Technology Services;

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

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

1. **That** the Mayor and Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and the City of Windsor, Municipality of Chatham-Kent, and all of the other seven lower tier municipalities in the County of Essex, such Agreement dated as of September 24, 2024 and a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 24th day of September, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

Emergency Mutual Assistance Agreement/ Letter of Understanding

This Agreement made this Choose day of Choose Choose

Between:

The Corporation of the Town of Amherstburg

-and-

The Corporation of the Municipality of Chatham-Kent

-and-

The Corporation of the County of Essex

-and-

The Corporation of the Town of Essex

-and-

The Corporation of the Town of Kingsville

-and-

The Corporation of the Municipality of Lakeshore

-and-

The Corporation of the Town of LaSalle

-and-

The Corporation of the Municipality of Learnington

-and-

The Corporation of the Township of Pelee Island

-and-

The Corporation of the Town of Tecumseh

-and-

The Corporation of the City of Windsor

Whereas an Information Technology ("**IT**") emergency could affect any of the Municipalities to such a degree that its resources would be insufficient to manage the situation;

And Whereas the Municipalities wish to make pre-arrangement for prompt emergency action in support of the municipality affected or threatened by an IT emergency and requires assistance.

Now Therefore the Parties Hereto Agree as Follows:

1. Definitions

In this Agreement, the following words shall have the following meanings:

- a. **"Mutual Assistance Agreement**" or "**Agreement**" means this Agreement and attached Schedule(s) or amendments thereto, which together form the entire Agreement between the parties hereto.
- b. **"Mutual Assistance**" or "**Assistance**" means the provision of personnel, equipment, materials and such other services relating or incidental thereto, during an IT Emergency by a Responding Party, save and except the provision of personnel, services, equipment, or materials from a Responding Party's Fire Service.
- c. **"Receiving Party**" means a party hereto which receives Mutual Assistance pursuant to this Agreement.
- d. **"Responding Party**" means a party hereto which provides Mutual Assistance pursuant to this Agreement.
- e. **"IT Emergency"** means an event that results in the disruption of the provision of technology services or access to data storage systems.

2. Principles of Mutual Assistance Agreement

Each of the Parties hereto confirms and agrees that:

- a. Mutual Assistance shall be supplied at no cost to a Receiving Party;
- b. This Agreement does not require any Party hereto to act as a Responding Party and provide Assistance in response to an IT Emergency; any and all Assistance offered by a Responding Party and accepted by a Receiving Party requires Chief Administrative Officer ("**CAO**") or other senior officer of the municipality designate approval from each of the Responding Party and the Receiving Party.

- c. The intent of this Agreement is to provide an organizational framework, within an Incident Management System, for the effective and coordinated provision of Mutual Assistance to a Receiving Party; and
- d. Each of the Parties hereto agrees it is entering into this Agreement in order to:
 - i. minimize the effects of an IT Emergency by establishing the process for an effective and coordinated provision of Mutual Assistance; and
 - ii. provide the organizational framework necessary to effectively manage Mutual Assistance resources.

3. Activation of Mutual Assistance

In order to receive Mutual Assistance, the Receiving Party shall:

- a. Request Mutual Assistance from the CAO of the Responding Party;
- b. Advise on the nature of the IT Emergency
- c. Provide clear, concise, and specific direction to the Responding Party concerning the location, specific staff, skill set, and resources required as Mutual Assistance; and,
- d. Identify and advise, as soon as possible, and update as required, the expected duration of the IT Emergency;

The Responding Party, upon receiving a request for Mutual Assistance, reserves the following rights:

- a. To provide or not provide Assistance at its own discretion.
- b. To recall all, or a portion of, the Assistance it has provided or committed to providing, at any time, and at its sole discretion;
- c. To direct that all its personnel selected for such Assistance, report to the appropriate designated command area or such other designated area for assignment;
- d. To utilize the Receiving Party's Incident Management System; and
- e. To supply its own personnel to supervise their own Mutual Assistance resources; and,

f. To collaborate effectively with the Receiving Party during emergencies, avoiding the creation of additional administrative tasks and maximizing emergency response efforts.

The Parties hereto hereby authorize their respective CAOs, or such other senior officer of the municipality as the CAO has designated (hereinafter "**CAO**") to request Assistance, accept offers to provide Assistance, accept requests for Assistance or offer to provide Assistance pursuant to this Agreement on behalf of that Party.

4. Requests for Mutual Assistance

- a. The Parties hereto agree that in an IT Emergency, a Receiving Party may request Assistance in the form of qualified personnel, services, equipment, or material from a Responding Party.
- b. Any request for Assistance shall be made by the CAO of the Receiving Party to the CAO of the Responding Party, or such other senior officer of the municipality as the CAO has designated. The CAO may make the initial request for Assistance orally; however, written request shall follow as soon as reasonably practicable. The Responding Party may request such reasonable additional information as it considers necessary to confirm the existence of the IT Emergency and to assess the type, scope, nature, and amount of Assistance to be provided.
- c. The Responding Party shall respond to the confirmed written request within one (1) day and may, in its sole and absolute discretion, determine the type, scope, nature, and amount of Assistance it will provide, if any. The Responding Party may respond to the request orally; however, a written response shall follow as soon as reasonably practicable.
- d. Each participating municipality should create a list of individuals that can potentially assist in the event of an IT emergency. This way each participating member will be ready for timely engagement and response when a request for assistance is received.

5. Limitations on Mutual Assistance Provided

- Nothing in this Agreement shall require or obligate or be construed to require or obligate any of the Parties hereto to provide Mutual Assistance. Each party hereto shall retain the right to refuse the request to provide Assistance or offer alternative options to the Assistance that has been requested by the Receiving Party.
- b. No liability shall arise against the Responding Party should it fail, for any reason whatsoever, to respond to a request for Assistance made under this Agreement.

- c. When Assistance has been offered or provided by the Responding Party, the Responding Party shall not be obligated to provide any further Assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for Assistance.
- d. Nothing in this Agreement shall prevent the Responding Party, in its sole and absolute discretion, from withdrawing any or all Assistance provided to the Receiving Party. Any withdrawal of Assistance by the Responding Party shall be made upon no less than forty-eight (48) hours' notice to the Receiving Party, unless the Responding Party is responding to its own actual or pending IT Emergency, in which case it may withdraw Assistance from the Receiving Party immediately and without notice.
- e. The Receiving Party may determine in its sole and absolute discretion that its requirement for Assistance has ceased and shall notify the Responding Party(ies) of this in writing.

6. Indemnification

a. The Receiving Party shall indemnify and save harmless the Responding Party from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of Assistance provided pursuant to this Agreement. The indemnity provided herein shall include all costs, including but not limited to, duties, dues, accounts, demands, penalties, fines, and fees.

7. Insurance

a. During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance and/or such further insurance as may be required or recommended in connection with the Assistance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability, and property damage.

8. Costs

a. Any costs incurred in connection with the provision of Mutual Assistance shall be borne by the Responding Party providing such aid except for such reasonable daily expenses with an identified upset limit as may be identified or agreed to in writing prior to deployment by the Receiving Party or: An alternate agreement in writing is reached between the parties for payment of services provided prior to deployment of any Mutual Assistance.

9. Review and Termination

- a. This Agreement comes into full force and effect on the day of endorsement by all Parties hereto and will be reviewed yearly thereafter by all Parties then remaining. At the time of the review, changes or additions may be introduced by way of an Amendment, which shall become part of the Agreement upon ratification by all parties then remaining.
- b. Any one of the Parties may withdraw from this Agreement for any reason and at any time by giving thirty (30) days written notice of termination to all other Parties. After the withdrawal of any Party, the Agreement shall continue to be in full force between the remaining Parties.

10. Non-disclosure

- a. The Responding Party will adhere to a Non-Disclosure Policy Agreement provided by the Receiving Party prior to initiating any Assistance on behalf of the Receiving Party.
- b. The Receiving Party will be responsible for the external and internal communication about a possible response to their IT Emergency. The other parties to this Agreement, whether or not they offer Assistance, will endeavour to ensure notice of the IT Emergency is kept confidential.
- c. The Receiving Party shall indemnify and save harmless the Responding Party(ies), its elects, appointees, officials, employees, and agents from and against all claims, costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement or out of the provision of any Assistance pursuant to this Agreement, including, without limitation, any losses sustained by the Responding Party as a result of any costs or damages incurred by a local board of the Responding Party, or the elects, appointees, officials, employees or agents of such local board (collectively, "Losses"), except to the extent that such Losses arise from the negligence of the Responding Party or its local board, or the elects, appointees, officials, employees or agents of either of them.

11. Rights and Remedies

a. Nothing herein contained shall be construed as restricting or preventing any of the Parties from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity, in the event of any breach of this Agreement.

12. General

- a. This Agreement constitutes the entire agreement between the Parties hereto with respect to Mutual Assistance related to an IT Emergency, and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties, or other provisions, express or implied, collateral, statutory, or otherwise, relating to Mutual Assistance related to an IT Emergency, except as provided for in this Agreement.
- b. There shall be no amendments to this Agreement, unless in writing and executed by all of the Parties hereto.
- c. None of the Parties hereto may assign this Agreement, in whole or in part.
- d. Nothing in this Agreement gives rise to a partnership or joint venture between the Parties acting together in responding to an IT Emergency, or to an employment relationship between the Receiving Party and the employees, contractors, or sub-contractors of the Responding Party(ies) in the provision of Assistance under this Agreement.
- e. This Agreement shall be executed electronically in counterparts, and each of which electronically signed counterparts shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

In witness whereof, the parties hereto have electronically executed this Agreement, on this and the preceding 6 pages, as of the date first written above.

The Corporation of the Town of Amherstburg

Per:

Michael Prue, Mayor

Per: _

Valerie Critchley, CAO

The Municipality of Chatham-Kent

Per: _____

Darrin Cannif, Mayor

Per:

Michael Duben, CAO

We have authority to bind

The Corporation of the County of Essex

Per: _____

Hilda MacDonald, Warden

Per: _____

Sandra Zwiers, CAO

We have authority to bind.

The Corporation of the Town of Essex

Per: _____ Sherry Bondy, Mayor

Per: _____

Joseph Malandruccolo, Clerk

We have authority to bind.

The Corporation of the Town of Kingsville

Per: _____

Dennis Rogers, Mayor

Per:

John Norton, CAO

The Corporation of the Municipality of Lakeshore

Per: _____ Tracey Bailey, Mayor

Per: _____ Justin Rousseau, CAO

We have authority to bind.

The Corporation of the Town of LaSalle

Per: _____

Crystal Meloche, Mayor

Per: _____

Joe Milicia, CAO

We have authority to bind.

The Corporation of the Municipality of Learnington

Per: _____

Hilda MacDonald, Mayor

Per: _____

Peter Neufeld, CAO

We have authority to bind.

The Corporation of the Township of Pelee

Per: _____

Cathy Miller, Mayor

Per: _____

Christine Horst, Administrator-Clerk

Per: _____ Gary McNamara, Mayor

Per: _____ Marg Misek-Evans, CAO

We have authority to bind.

The Corporation of the City of Windsor

Per: _____ Joe Mancina, CAO

Per: ______ Steve Vlachodimos, City Clerk

Appendix

Table of Organizational Contacts

Name	Municipality	Position	Primary Number	Secondary Number	Email Address
	Amherstburg				
	Amherstburg				
	Amherstburg				
	Chatham-Kent				
	Chatham-Kent				
	Chatham-Kent				
	County of Essex				
	County of Essex				

County of Essex		
Town of Essex		
Town of Essex		
Town of Essex		
Kingsville		
Kingsville		
Kingsville		
Lakeshore		
Lakeshore		
Lakeshore		
Lasalle		
Lasalle		

	Lasalle				
	Leamington				
	Leamington				
	Leamington				
	Pelee Island				
	Pelee Island				
	Pelee Island				
Margaret Misek-Evans	Tecumseh	CAO	519 735 2184 x111	519 796 1431	mevans@tecumseh.ca
Shaun Fuerth	Tecumseh	Director Technology & Client Services	519 735 2184 x108	519 791 0849	sfuerth@tecumseh.ca
David Doyon	Tecumseh	Manager Information Technology	519 735 2184 x130	519 791 5544	ddoyon@tecumseh.ca
	Windsor				

Windsor		
Windsor		

By-Law Number 2024-081

Being a by-law to amend By-law 2023-015 to appoint directors to the Board of Management for the Business Improvement Area for the term of Council 2022-2026

Whereas the Council of The Corporation of the Town of Tecumseh (Town) passed Bylaw 1999-58, to enlarge the area designated as an improvement area;

And whereas on October 29, 1999, the Ontario Municipal Board approved said By-law No. 1999-58;

And whereas the Council of the Town of Tecumseh passed By-laws 2005-79 and 2016-12, amending the area designated as an improvement area;

And whereas Section 204(3) of the *Municipal Act, S.O. 2001* c. 25 provides that the Board of Management for the improvement area shall be composed of one or more directors appointed by the municipality and the remaining directors selected by a vote of the membership of the improvement area and appointed by the municipality;

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

- 1. **That** Heba Al Faouri be appointed to the Business Improvement Area Board of Management for the remaining term of November 14, 2026, or until such time Council appoints new members.
- 2. **That** the said Board of Management members listed in by-law 2023-015 be repealed and replaced with the following members:
 - Lauren Carcelen
 - Jules Champoux
 - Leo Demarce
 - Heba Al Faouri
 - Eddy Mohamad Hammoud
 - Josh Shepley
 - Sandra Zanet

Read a first, second, third time and finally passed this 24th day of September, 2024.

Gary McNamara, Mayor

Robert Auger, Clerk

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.

Meeting Date: September 24, 2024

Page 2 of 2 Unfinished Regular Council Business

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.

By-Law Number 2024-082

Being a by-law to confirm the proceedings of the September 24, 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 24, 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 24, 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.

Gary McNamara, Mayor

Robert Auger, Clerk