

## Regular Council Meeting Agenda

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

Pages

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

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

- G. Disclosure of Pecuniary Interest
- H. Minutes

1. Regular Council Meeting - November 12, 2024

10 - 18

**Recommendation**

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

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

**That** the November 12, 2024 minutes of the Regular Council Meeting as were delivered to the members, **be adopted**.

**I. Supplementary Agenda Adoption**

**J. Consent Agenda Items**

1. CAO-PC-2024-10 Health & Safety Policy No. 7 19 - 24
2. CRS-2024-25 2024 Pathway to Potential Funding Agreement 2024 25 - 59

**Recommendation**

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

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

**That** Reports CAO-2024-10 Health & Safety Policy No. 7 and CRS-2024-25 Pathway to Potential Funding Agreement 2024 **be received and that the respective recommendations noted is the reports be approved**.

**K. Delegations**

1. Town Recognition of Alicia Ristic, Owner, Art Galia
2. Town Recognition of Linda Morais, Wrestler, Team Canada
3. Asset Management Plan Update

Re: Director Public Works & Engineering Services, Phil Bartnik; Director Financial Service & Chief Financial Officer, Tom Kitsos , Project Technician, Joe Lappalainen, Financial Services Supervisor, Nick Meloche

- a. PWES-2024-59 2024 Asset Management Plan Update Version 4 60 - 84

**Recommendation**

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

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

**That** report PWES-2024-59 Asset Management Plan Update - Version 4 **be received**;

**And that**, following a review period, Administration **bring forward** a report to Council on December 10, 2024 recommending the adoption of the updated Asset Management Plan -Version 4.

**L. Communications**

1. For Information:

a. Municipality of Wawa dated November 19, 2024

85 - 86

Re: Resume the Assessment Cycle

**Recommendation**

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

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

**That Communications for Information 1 as listed on the Tuesday, November 26, 2024 Regular Council, be received.**

2. For Action:

**M. Update from County Council and Boards**

**N. Committee Minutes**

1. Tecumseh Housing Advisory Panel - August 28, 2024

87 - 93

**Recommendation**

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

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

**That the August 28, 2024 minutes of the Tecumseh Housing Advisory Panel as were delivered to the members, be accepted.**

**O. Reports**

1. Development Services

- a. DS-2024-37 Tecumseh Transit Service (TTS) One Year Extension of Transit Delivery and Maintenance Services Agreement with First Canada ULC

**Recommendation**

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

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

**That** Report DS-2024-37 entitled “Tecumseh Transit Service (TTS) One-Year Extension of Transit Delivery and Maintenance Services Agreement with First Canada ULC” **be received;**

**And that** a By-law authorizing the execution of an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which facilitates a one-year extension to the existing contract for the period January 1, 2025 to December 31, 2025, in accordance with DS-2024-37, **be considered** for first, second, third and final reading.

- b. DS-2024-38 Tecumseh Transit Service- Purchase of Three Accessible Electric Transit Buses and Associated Charging Infrastructure - Awarding of Tender

**Recommendation**

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

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

**That** Report DS-2024-38 entitled “Tecumseh Transit Service, Purchase of Three Accessible Electric Transit Buses and Associated Charging Infrastructure – Awarding of Tender,” **be received;**

**And that** the tender to purchase three Karsan e-Jest electric transit buses and two Express 250 Smart DC Fast Charging stations in the proposed amount of \$1,282,583 plus HST **be awarded** to Damera Bus Sales Canada Corp. subject to the successful negotiation of a purchasing agreement.

- c. DS-2024-39 Deferred Town Contribution to ERCA Land Acquisition Program: Clean Water - Green Spaces Program

103 - 114

**Recommendation**

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

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

**That** Report DS-2024-39 titled “Deferred Town Contribution to ERCA Land Acquisition Program: Clean Water-Green Spaces Program” **be received**;

**And that** direction be given to Administration **to engage** with ERCA **to evaluate** its new Land Acquisition Program, and **to review alternatives** for ecological stewardship or similar programs with a report to Council prior to deliberations for the 2026 operating budget;

**And further that** Council **defer** the Town’s 2025 estimated contribution of \$50,115 to ERCA’s Land Acquisition Program;

**And further that** the deferred commitments for both 2024 and 2025 **be transferred** to a designated Reserve.

2. Public Works & Engineering Services

- a. PWES-2024-54 Urban Forestry and Naturalization Master Plan - Award of Consulting Services

115 - 120

**Recommendation**

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

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

**That** Report PWES-2024-54 Urban Forestry and Naturalization Management Plan **be received**;

**And that** Council **award** the Consulting Services for the Urban Forestry and Naturalization Management Plan in the amount of \$197,696.50 excluding HST to Dillon Consulting Ltd.;

**And further that** By-Law 2024-102 be considered for first, second, third and final reading, **to authorize** the Mayor and Clerk to execute and agreement, satisfactory in form to the Town’s solicitor, with Dillon Consulting Ltd.;

**And further that** project funding allocations, reflecting a total budget requirement of \$272,408 with a \$72,408 increase to the original allocation **be approved** as follows:

- Infrastructure Reserve – increase from \$200,000 to \$272,408.

- b. PWES-2024-55 Intact Municipal Climate Resiliency Grants Program, Tecumseh Tree Planting 121 - 125

**Recommendation**

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

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

**That** Report PWES-2024-55 Intact Municipal Resiliency Grants Program, Tecumseh Tree Planting Program, **be received**;

**And that** Administration **be authorized** to submit an application to Intact for funding under the Municipal Climate Resiliency Grants Program for Tecumseh’s Tree Planting Program;

**And further that** the Director Financial Services & Chief Financial Officer and Director Public Works & Engineering Services **be authorized** to sign any required documents necessary to complete the application and the subsequent documentation for the Municipal Climate Resiliency Grants Program.

- c. PWES-2024-56 Canada Housing Infrastructure Fund CHIF Fall 2024 Intake 126 - 132

**Recommendation**

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

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

**That** Report PWES-2024-56 Canada Housing Infrastructure Fund, Direct Delivery Stream – Tecumseh Hamlet Gouin Stormwater Management Facility, **be received**;

**And that** Administration **be authorized** to submit an application to the federal government for funding under the Canada Housing Infrastructure Fund for a future commitment to the Tecumseh Hamlet Gouin Stormwater Management Facility;

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

- d. PWES-2024-57 Backflow Prevention By-law 133 - 137

**Recommendation**

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

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

**That Report PWES-2024-57 Backflow Prevention By-Law be received;**

**And that Backflow Prevention By-Law 2024-099 be considered for first, second, third and final readings;**

**And further that By-Law 2001-68 Backflow Prevention be repealed.**

- e. PWES-2024-58 Water and Wastewater Rates for 2025 138 - 146

**Recommendation**

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

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

**That Report PWES-2024-58 Water and Wastewater Rates for 2025, be received;**

**And that By-law 2024-100 be considered for first, second, third and final reading, to adopt the water and wastewater rates for 2025, based on the recommendation of the 2023 Town of Tecumseh Water and Wastewater Rate Study.**

**P. By-Laws**

1. By-Law 2024-091 Transit Agreement - First Canada ULC 147 - 150

Being a by-law to authorize the execution of an amendment to the Agreement between The Corporation of the Town of Tecumseh and First Canada ULC for transit delivery and maintenance services

2. By-Law 2024-098 Pathways to Potential – City of Windsor 151 - 182

Being a By-Law to authorize the execution of a Service Agreement between The Corporation of the Town of Tecumseh and the City of Windsor to administer funds for the Pathway to Potential Program for the year 2024

3. By-Law 2024-099 Backflow Prevention By-Law 183 - 202

Being a By-Law to regulate cross-contaminations and backflow prevention in private plumbing systems to protect the Town of Tecumseh's Water Supply system from contamination

4. By-Law 2024-100 Water and Wastewater Rates for 2025 - First and Second Readings 203 - 207

Being a by-law to establish the water and wastewater rates for the year 2025

5. By-Law 2024-102 Tender Award for Consulting Services - Urban Forestry and Naturalization Plan 208 - 244

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Dillon Consulting Ltd for the Consulting Services for the Urban Forestry and Naturalization Management Plan

**Recommendation**

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

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

**That**

**Be given** first and second reading.

**Recommendation**

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

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

**That**

**Be given** third and final reading.

**Q. Unfinished Business**

1. November 26, 2024 245 - 246

**R. New Business**

**S. Motions**

1. Town Award Recipient Pins

This motion is brought forward by Councillor Rick Tonial.

**\*The motion is withdrawn at the mover's request.**



**Recommendation**

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

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

**That** By-Law 2024-103 being a by-law to confirm the proceedings of the Tuesday, November 26, 2024, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

**T. Notices of Motion**

**U. Next Meeting**

Tuesday, December 10, 2024

4:00 pm Special Council Meeting - Housing Accelerator Fund - Initiative No. 1

5:30 pm Public Council Meeting - Zoning By-Law Amendment - 1539 Shawnee Road

6:00 pm In Camera Personnel Meeting

7:00 pm Regular Council Meeting

**V. Adjournment**

**Recommendation**

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

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

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

## Regular Meeting of Council

### Minutes

Date: Tuesday, November 12, 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, Brian Houston  
Councillor, Tania Jobin  
Councillor, Rick Tonial

#### Absent:

Councillor, Alicia Higgison

#### Also Present:

Chief Administrative Officer, Margaret Misk-Evans  
Director Legislative Services & Clerk, Robert Auger  
Director Public Works & Engineering Services, Phil Bartnik  
Director Community Safety & Fire Chief, Wade Bondy  
Director Technology & Client Services, Shaun Fuerth  
Director Community & Recreation Services, Beth Gignac  
Director Development Services, Brian Hillman  
Director Financial Services & Chief Financial Officer, Tom Kitsos  
Deputy Clerk & Manager Legislative Services, Jennifer Alexander  
People & Culture Advisor, Amanda Schram

#### **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 5:30 pm in accordance with and as permitted with Section 239 (2) (c) and (h) of the Municipal Act, 2001, which states that a meeting or part of a meeting may be closed to the public if the subject matter relates to:

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

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

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

**D. Moment of Silence**

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

**E. National Anthem**

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

**F. Land Acknowledgement**

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

**G. Disclosure of Pecuniary Interest**

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

**H. Minutes**

**1. Regular Council Meeting - October 22, 2024**

**Motion: RCM - 260/24**

Moved by Councillor Brian Houston  
Seconded by Councillor Rick Tonial

**That** the October 22, 2024 minutes of the Regular Council Meeting, as were delivered to the members, **be adopted**.

Carried

**I. Supplementary Agenda Adoption**

There are no supplementary agenda items.

**J. Consent Agenda Items**

There are no Consent Agenda items presented to Council.

**K. Delegations**

There are no Delegations presented to Council.

**L. Communications**

**1. For Information:**

- a. Western Ontario Wardens Caucus dated November 4, 2024  
Re: Support for Ontario Big City Mayors Caucus, Solve the Crisis Campaign
- b. Municipality of Wawa dated November 5, 2024  
Re: Green Roads Pilot Project
- c. Township of North Glengarry dated October 28, 2024  
Re: AMCTO Recommendations for Updates to the Municipal Elections Act

**Motion: RCM - 261/24**

Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**That** Communications - For Information 1 through 3 as listed on the Tuesday, November 12, 2024 Regular Council Agenda, **be received.**

Carried

**2. For Action:**

- a. Township of North Glengarry dated October 28, 2024  
Re: AMCTO Recommendations for Updates to the Municipal Elections Act

**Motion: RCM - 262/24**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Rick Tonial

**That** the Town of Tecumseh support the resolution from North Glengarry dated October 28, 2024 with the following:

**Whereas** election rules need to be clear, supporting candidates and voters in their electoral participation and election in running elections;

**And whereas** the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities;

**And whereas** the Municipal Elections Act, 1996 (MEA) will be 30 years old by the next municipal and school board elections in 2026;

**And whereas** the MEA sets out the rules for local elections, the Assessment Act, 1990 and the Education Act, 1990 also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario;

**And whereas** with rules across three pieces of legislation, and the MEA containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill;

**And whereas** the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce;

**And whereas** while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges;

**And whereas** to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities;

**And whereas** the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration;

**And whereas** AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections;

**Now therefore be it resolved that** the Council of the Town of Tecumseh calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections.

**And further that** that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing; the Minister of Education; the Minister of Public and Business Service Delivery; Minister of Finance; the Premier of Ontario; the Local Member of Provincial Parliament; AMCTO; the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities, to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign

interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities.

Carried

**M. Update from County Council and Boards**

**Essex County Library Board**

A Member advised that summer programs at the Cada Library saw increased enrolment this year over previous years.

**N. Committee Minutes**

There are no Committee Minutes presented to Council.

**O. Reports**

**1. Development Services**

- a. DS-2024-36 Zoning By-Law Amendment 1539 Shawnee Scheduling of a Public Meeting

**Motion: RCM - 263/24**

Moved by Councillor Rick Tonial  
Seconded by Councillor Brian Houston

**That** the scheduling of a public meeting to be held on Tuesday, December 10, 2024 at 5:30 p.m., in accordance with the *Planning Act*, for a zoning by-law amendment application pertaining to an 802 square metre (8,637 square foot) parcel of land situated on the west side of Shawnee Road, approximately 64 metres (209 feet) south of its intersection with Brouillette Court (1539 Shawnee Road), seeking to amend Zoning By-law 1746 by rezoning the subject land from “Residential Type Two Zone (R2)” to a site-specific “Residential Type Two Zone (R2-27)” to permit a one-storey, semi-detached dwelling and establish site-specific lot provisions, **be authorized.**

Carried

**2. Financial Services**

- a. FS-2024-18 Budget Variance Report - August 2024

**Motion: RCM - 264/24**

Moved by Councillor Rick Tonial  
Seconded by Deputy Mayor Joe Bachetti

**That** Report FS-2024-18 Budget Variance Report – August 2024, showing a projected tax-supported surplus of \$293,536 and a rate-supported deficit of \$111, 295 **be received**.

Carried

**3. Public Works & Engineering Services**

- a. PWES-2024-52 Trans Canada Trail Registration Multi-Use Pathways - Riverside Drive and Brighton Road

**Motion: RCM - 265/24**

Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** Report PWES-2024-52 Trans Canada Trail Registration, Town of Tecumseh Multi-Use Pathways: Riverside Drive (from the City of Windsor to Brighton Road) and Brighton Road (from Riverside Drive to the Tecumseh Road Roundabout), **be received**;

**And that** By-Law 2024-090 **be considered** for first, second, third and final reading, to authorize the Mayor and Clerk to execute the Registration Agreement with the Trans Canada Trail, which will enable application to the Trans Canada Trail's Capital Improvement Program.

Carried

- b. PWES-2024-53 Xplore Inc. Telecommunications Municipal Access Agreement

**Motion: RCM - 266/24**

Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**That** Report PWES-2024-53 Telecommunications Municipal Access Agreement **be received**;

**And that** By-Law 2024-093 **be considered** for first, second, third and final reading, to authorize the Mayor and Clerk to execute a Telecommunications Municipal Access Agreement, satisfactory in form to the Town's Solicitor, with Xplore Inc. and Xplore Fibre L.P.

Carried

**P. By-Laws****1. By-Law 2024-090 Trans Canada Trail Registration Agreement**

Being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and Trans Canada Trail - Le Sentier Transcanadien

**2. By-Law 2024-092 DMAF - Cedarwood Sanitary Pump Station**

Being a By-Law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, as represented by the Minister of Housing, Infrastructure and Communities

**3. By-Law 2024-093 Municipal Access Agreement - Xplore Inc.**

Being a by-law to authorize the execution of a Municipal Access Agreement between the Corporation of the Town of Tecumseh and Xplore Fibre L.P.

**4. By-Law 2024-094 Oldcastle Heights Residential Subdivision - Model Home Permits**

Being a by-law to amend By-Law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol affecting Lots 17 & 21 and Blocks 76 & 83, 12M-709 - Oldcastle Heights Residential Subdivision

**Motion: RCM - 267/24**

Moved by Councillor Brian Houston  
Seconded by Councillor Rick Tonial

**That** By-Law 2024-090 being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and Trans Canada Trail – Le Sentier Transcanadien;

**That** By-Law 2024-092 being a By-law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, as represented by the Minister of Housing, Infrastructure and Communities;

**That** By-Law 2024-093 being a by-law to authorize the execution of a Municipal Access Agreement between The Corporation of the Town of Tecumseh and Xplore Fibre L.P.;

**That** By-Law 2024-094 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol affecting Lots 17 & 21 and Blocks 76 & 83, 12M-709 – Oldcastle Heights Residential Subdivision.



**Be given** first and second reading.

Carried

**Motion: RCM - 268/24**

Moved by Councillor James Dorner  
Seconded by Councillor Brian Houston

**That** By-Law 2024-090 being a by-law to authorize the execution of an Agreement with The Corporation of the Town of Tecumseh and Trans Canada Trail – Le Sentier Transcanadien;

**That** By-Law 2024-092 being a By-law to authorize the execution of an Agreement with His Majesty the King of Right of Canada, as represented by the Minister of Housing, Infrastructure and Communities;

**That** By-Law 2024-093 being a by-law to authorize the execution of a Municipal Access Agreement between The Corporation of the Town of Tecumseh and Xplore Fibre L.P.;

**That** By-Law 2024-094 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Removal of Holding (H) Zone Symbol affecting Lots 17 & 21 and Blocks 76 & 83, 12M-709 – Oldcastle Heights Residential Subdivision.

**Be given** third and final reading.

Carried

**Q. Unfinished Business**

**1. November 12, 2024**

The Members receive the Unfinished Business listing for Tuesday, November 12, 2024.

**R. New Business**

There are no New Business items presented to Council.

**S. Motions**

**1. Confirmatory By-Law 2024-095**

**Motion: RCM - 269/24**

Moved by Councillor Rick Tonial  
Seconded by Councillor James Dorner

**That** By-Law 2024-095 being a by-law to confirm the proceedings of the Tuesday, November 12, 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 Notice of Motions presented to Council.

**U. Next Meeting**

Tuesday, November 26, 2024

4:30 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

**V. Adjournment**

**Motion: RCM - 270/24**

Moved by Councillor Rick Tonial  
Seconded by Councillor James Dorner

**That** there being no further business, the Tuesday, November 12, 2024 meeting of the Regular Council **be adjourned** at 7:43 pm.

Carried

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Gary McNamara, Mayor

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Robert Auger, Clerk



## The Corporation of the Town of Tecumseh

Chief Administrative Officer - People & Culture

**To:** Mayor and Members of Council  
**From:** Michelle Drouillard, Director People and Culture  
**Date to Council:** November 26, 2024  
**Report Number:** CAO-PC-2024-10  
**Subject:** Health and Safety Policy No. 7 Annual Review

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### Recommendations

It is recommended:

**That** Health and Safety Policy No. 7, as reviewed for the year 2024, in accordance with Section 25(2)(j) of the Occupational Health and Safety Act, **be approved;**

**And that** Health and Safety Policy No. 7 **be posted** in all Municipal Buildings.

### Background

Section 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1. (Act), states an employer shall “prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy.”

### Comments

#### Health and Safety Policy No. 7

The Health and Safety Policy states:

“The Corporation of the Town of Tecumseh is vitally interested in the health and safety of its employees. A major ongoing objective is to protect employees from workplace

injury or illness. The Corporation of the Town of Tecumseh makes every effort to provide a healthy and safe work environment. All supervisors and workers must be dedicated to the objective of reducing the risk of injury and illness.”

As the employer, the Corporation is ultimately responsible for the health and safety of all its workers.

The Chief Administrative Officer and Members of Council are committed to taking every reasonable precaution to protect workers from harm.

Directors and Managers and Supervisors are accountable for the health and safety of workers under their supervision and are responsible for ensuring that machinery and equipment are safe, and that workers follow established safe work practices and procedures.

All employees must receive adequate training in their specific work tasks to protect their health and safety. All employees have received the training necessary for their respective positions within the Corporation.

Every employee, sub-contractor and employee of a sub-contractor must also protect his/her own health and safety by following the law, and the Corporation’s safe work practices and procedures. Additionally, they must report all hazards immediately to a Director and/or Manager and/or Supervisor.

In accordance with the Act, the Health and Safety Policy has been reviewed by the Joint Health and Safety Committee.

There have been no recommended changes to the Policy for 2024.

A copy of the Health and Safety Policy is attached as Appendix 1.

## **Consultations**

Chief Administrative Officer  
Joint Health and Safety Committee

## **Financial Implications**

There are no direct cost implications associated with Health & Safety policies.

Health and safety practices/procedures, as well as employee training, are legislated requirements that prevent workplace injuries. Workplace injuries can create financial implications such as loss of work and employee health care.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website     Social Media     News Release     Local Newspaper

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

Prepared by:

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

Reviewed by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Health and Safety Policy



# The Corporation of the Town of Tecumseh

## Policy Manual

**Policy Number:** 7

**Effective Date:** November 26, 20204

**Supersedes:** RCM 292/07 - August 28, 2007  
RCM 285/09 - August 11, 2009  
RCM 91/11 - March 8, 2011  
RCM 338/12 - October 9, 2012  
RCM 189/13 - June 25, 2013  
RCM 290/14 – July 8, 2014  
RCM 90/15 – March 24, 2015  
RCM 230/16 – June 28, 2016  
PPC 04/17 – August 8, 2017  
PPC 09/18 – October 9, 2018  
PPC 05/19 - October 22, 2019  
RCM 365/19 – November 12, 2019  
RCM 265/20 - September 15, 2020  
PC 05/21 – November 9, 2021  
RCM 330/20 – December 13, 2022  
RCM 328/23 – November 28, 2023

**Approval:** PPC 330/24 – November 26, 2024

**Subject:** Health and Safety Policy

### 1.0 Purpose

1.1 The Corporation of the Town of Tecumseh is vitally interested in the health and safety of its employees. A major ongoing objective is to protect employees from workplace injury or illness. The Corporation of the Town of Tecumseh makes every effort to provide a healthy and safe work environment. All supervisors and workers must be dedicated to the objective of reducing the risk of injury and illness.

### 2.0 Scope

1.2 As an employer, The Corporation of the Town of Tecumseh is ultimately responsible for worker health and safety. As Chief Administrative Officer and Members of Council, we are committed to taking every reasonable precaution to protect workers from harm. Legislative requirements will serve as minimum acceptable standards for the Town of Tecumseh.

- 1.3 Supervisors are accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that workers follow established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.
- 1.4 Every employee, sub-contractor and employee of a sub-contractor must protect his/her own health and safety by following the law, and The Corporation of the Town of Tecumseh's safe work practices and procedures. All hazards must be immediately reported to a supervisor.
- 1.5 All parties are expected to consider health and safety in every activity. Commitment to health and safety must form an essential part of this organization from the Chief Administrative Officer to the workers.

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Margaret Misek-Evans  
Chief Administrative Officer

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Gary McNamara  
Mayor





## The Corporation of the Town of Tecumseh

Community & Recreation Services

**To:** Mayor and Members of Council

**From:** Beth Gignac, Director Community & Recreation Services

**Date to Council:** November 26, 2024

**Report Number:** CRS-2024-25

**Subject:** Pathway to Potential Funding Agreement 2024

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### Recommendations

It is recommended:

**That** Report No. CRS-2024-25 Pathway to Potential Agreement 2024 **be received;**

**And that** The Corporation of the Town of Tecumseh **enter into an Agreement** with The Corporation of the City of Windsor for the Pathway to Potential Program for budget year 2024, at no cost to the Town;

**And further that** By-Law 2024-097 **be considered** for first, second, third and final readings.

### Background

Since 2013, the Tecumseh Community & Recreation Services Department has been administering funding programs to assist low-income families with access to recreation programs. The original program titled the National Child Benefit Reinvestment Program has evolved over the years into the Pathway to Potential (P2P) program that is administered through the City of Windsor Human & Health Services Department and is funded by both the City of Windsor and the County of Essex.

The P2P program was designed to align with the Ontario government's Poverty Reduction Strategy and involved a comprehensive, multi-year agenda to reduce

poverty, mobilize the community to promote awareness, and engage the development and implementation of strategies to reduce the poverty rates in Windsor and Essex County.

Each year, the Town of Tecumseh enters into a Service Agreement for the P2P program and the City of Windsor transfers monthly payments to the Town. The Community & Recreation Services Department administers the funding and quarterly reconciliation reports are submitted to the City.

In 2023, the Tecumseh Community & Recreation Services Department assisted 99 individuals with the P2P funding program that allowed them to participate in 110 programs such as skating, soccer, art, hockey, swimming, dance, music, gymnastics, babysitting, cheer, and day camp. P2P also helped fund 26 Town activities and events which saw attendance of over 13,000 individuals.

## Comments

On September 24, 2024, Administration received confirmation via email from the Manager of Social Policy & Planning for the City of Windsor that the 2024 P2P funding amount for the Town of Tecumseh is \$40,000. Following this, Tecumseh Community & Recreation Services Department has been administering the P2P program in accordance with this service arrangement. Monthly cash flow has been received from the City and Tecumseh Community & Recreation Services Department has submitted the required reconciliation reports.

In early November, Administration received the 2024 Service Agreement from the Corporation of the City of Windsor for the Pathway to Potential program (Attachment 1).

According to the Service Agreement:

The Town of Tecumseh will offer children, youth, adults and seniors living on low income the opportunity to participate in any program offered through the Community & Recreation Services Department at 10 percent of the program cost.

The Town of Tecumseh will establish partnerships with various Community Organizations that will also offer children, youth, adults and seniors living on low income the opportunity to participate in recreational and sports activities offered through the Community Organizations at 10 percent of the program cost.

Programs have the option to budget for “universal activities” in conjunction with efforts to promote and include children and youth from low-income families in those activities. For example, a free swim and free skate can be sponsored using P2P dollars. For these events, acknowledgement of P2P must be provided where applicable (e.g., posters, notices).

## Consultations

Legislative Services & Clerk  
Financial Services  
Chief Administrative Officer

## Financial Implications

The Town of Tecumseh will be receiving \$40,000 in funding for the 2024 Pathway to Potential program.

\$10,000 of the annual funding is allocated towards universal activities, such as free recreational programming and events.

\$4,000 of the annual funding is allocated towards administrative fees that support the administration of the funding program.

\$26,000 of the annual funding is allocated towards providing direct assistance for registration fees in recreational programs, both internal programs offered through the Community & Recreation Services Department and external programs offered through sports and cultural organizations such as Tecumseh Recreational Soccer, Tecumseh Skating and Rose City Gymnastics.

In the past the Town has utilized all its allocation annually and anticipates doing so again in 2024.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Brett Palmer  
Senior Manager Recreation Services

Reviewed by:

Beth Gignac, BA Hons  
Director Community & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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

**SERVICE AGREEMENT**

**Basic Provisions: Pathway to Potential Service Contract**

**B-1.** The following are certain basic provisions of this Agreement, which are part of this Agreement, and which are correspondingly referred to in the General Provisions, Special Provisions and Schedules of this Agreement:

<b>Item</b>	<b>Provision</b>
(a) Name & Address of Corporation:	<b>THE CORPORATION OF THE CITY OF WINDSOR</b> Att'n: Human and Health Services Commissioner 400 City Hall Square East, Suite 301 Windsor, Ontario, N9A 7K6
(b) Name & Address of Service Provider:	<b>THE CORPORATION OF THE TOWN OF TECUMSEH</b> Att'n: Brett Palmer, Senior Manager Recreation Services 12021 McNorton Street Tecumseh, Ontario, N8N 3Z7
(c) Initial Signing date:	_____
(d) Authorization:	Council Resolution: B15/2017
(e) Term:	<u>January 1, 2024 - December 31, 2024</u>
(f) Commencement Date:	<u>January 1, 2024</u>

**B-2.** This Agreement consists of these Basic Provisions, the attached General Provisions, Special Provisions and Schedules, as well as any other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.

**B-3.** In the event of any inconsistency or conflict in this Agreement between the Basic Provisions, Special Provisions, General Provisions and Schedules, then the terms, covenants and conditions of this Agreement shall prevail in the following order:

- (a) Basic Provisions
- (b) Special Provisions
- (c) Schedules
- (d) General Provisions

Amendments bearing later dates shall prevail within each of the above noted categories of this Agreement.

**B-4.** Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf respectively.

**SIGNED, SEALED AND DELIVERED**

Authority  
B15/2017  
Approved as to  
Form and Content  
KT  
Legal Counsel

Authority  
B15/2017  
Approved as to  
Technical Content  
  
Manager of Social  
Policy and Planning

Authority  
B15/2017  
Approved as to  
Financial Content  
  
City Treasurer and  
CFO

) **THE CORPORATION OF THE CITY OF WINDSOR**

)  
)  
)  
) Signature: \_\_\_\_\_

) Name: Andrew Daher

) Title: Human and Health Services  
Commissioner

) I have the authority to bind the Corporation

) **THE CORPORATION OF THE TOWN OF TECUMSEH**

) Signature: \_\_\_\_\_

) Name: Gary McNamara

) Title: Mayor

) Signature: \_\_\_\_\_

) Name: Robert Auger

) Title: Director Legislative Services & Clerk

) We have the authority to bind the Corporation

**APPROVED BY THE CHIEF  
ADMINISTRATIVE OFFICER**

**(The Corporation of the City of Windsor)  
THIS \_\_\_ DAY OF \_\_\_\_\_,**

(Second signature by CAO only required if the net City contribution relative to the Service Contract exceeds \$150,000.00 or is in excess of \$1,000,000.00 gross contribution.)

## **SPECIAL PROVISIONS**

### **Pathway to Potential**

#### **S-1.0 Interpretation**

1.1 In this Agreement,

- (a) “Corporate Staff” means the staff of the Corporation of the City of Windsor authorized to exercise the rights and perform the duties of the Corporation under this Agreement.
- (b) “Low Income” means total family income falling at or below the Low Income Cut Off as defined by Statistics Canada and outlined in Schedule C.
- (c) “P2P” means the municipally/county funded Pathway to Potential poverty reduction strategy.

#### **S-2.0 P2P Funding**

2.1 The Service Provider receiving P2P funding from the Corporation agrees to comply with all of the conditions and requirements set out by the Corporation under this initiative and in accordance with the Pathway to Potential Windsor-Essex Poverty Reduction Strategy 2024 – 2028, Program Implementation Guides and other related procedures located in the P2P SharePoint Portal, as follows:

##### 2.1.1 Service Objectives

Programming and services delivered by the Service Provider through P2P must offer Windsor-Essex residents a range of opportunities in alignment with strategic objectives identified within the Pathway to Potential Windsor-Essex Poverty Reduction Strategy 2024 - 2028:

1. Identify priority neighbourhoods.
2. Develop framework for neighbourhood strengthening.
3. Launch and support Neighbourhoods Programs.
4. Establish Regional Neighbourhood Council.
5. Establish a citizen-centred approach to the delivery of P2P-funded programs.
6. Increase awareness of regional affordability programs available for Windsor-Essex individuals and families living with poverty.
7. Expand the Transit Affordable Pass Program throughout the Windsor-Essex region.
8. Adopt the Government of Canada’s Quality of Life framework for measuring impact.
9. Establish a governance framework for collecting and managing data generated from P2P-funded programs and initiatives.
10. Establish a Policy & Research Resource Committee.

##### 2.1.2 Eligible Services

The range of eligible services provided by the Service Provider could be grounded in, or intersect with, the 2024 - 2028 priorities identified by Pathway to Potential:

1. Strengthening Priority Neighbourhoods
2. Advancing Affordable Regional Programs
3. Measuring Regional Programs



### 2.1.3 Performance Measures

All P2P funded programs will be evaluated based on the outcome measures as set out by the Corporation and the Service Provider.

### **S-3.0 Service Description**

- 3.1 The Service Provider shall provide the services outlined in Schedule A.
- 3.2 Services will be delivered to individuals who reside in Windsor-Essex County and are identified as living on a Low Income.
- 3.3 It is expected that this funding will meet the targets as outlined in the attached Budget Schedule. If targets are not achieved to the level indicated in the Budget Schedule, the Corporation may request that funds in an amount reflective of the underachieved targets be returned to the Corporation.

### **S-4.0 Payment**

- 4.1 The Corporation agrees to pay the Service Provider the fees outlined in Schedule B and Budget Schedule subject to the Service Provider complying with paragraphs S-6.0 and S-7.0.

### **S-5.0 Termination of the Agreement**

The Corporation in its sole and absolute discretion may terminate the Agreement upon seven days written notice to the Service Provider.

### **S-6.0 Records and Reporting Requirements**

- 6.1 The Service Provider shall submit to the Executive Director or Designate, a quarterly Report in the form as set out in Schedule E for all services provided pursuant to the terms of this Agreement during the previous quarter within ten (10) business days following the first day of the preceding month.
- 6.2 The quarterly reports will describe all related activities being performed on behalf of the Corporation, including the number of individuals served.
- 6.3 The Service Provider shall submit all required records and reports in formats developed with, or provided by the Corporation within the requested timeframe.
- 6.4 The Service Provider shall submit a Record of Expenditures on a quarterly basis in the format outlined in Schedule D. The Executive Director or Designate will review all Record of Expenditures for approval and processing of payment in keeping with the terms of this agreement.
- 6.5 The Service Provider shall maintain a separate ledger for P2P funding.

### **S-7.0 Recognition of the Contribution of P2P**

- 7.1 The Service Provider shall give appropriate recognition of the contribution of P2P to the Program in its publicity and signage related to the Program, including any information provided to the public on any email, brochure, website or social media account maintained by the Service Provider.
- 7.2 The Service Provider agrees to display such signs, plaques or symbols as P2P or the Corporation may provide in such locations on its premises as P2P may designate.
- 7.3 The Service Provider shall:
  - (a) Cooperate with the Corporation during the first announcement of funding and in any subsequent official ceremonies relating to the promotion of the Program.
  - (b) Give appropriate recognition, in terms and in a form and manner satisfactory to the Corporation, of the contribution of P2P in all communication activities relating to the Program.

- (c) Notify the Corporation in advance of any and all such communication activities mentioned in clause (b).
- (d) Display such signs, plaques or symbols provided by the Corporation or as may be provided to the Corporation by P2P.

## **SCHEDULE A Pathway to Potential**

### **THE CORPORATION OF THE TOWN OF TECUMSEH**

#### **SERVICE DESCRIPTION**

##### **RECREATION ASSISTANCE PROGRAM**

The Town of Tecumseh Recreation Department will offer children 0 to 17 years, adults and seniors living in low-income the opportunity to participate in any program offered through the Recreation Department at 10% of the program cost.

The Town of Tecumseh Recreation Department will establish partnerships with various Community Organizations that will also offer children 0 to 17 years, adults and seniors living in low-income the opportunity to participate in recreational and sports activities offered through the Community Organizations at 10% of the program cost.

The Town of Tecumseh Recreation Department will be responsible for:

- determining which organizations allow the greatest exposure for recreational opportunities
- ensuring a variety of programs
- coordinating a variety of programs to run through-out the year
- ensuring collaboration among organizations that offer similar services

Participants will be able to participate in one program per session.

Program funding will not be used toward assistance with equipment costs for any of the programs.

The Town of Tecumseh Recreation Department will be responsible for determining an individual's eligibility for the programs using the guidelines provided in Schedule C.

##### **UNIVERSAL PROGRAMMING**

Programs have the option to allocate up to 20% of the budget for “universal activities”, in conjunction with efforts to promote and include children and youth from low-income families in those activities. For example, a free swim and free skate can be sponsored using P2P dollars. However, acknowledgement of P2P must be provided where applicable (e.g. posters, notices).

Eligible universal programming initiatives must:

- Directly benefit residents
- Provide an opportunity for all residents to participate
- Be free and accessible
- Incorporate recreational and/or cultural activities
- Be offered as a one-time event or on a non-recurring basis (ie/ offering the initiative over 5 consecutive weeks)

Eligible expenses include:

- Facility rental fees
- Activity-related supplies and materials
- Promotional materials including swag, banners, flyers

Ineligible expenses include:

- Capital and equipment purchases
- Staff training and/or development

## **SCHEDULE B**

### **Pathway to Potential**

Monthly cash flows will be reconciled at the end of each quarter; March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>. Any unused funds at the end of the funding period are to be returned to the Corporation. The total maximum expenditures that can be claimed and paid is \$40,000.00.

An Estimated Cash Flow Forecast is required for the following time period: January 1, 2024 – December 31, 2024. The Estimated Cash Flow Forecast shall be submitted thirty (30) days prior to the commencement of the period noted above.

## SCHEDULE C

### Low Income Cut-Off

#### PATHWAY TO POTENTIAL PROGRAM PARTICIPANTS

<b>SIZE OF FAMILY UNIT</b>	<b>MAXIMUM FAMILY INCOME LEVEL</b>
<b>1 PERSON</b>	<b>\$26,290.00</b>
<b>2 PERSONS</b>	<b>\$32,727.00</b>
<b>3 PERSONS</b>	<b>\$40,234.00</b>
<b>4 PERSONS</b>	<b>\$48,851.00</b>
<b>5 PERSONS</b>	<b>\$55,404.00</b>
<b>6 PERSONS</b>	<b>\$62,488.00</b>
<b>7 OR MORE PERSONS</b>	<b>\$69,571.00</b>

Chart is based on Stats Canada – Low income cut-offs (1992 base) before tax for the most current year available (2023). Community size 100,000 to 499,999. Please note: LICO amounts are subject to change as data are processed by Statistics Canada for the most recent year available.

Family Income can be determined through the following documents:

- The most current Notice of Assessment from Canada Revenue Agency (line 236) \*
- The most current Canada Child Tax Benefit Notice (CCB) (family net income) \*
- Ontario Child Benefit Notice (family net income) \*
- Verification of current Ontario Works Benefits
- Verification of current Ontario Disability Support Program Benefits
- Verification of Guaranteed Income Supplement

If income documentation from the previous year is not available, government issued or authorized documentation including, but not limited to, the Government of Canada-issued Canada Ukraine Authorization for Emergency Travel (CUAET).

\* If a family's income has changed from the income listed in these documents, once verification of change in employment or employment status is obtained, the income can be recalculated using the gross figures (before tax) from current paystubs.

## SCHEDULE D

The Corporation of the City of Windsor		
SCHEDULE D 2024 Pathway to Potential		
Reporting Timeline		
<b>Quarter:</b>	<b>Reporting Period:</b>	<b>Report Submission Deadline:</b>
Forecasts	January to December 2024	February 15, 2024
Q1	January to March 2024	April 15, 2024
Q2	April to June 2024	July 15, 2024
Q3	July to September 2024	October 15, 2024
Q4	October to December 2024	January 15, 2025
Reports		
Report (Tab)	Description	
Summary	Summary of projections, actuals and variances for the current year	
Q1	Financial report for the Q1 reporting period	
Q2	Financial report for the Q2 reporting period	
Q3	Financial report for the Q3 reporting period	
Q4	Financial report for the Q4 reporting period	
Program Data	Report of program targets and actuals for the current year (January to December), including Universal Programming details as applicable	
Data Input		
For each reporting period (refer to <i>Reporting Timeline</i> above), the appropriate report must be completed. Please enter forecasts and actuals in the dotted cells only.		
<b>Variances:</b> Please describe any surplus variance greater than 10% OR any deficit and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.		
Submitting a Report		
Once you have completed entering Schedule D and E data for the quarter, please submit through your SharePoint site. To complete submission, check off the appropriate Task in the Task list section on your SharePoint site. An automatic notification of your submission will be delivered to the Social Policy & Planning team.		
Submitted reports will be locked upon submission in SharePoint. To make any changes to a submitted report or if you have any questions, please send a request to <b>Teresa Afak, Social Data &amp; Research Analyst</b> at <a href="mailto:tafak@citywindsor.ca">tafak@citywindsor.ca</a> .		

The Corporation of the City of Windsor
SCHEDULE E 2024 Pathway to Potential
Program Data Sheet
Please enter data where indicated in the coloured/dotted cells. Please leave blank any fields that are not pertinent to your programming. For example, quarterly "City" data should be left blank for Service Providers which are both based in the County and without any Windsor-specific targets.
<b>Targets</b> Please enter yearly targets where indicated in the dotted cells. This section was included to support Service Providers in visualizing program goals in the Dashboard Sheet. Performance will NOT be determined by target achievement.
<b>New Category - Universal Programming</b> For Service Providers electing to use a portion of their funding on Universal Programming*, or free programming for community members of all ages (e.g. Free Swims), a new category was created to track outcomes. Please list and provide a brief description of universal programs offered throughout the course of the year. Examples are provided in the Program Data Sheet. *As indicated in all service contracts, up to 20% of P2P funding can be used on universal programming.
<b>NOTE:</b> The Program Data Sheet is a macro-enabled worksheet which means once data is entered into the table, the Dashboard will automatically update to reflect the changes. Unfortunately, this also means that the "Undo" function will not work within the table. Please take this into consideration during data entry.
Dashboard Sheet
The dashboard is a tool to help Service Providers understand their program data in real time. Once any data is entered into the "Program Data Sheet" the dashboard will automatically update, providing a quarterly trend analysis, percentage analysis, and an actual vs. target analysis.
For your convenience, filters were provided to allow Service Providers control over which Categories and Descriptions are analyzed. Individual and multiple items can be selected for analysis or comparison.
Please contact Teresa Afak, Social Data & Research Analyst at <a href="mailto:tafak@citywindsor.ca">tafak@citywindsor.ca</a> for any questions or technical support issues regarding this workbook.

## QUARTERLY REPORTS – SUMMARY

SCHEDULE D 2024 Pathway to Potential					
Service Manager:	The Corporation of the City of Windsor				
Provider & Program:	Tecumseh - Recreation Programs				
Contracted Amount:	\$40,000.00				
Reporting Due Dates:	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	
	April 15, 2024	July 15, 2024	October 15, 2024	January 15, 2025	
<b>Category</b>	Quarterly Budget Projections				Total
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Program Expenses	-	-	-	-	-
Universal Programming Expenses	-	-	-	-	-
Advertising	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Admin (cannot exceed 10%)	-	-	-	-	-
<b>Total Report</b>	-	-	-	-	-
Quarterly % of Total Budget	-	-	-	-	-
<b>Category</b>	Quarterly Actual Expenditures				Total
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Program Expenses	-	-	-	-	-
Universal Programming Expenses	-	-	-	-	-
Advertising	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Admin (cannot exceed 10%)	-	-	-	-	-
<b>Total Report</b>	-	-	-	-	-
Quarterly % of Total Expenditures	-	-	-	-	0.0%
Admin check	\$ -	\$ -	\$ -	\$ -	-
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Actual + Forecast</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Actuals/Budget Variance (%)</b>	-	-	-	-	Total
	-	-	-	-	-

## QUARTERLY REPORTS – Q1

SCHEDULE D 2024 Pathway to Potential											
Service Manager:	The Corporation of the City of Windsor										
Provider & Program Name:	Tecumseh - Recreation Programs										
Contracted Amount:	\$40,000.00										
Q1 Reporting Period:	January to March 2024										
Q1 Report Due:	April 15, 2024										
Budget Line	Annual Budget \$	Quarter 1 ( January - March)				Q2 Forecast \$	Q3 Forecast \$	Q4 Forecast \$	Total Actual Expenditures & Q2, Q3 and Q4 Projections	Total Variance	% of Variance
		Q1 Budget Forecast \$	Q1 Actual Expenditures \$	Q1 Variance \$	Q1 Variance %						
	A	B	C	D=(B-C)	E=(C/B)	F	G	H	I=(C+F+G+H)	J=(A-I)	K=J/A
Program Expenses	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Universal Programming Expenses	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Advertising	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Admin (cannot exceed 10%)	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Variance Explanation Required</b>											
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.											



## QUARTERLY REPORTS – Q2

SCHEDULE D 2024 Pathway to Potential													
Service Manager:	The Corporation of the City of Windsor												
Provider & Program Name:	Tecumseh - Recreation Programs												
Contracted Amount:	\$40,000.00												
Q2 Reporting Period:	April to June 2024												
Q2 Report Due:	July 15, 2024												
Budget Line	Annual Budget \$	Quarter 1 (January - March)			Quarter 2 (April - June)				Q3 Forecast \$	Q4 Forecast \$	Total Actual Expenditures & Q3 and Q4 Projections	Total Variance	% of Variance
		Q1 Actual Expenditures \$	Q1 Variance \$	Q1 Variance %	Q2 Budget Forecast \$	Q2 Actual Expenditures \$	Q2 Variance \$	Q2 Variance %					
	A	B	C	D	E	F	G=(E-F)	H=(F/E)	I	J	K=(B+F+I+J)	L=(A-K)	K/A
Program Expenses	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Universal Programming	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Expenses	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Miscellaneous	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Admin (cannot exceed 10%)	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Variance Explanation Required</b>													
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.													

## QUARTERLY REPORTS – Q3

SCHEDULE D 2024 Pathway to Potential																
Service Manager:	The Corporation of the City of Windsor															
Provider & Program Name:	Tecumseh - Recreation Programs															
Contracted Amount:	\$40,000.00															
Q3 Reporting Period:	July to September 2024															
Q3 Report Due:	October 15, 2024															
Budget Line	Annual Budget \$	Quarter 1 (January - March)			Quarter 2 (April - June)			Quarter 3 (July - September)				Q4 Forecast \$	Total Actual Expenditures & Q4 Projection	Total Variance	% of Variance	
		Q1 Actual Expenditures \$	Q1 Variance \$	Q1 Variance %	Q2 Actual Expenditures \$	Q2 Variance \$	Q2 Variance %	Q3 Budget Forecast \$	Q3 Actual Expenditures \$	Q3 Variance \$	Q3 Variance %					
	A	B	C	D	E	F	G	H	I	J=H-I	K=I-H	L	M=B+E+L	N=(A-M)	O=N/A	
Program Expenses	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Universal Programming Expenses	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Miscellaneous	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Admin (cannot exceed 10%)	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Variance Explanation Required</b>																
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.																

## QUARTERLY REPORTS – Q4

SCHEDULE D 2024 Pathway to Potential																	
Service Manager:	The Corporation of the City of Windsor																
Provider & Program Name:	Tecumseh - Recreation Programs																
Contracted Amount:	\$40,000.00																
Q4 Reporting Period:	October to December 2024																
Q4 Report Due:	January 15, 2025																
Budget Line	Annual Budget \$	Quarter 1 (January - March)			Quarter 2 (April - June)			Quarter 3 (July - September)			Quarter 4 (October - December)				Total Actual Expenditures	Total Variance	% of Variance
		Q1 Expenditures \$	Q1 Variance \$	Q1 Variance %	Q2 Expenditures \$	Q2 Variance \$	Q2 Variance %	Q3 Expenditures \$	Q3 Variance \$	Q3 Variance %	Q4 Budget Forecast \$	Q4 Expenditures \$	Q4 Variance \$	Q4 Variance %			
	A	B	C	D	E	F	G	H	I	J	K	L	M=N-L	N=K/K	O=B+E+H+L	P=(A-O)	Q=P/A
<b>Program Expenses</b>	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00				0.00	0.00	
<b>Universal Programming Expenses</b>	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00				0.00	0.00	
<b>Advertising</b>	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00				0.00	0.00	
<b>Miscellaneous</b>	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00				0.00	0.00	
<b>Admin (cannot exceed 10%)</b>	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00				0.00	0.00	
<b>Total</b>	0.00	0.00	0.00	-	0.00	0.00	0.00%	0.00	0.00	-	0.00	0.00	0.00		0.00	0.00	
<b>Variance Explanation Required</b>																	
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.																	

### PROGRAM TARGETS

Category	Description	Target City	Target County	Target Total	Q1City	Q1County	Q1Total	Q2City	Q2County	Q2Total	Q3City	Q3County	Q3Total	Q4City	Q4County	Q4Total	City Total	County Total	Total	Variance City	Variance County	Variance Total	
Participants	Total Number of Clients Served	N/A	N/A	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	0 - 5 Years																						
	6 - 12 Years																						
	13 - 17 Years																						
	18 - 64 Years																						
Participant Overview	55+ Years																						
	Number of New Clients Served																						
	Number of Ongoing Clients Served																						
Health-Recreation Program	Total Number of Visits																						
	Total number of programs requested																						
	Total number of programs accessed by clients																						
	Number of individuals that complete the program																						
	Number of individuals that advance to the next level																						
Universal Programming	Number of individuals that do not complete the program																						
	Average number of sessions missed/program																						
	Total Number of Clients Served	N/A	N/A	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	# of individuals that participated in Community Programming (i.e. Free Stairs, Free Steps)																						
	# of individuals that participated in Fitness Programming (e.g. Free Zumba)																						
# of individuals that needed equipment (e.g. handrails, skates)																							
# of individuals that were given program passes																							
# of individuals that completed program registrations																							

**For Universal Programming Only:**  
 Please list and briefly describe any universal programming offered throughout the year in the detailed cells below.  
 Please note that the categories used in this section correspond to indicators under the "Descriptor" field (i.e. Cell G.18, G.19)

**Category 1: Community Programming**  
 (Example: Free Stairs. All open programming open to the public on October 26, 2023)


**Category 2: Fitness Programming**  
 (Example: Free Zumba. All open programming open to the public on June 16, 2023)


## BUDGET SCHEDULE FACE SHEET

Version: B-18/07/2014	The Corporation of the City of Windsor  <b style="color: red;">Pathway to Potential Budget Schedule Face Sheet</b>	Year <b>2024</b>		
<b>Organization Name:</b>				
The Corporation of the Town of Tecumseh				
<b>Contact Information:</b>				
Name: <b>Brett Palmer</b>	Position: Senior Manager Recreation Services			
Address: <b>12021 McNorton Street, Tecumseh, ON, N8N 3Z7</b>	Phone Number: 519-735-4756 x. 424			
	Fax Number: 519-735-0830			
<b>Commencement Date</b>	<b>Amendment Number</b>	<b>Amendment Date</b>		
January 1, 2024	0	1-Jan-24		
		<b>City/County</b>		
		County		
<b>Service Name(s)</b>		<b>2024 Fiscal Funding</b>		
Recreation Assistance Program		40,000.00		
<b>TOTAL FUNDING</b>		<b>\$ 40,000.00</b>		
<b>Operator Authorized Signature(s)</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">                     Authority B15/2017                       Approved as to Technical Content                       _____                      Manager of Social Policy and Planning                 </td> <td style="width: 50%; text-align: center;">                     Authority B15/2017                       Approved as to Financial Content                       _____                      City Treasurer and CFO                 </td> </tr> </table>	Authority B15/2017  Approved as to Technical Content  _____ Manager of Social Policy and Planning	Authority B15/2017  Approved as to Financial Content  _____ City Treasurer and CFO
Authority B15/2017  Approved as to Technical Content  _____ Manager of Social Policy and Planning	Authority B15/2017  Approved as to Financial Content  _____ City Treasurer and CFO			
_____ Signature	_____ Date			
_____ Signature	_____ Date			
<b>Corporation Authorized Signature(s)</b>				
_____ Human & Health Services Commissioner	_____ Date			

## FISCAL FUNDING

The Corporation of the City of Windsor Pathway to Potential Budget Schedule										Year 2024
<b>Organization Name:</b> The Corporation of the Town of Tecumseh										
Amendment Date	Amendment #	Service Name	Program 1 - Pathway to Potential							TOTAL
<b>FISCAL EXPENDITURES</b>										
Salaries/Benefits										
Other Service Costs			40,000.00							40,000.00
<b>Gross Expenditures</b>			40,000.00							40,000.00
Amendments/Details	Amendment #	Amendment Date								
<b>FISCAL FUNDING</b>										
Total City of Windsor Fiscal Funding			40,000.00							40,000.00
<b>Commencement Date:</b> January 1, 2024									<b>Amendment #</b>	<b>Date:</b> 01-Jan-24

# SERVICE TARGETS

The Corporation of the City of Windsor									Year
Service Targets									2024
Organization Name: The Corporation of the Town of Tecumseh									
Service Targets		Program 1 - Pathway to Potential							
1	Service Data	# Clients 0 - 5 years							
	Target	15							
2	Service Data	# Clients 6-12 years							
	Target	65							
3	Service Data	# Clients 13-17 years							
	Target	20							
4	Service Data	# Clients 18-64 years							
	Target	5							
5	Service Data	# Clients 65+ years							
	Target	5							
6	Service Data	Total City Clients Served							
	Target								
7	Service Data	Total County Clients Served							
	Target	110							
8	Service Data	Total Served							
	Target	110							
9	Service Data								
	Target								
10	Service Data								
	Target								
Operator Authorized Signature			City of Windsor Authorized Signature				Amendment #		Date
_____ Signature			_____ Signature		_____ Date		0		01-Jan-24

**GENERAL PROVISIONS**

**G-1.0 INTERPRETATION:**

**G-1.1** In this Agreement,

- a) "Executive Director" or "Manager" means the Manager, Social Policy & Planning for the Corporation or a Designate;
- b) "Agreement" means this Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;
- c) "Service Provider" means Service Provider set forth in paragraph B-1(b) of this Agreement.
- d) "Corporation" means The Corporation of the City of Windsor acting as a body corporate;

**G-1.2** All of the provisions of this Agreement are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable, or illegal, then it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force.

**G-1.3** Wherever a word importing the singular number only is used in this Agreement, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

**G-1.4** This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in the Province of Ontario.

**G-1.5** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

**G-1.6** This Agreement constitutes the entire agreement between the Parties concerning the premises and may only be amended or supplemented by an agreement in writing signed by both parties.

**G-2.0 ADMINISTRATION OF THIS AGREEMENT**

**G-2.1** The Service Provider shall deal at all times with the Manager or a Designate, and any information, instructions, directions, or assistance required by the Service Provider shall be obtained through the Manager or Designate.



**G-2.2** Where any approval is required, or any decision must be made under the provisions of this Agreement by the Corporation, such approval or decision will be made by the Manager or Designate.

**G-3.0** **SERVICE(S)**

**G-3.1** The Service Provider agrees to provide services in accordance with the attached Service Description Schedules, Budget Schedule(s), and/or Service Data Schedule(s), and in accordance with the policies, guidelines, and requirements of the Corporation as communicated to it.

**G-3.2** The Service Provider acknowledges that it has been fully advised of and is completely familiar with the nature and purpose of the services to be provided under this Agreement.

**G-3.3** The Service Provider represents and warrants that the Service Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the Corporation is relying upon such representation and warranty in entering into this Agreement.

**G-4.0** **PAYMENT**

**G-4.1** The Parties to this Agreement hereby acknowledge and agree that the Corporation is purchasing the Services under this Agreement pursuant to funding from the Corporation, provincial government, federal government or a combination thereof as the case may be. If at any time this funding is altered, rescinded or terminated, the Corporation reserves the right to terminate this Agreement. The Parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the Corporation to continue to purchase the Services or similar services from the Service Provider after the end of the Term or the termination of this Agreement.

**G-4.2** Subject to the provisions of section 4.1 herein, the Corporation shall pay to the Service Provider, for approved expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in the Budget Schedule. The Corporation reserves the right to determine the amounts, times, and manner of such payments.

**G-4.3** The Service Provider agrees that any errors or omissions with respect to payments made under the Agreement must be reconciled within ninety (90) days of receipt of the payment by the Service Provider.

**G-4.4** The Parties agree that the approved budget will be negotiated on or before the

start of the applicable fiscal year while this Agreement is in force. In the event of the budget not being re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this Agreement is terminated.

**G-4.5** It is agreed and understood that the Corporation may withhold payment if the Service Provider is in breach of its obligations under this Agreement.

**G-4.6** The Corporation reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Service Provider breach its obligations under this Agreement.

**G-4.7** It is further agreed and understood that in the event targets are not achieved to the level indicated in the Service Data Schedule, or the Service Provider does not spend monies advanced by the Corporation for the approved services, the Corporation may in the Corporation's sole discretion, require the Service Provider to refund such amounts as may be determined by the Corporation. The Service Provider agrees to return such unspent monies to the Corporation.

**G-5.0** **TERM OF AGREEMENT AND TERMINATION OF AGREEMENT**

**G-5.1** This Agreement shall be in force for the Term set out in paragraph B-1(e) of this Agreement, or until it is superseded or replaced by a subsequent Agreement.

**G.5.2** The Corporation may terminate this Agreement by giving sixty (60) days written notice to the Service Provider. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

**G.5.3** In the event that the Service Provider terminates this Agreement, either before the end of the Term, or at the end of the Term, the Service Provider shall give the Corporation sixty (60) days prior written notice. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

**G-5.4** That if in the opinion of the Corporation the Service Provider fails to comply with any of the terms of this Agreement, and the Corporation gives to the Service Provider written notice of the non-compliance, and the Service Provider fails to remedy the breach within twenty (20) days of the written notice being given, then the Corporation may forthwith terminate this Agreement without any further notice to the Service Provider upon the expiry of the said twenty (20) days.

**G.5.5** In the event that the Service Provider becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases

operations, or in the case of a corporation ceases to be a corporation in good standing under the applicable laws of Ontario or Canada, then this agreement shall terminate upon the date of the happening of such an event.

**G-5.6** In case of any dispute under this Agreement, the decision of the Manager shall be final and binding upon both Parties.

**G-5.7** If the Agreement is terminated in part with respect to the provision of a specific service as outlined in the Service Schedules of the Agreement, all obligations with respect to the provision of all other services continue in full force and effect.

**G-5.8** In the event of termination, the Service Provider shall refund to the Corporation any money advanced by the Corporation and not expended in accordance with the approved budget.

**G-5.9** It is a condition of this Agreement and every agreement entered into in pursuance of the performance of this Agreement that no right under the Human Rights Code, or other applicable Human Rights Policy will be infringed. Breach of this condition is sufficient grounds for the termination of this Agreement.

**G-5.10** Any termination of this Agreement shall be without prejudice to any other rights or remedies the Corporation may have at law or equity, and the Service Provider acknowledges that upon termination, the Corporation may re-procure services the same or similar to the services provided pursuant to this Agreement.

**G-5.11** In the case of termination or expiry of this agreement, the provisions of the following sections continue to apply: G-4.3, G-4.5, G-4.6, G-4.7, G-5.8, G-7.1, G-7.2, G-7.3, G-8.1, G-8.2, G-8.3, G-8.4, G-8.5, G-8.6, G-12.1, G-17.1, G-18.1 and G-21.1.

**G-6.0** **ACCESS AND CONSULTATION**

**G-6.1** The Service Provider will permit the Corporation's staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement.

**G-6.2** The Service Provider agrees that the staff providing services pursuant to this Agreement will upon reasonable request, be available for consultation with the Corporation's staff.

**G-7.0** **SERVICE RECORDS AND REPORTS**

**G-7.1** The Service Provider shall maintain full and complete service records respecting each site where service is being provided and prepare and submit at such intervals

as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this Agreement, acceptable to the Corporation's staff which shall include program data such as statistics on target achievements and other such information as the Corporation requires.

**G-7.2** For each and every quarter or at other times as the Corporation may reasonably request, the Service Provider will prepare and submit service reports respecting the services provided pursuant to this Agreement. The service reports shall comply with the Corporation's requirements as to form and content.

**G-7.3** In the event the Service Provider ceases operation or is succeeded by a successor Service Provider, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the Corporation, which consent may be unreasonably withheld or given subject to such conditions as the Corporation may impose.

**G-8.0** **FINANCIAL RECORDS AND REPORTS**

**G-8.1** The Service Provider shall maintain financial records and books of account respecting services provided pursuant to this Agreement for each site where service is being provided and will allow Corporation's staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

**G-8.2** The Service Provider shall, unless the Corporation indicates otherwise, submit to the Corporation in a form acceptable to the Corporation an audited financial statement with respect to the services provided pursuant to this Agreement within three (3) months of the Service Provider's financial year-end.

**G-8.3** The Service Provider shall retain and preserve all the Service Provider's records related to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be. The Service Provider shall not dispose of any records related to this Agreement before the expiration of any such period without the prior written consent of the Corporation, which consent may or may not be given in the Corporation's sole discretion, subject to such conditions as the Corporation deems advisable. For greater certainty, the obligations of the Service Provider under this Section 8.3 shall survive the termination or expiration of this Agreement.

**G-8.4** The Service Provider shall prepare and submit to the Corporation for each quarter or at any other time upon reasonable request, a financial report containing such

information as the Corporation may require, in a form acceptable to the Corporation.

**G-8.5** The Service Provider shall adhere to any additional financial reporting requirements specified by the Corporation. In the event that such financial reports are not submitted as required, then the Corporation will withhold payment to the Service Provider until the financial reports are submitted.

**G-8.6** The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures.

**G-9.0** **CONFIDENTIALITY**

**G-9.1** The Service Provider, its directors, officers, employees, agents, and volunteers shall hold confidential and not disclose or release other than to the Corporation or its delegate at any time during or following the term of this Agreement, except, where required by law, any information or document that identifies any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document.

**G-9.2** The Service Provider acknowledges that any information collected by the Corporation pursuant to this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

**G-10.0** **COMMUNICATIONS PROTOCOL REQUIREMENTS**

**G-10.1** The Service Provider shall notify the Corporation prior to communications of any kind related to funding under this Agreement.

**G-10.2** The Service Provider shall provide notification to the Corporation regarding publicity relating to projects funded in accordance with this Agreement, including but not limited to advertising, signs, messages, web-communications, public statements, press conferences, news releases, announcements, official ceremonies or special events. With respect to all such publicity, the Service Provider is responsible for:

- a. Publicly recognizing the Corporation's role in providing funding; and
- b. Inviting the Corporation's Commissioner of Community Development and Health Services to attend any events related to their investment announcement

With respect to all such publicity, the Corporation is responsible for:

- a. Publicly recognizing the appropriate provincial or federal Ministry's (the "Ministry") role in providing funding; and

- b. Inviting the appropriate provincial or federal Minister (the "Minister") to attend any events related to their investment announcement; and
- c. Inviting the Mayor and Council, as appropriate.

**G-10.3** For all events, including press conferences, announcements and official ceremonies, relating to projects funded in accordance with this Agreement, the Service Provider must notify the Corporation at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the Corporation approves the event. The Corporation or its designated representatives and Minister may participate in any such press conference or event.

**G-10.4** The Corporation and/or Ministry must approve any news release related to funding ahead of time. News releases may include quotations from a Corporation official, Minister, or other contributors and the applicant. The Corporation must agree on these quotations, and on the timing of the news release.

**G-10.5** During construction, of any project funded under this Agreement, the Service Provider shall provide and install temporary signage at a prominent location where there is visible activity related to the approved project. The signage shall recognize the Corporation and/or Ministry as a funder and shall bear messages and/or logos approved by the Corporation and Ministry, and remain in place through the construction period of the project.

**G-10.6** At any permanent location funded under this Agreement, the Service Provider shall provide and install a plaque or permanent sign that recognizes the Corporation and/or Ministry as a funder and shall bear messages and/or logos approved by the Corporation and Minister, if applicable.

**G-11.0** **CONFLICT OF INTEREST**

**G-11.1** The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Corporation where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the Corporation) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation relevant to the services where the Corporation has not specifically authorized such use.

**G-12.0** **INDEMNIFICATION AND INSURANCE**

**G-12.1** The Service Provider shall both during and following the term of this Agreement, indemnify and save harmless the Corporation, its employees, officers, agents, Council members, from and against any and all costs, losses, injuries, damages, judgments, claims, expenses, demands, suits, actions, complaints or any other proceedings, fines, or recoveries whatsoever in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers or anyone for whom the Service Provider is responsible at law, for or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.

**G-12.2** During the term of this Agreement or any renewal thereof, the Service Provider shall obtain and maintain in full force and effect, general liability insurance coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. The policy must include abuse liability coverage unless waived by the Corporation. Such policy shall be issued in the name of the Service Provider, shall have inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury and property damage resulting from any one occurrence in respect of and during the provision of services by the Service Provider pursuant to this Agreement, shall contain a clause including liability arising out of this Agreement, shall contain a cross liability clause with the Corporation as an additional insured, and be in a form satisfactory to the Corporation. Failure of the Corporation to demand full compliance with the insurance requirements set out above or failure of the Corporation to identify a deficiency from the evidence of insurance provided will not be construed as a waiver of the Service Provider's obligation to maintain such insurance.

**G-12.3** The Service Provider shall also obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Service Provider and used in connection with the day to day operation of the contracted services or vehicles not owned by the Service Provider, but used in connection with the day to day operation of the contracted services, including a passenger hazard in the amount of TWO MILLION DOLLARS (\$2,000,000.00).

**G-12.4** All such insurance policies required of the Service Provider shall contain a provision requiring the insurers to notify the Corporation not less than 30 days prior to any material change, cancellation, or termination.

**G-12.5** The Agreement shall forthwith terminate in the event that any insurance policy required by sections 12.2 and 12.3 is terminated or amended without written consent of the Corporation.

**G-12.6** The Service Provider shall, immediately upon the execution of this Agreement

and annually within 30 days of the renewable date of the policy, provide to the Corporation either copies of the liability and vehicle insurance policies as required by this Agreement or certificates of the said insurance policies.

**G-13.0        OBSERVANCE OF LAW**

**G-13.1**        The Service Provider shall provide all services required under this Agreement in compliance with all applicable statutes, laws, by-laws, regulations and orders in force during the term of this Agreement. Notwithstanding the generality of the foregoing, the Service Provider shall comply with:

- a)        the Act and Regulations including the requirement that it holds a valid, clear license, where applicable;
- b)        all zoning, police, building safety, fire safety and sanitary requirements, regulations and by-laws, laws and lawful orders imposed by any Municipal, Provincial, or Federal authority relating to the premises, and will observe and obey any other requirements governing the operation of the contracted services.

**G-13.2**        Where applicable, at the time of execution of this Agreement, the Service Provider must submit a copy of its current license to operate the service and therefore, must file annually with the Manager or Designate, a copy of the license renewal.

**G-14.0        NON-ASSIGNMENT**

**G-14.1**        The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion or given subject to such conditions as the Corporation may require.

**G-15.0        AMENDMENT**

**G-15.1**        This Agreement may be amended from time to time by the addition or substitution of Schedule(s), duly signed by the Parties to this Agreement.

**G-16.0        SCHEDULES**

**G-16.1**        This Agreement and Schedules(s) attached hereto, embody the entire Agreement between the Parties and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution and relating to the subject matter of this Agreement.



**G-17.0**        **NOTICES**

**G-17.1**        Any notice, demand, acceptance, or request to be given under the provisions of this Agreement by either Party to the other herein shall be in writing and shall be deemed to have been received by the other Party on the day it was delivered in person or, if mailed, on the 5<sup>th</sup> day next following the day on which it was mailed or, if sent by facsimile, deemed received on the date transmitted if transmitted during normal business hours. The facsimile will be deemed received on the next business day where it is transmitted outside of normal business hours. If transmitted by facsimile machine, confirmation of successful transmission must be obtained.

**G-17.2**        Any Notice given under this Agreement shall be addressed, in the case of the Service Provider to the address as set forth in paragraph B-1.(b) of this Agreement, and in the case of the Corporation to the Community Development and Health Services Department to the address set forth in paragraph B-1.(a) of this Agreement, or to such other address as either Party may from time to time designate by written notice to the other Party.

**G-18.0**        **DISPOSITION**

**G-18.1**        The Service Provider will not sell, change the use, or otherwise dispose of any item, furnishings or equipment purchased with Corporation funds pursuant to this Agreement without the prior written consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

**G-19.0**        **STATUS OF SERVICE PROVIDER**

**G-19.1**        The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the Parties agree that it is not intended by this Agreement, that the Service Provider, or its employees, be employees of the Corporation for the purpose of the *Income Tax Act*, R.S.C. 1985 c. 1 (1<sup>st</sup> Supp); the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8; the *Employment Insurance Act* S.O. 1996, c. 23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; the *Pay Equity Act*, R.S.O. 1990, c. P.7; or the *Health Insurance Act*, R.S.O. 1990, c. H. 6; all as amended from time to time, and any legislation in substitution therefore.

**G-19.2**        Notwithstanding the provisions of section 19.1 herein, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required there under.

**G-19.3** The Service Provider shall indemnify and hold harmless the Corporation from any and all amounts required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by the Corporation, relating to any failure of the Service Provider to comply with all provisions of the Acts described above.

**G-19.4** The Parties hereto expressly disclaim any intention to create a partnership, joint venture or joint enterprise. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Corporation or the Service Provider shall constitute or be deemed to constitute the Corporation and the Service Provider as partners, joint venturers, or principal and agent in any way or for any purpose. It is expressly understood that the Parties are independent contractors and no partnership of any kind is inferred between the parties. The Service Provider shall not represent or hold itself out to be an agent of the Corporation. No Party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party hereto.

**G-20.0** **WAIVER**

**G-20.1** Except as specifically set out in this Agreement, no waiver of any clause, term, or condition of this Agreement by an employee, agent or contractor of the Corporation shall constitute an enforceable or continuing waiver by the Corporation, nor shall the Service Provider be entitled to rely thereon.

**G-21.0** **RIGHTS AND REMEDIES**

**G-21.1** Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it at law in the event of any breach of this Agreement.

**G-22.0** **BINDING EFFECT**

**G-22.1** This Agreement and everything herein contained shall inure to the benefit of and be binding upon the Parties, hereto, and their respective successors, administrator, and permitted assigns.

**G-23.0** **NON-EXCLUSIVITY**

**G-23.1** Nothing in this Agreement shall be construed as to give the Service Provider any exclusive right or privilege in providing the Services to the Corporation. The Corporation shall, during or after the term of this Agreement, retain the right to perform or contract for the

same or similar services to be provided for its citizens in the same geographic area.

**G-24.0**            **MISCELLANEOUS**

**G-24.1**            The Service Provider and the Corporation shall, upon the reasonable request of the other, make, do, execute, or cause to be executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this Agreement.

**G-24.2**            No condoning, excusing or overlooking by the Corporation of any default, breach or non-observance by the Service Provider at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of the Corporation's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Corporation herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Corporation save only an express waiver in writing.

**G-24.3**            If any portion of this Agreement is, or becomes illegal, invalid, or unenforceable, then the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this agreement.



## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

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

**Date to Council:** November 26, 2024

**Report Number:** PWES-2024-59

**Subject:** 2024 Asset Management Plan Update (version 4)

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### Recommendations

It is recommended:

**That** report PWES-2024-59 Asset Management Plan Update (version 4) **be received;**

**And that**, following a review period, Administration **bring forward** a report to Council on December 10, 2024 recommending the adoption of the updated Asset Management Plan (version 4).

### Executive Summary

In 2012, the Province of Ontario published 'Building Together: Guide for Municipal Asset Management Plans' ('Building Together') to encourage and support municipalities in Ontario to develop Asset Management Plans in a consistent manner. In 'Building Together', the province required that:

- Municipalities seeking provincial capital funding must submit a detailed asset management plan
- Asset management plans must include condition assessments, desired levels of service, asset management strategies and financing strategies
- Council receives and approves the asset management plan

- Council considers the plan during budget deliberations
- The plan be updated as needed over time.

Council adopted the Town's first Asset Management Plan (v.1) at the December 10, 2013 Regular Meeting of Council. Updates to the Town's Asset Management Plan (AMP) since initial adoption include:

- Data Verification Policy #82 (Motion: RCM-46/14)
- Asset Condition Assessment Policies #82.1 - 82.5 (Motion : RCM-46/14)
- AMP Update v.2 (Motion: RCM-157/18)
- Strategic Asset Management Policy #95 (Motion: RCM-177/19 and SCM-25/22)
- AMP Update v.3 (Motion: SCM-25/22)

The AMP is a living document. In collaboration between Public Works & Engineering Services, Financial Services, Technology & Client Services, and Community & Recreation Services, the Town's AMP has been updated in accordance with the Asset Management Planning for Municipal Infrastructure Regulation, Ontario Regulation (O. Reg.) 588/17. Once adopted by Council, the Town's AMP v.4 will replace v.3 in the annual budget process and preparation of the Town's Capital Works plans.

The projects contained within each asset's 10-year plan align, where possible, with the strategic priorities established by Council two years ago that were outlined in the Capital Priorities 2023 – 2031 Presentation delivered at the May 5, 2022 Special Meeting of Council (Motion: SCM-15/22).

## **Background**

In December 2017, the Provincial Government passed Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure (O. Reg. 588/17) to support improvements in municipal asset management.

O. Reg. 588/17 provides the authority for the Province of Ontario to regulate municipal asset management planning. It reflects the province's commitment to guide investments in public infrastructure that was first initiated in 2011 (and subsequently reconfirmed in 2017), when the province released 'Building Together' as its long-term infrastructure plan and strategic framework.

In March 2021, the Provincial Government amended O. Reg. 588/17 under O. Reg. 193/21 to adjust the reporting deadlines for asset management. The amended timelines are as follows:

1. July 1, 2019: Every municipality in Ontario must have a strategic asset management policy approved by Council. The policy is to be reviewed, and if necessary updated, at least every five (5) years.
2. July 1, 2022: Every municipality in Ontario must have an approved asset management plan for core infrastructure assets (water, wastewater, storm, water, roads, bridges and culverts) at the current levels of service.
3. July 1, 2024: Every municipality in Ontario must have an approved asset management plan for all infrastructure assets at the current levels of service.
4. July 1, 2025: Every asset management plan must include proposed levels of service for all infrastructure assets.

In addition, O. Reg. 588/17 requires that asset management plans and the strategic asset management policy be approved by a resolution passed by Council and made available to the public via the municipality's website and to persons who request a copy.

Public Works & Engineering Services staff along with Financial Services staff will be in attendance at the November 26, 2024 Regular Meeting of Council to present the 2024 Asset Management Plan Update (version 4). A copy of the Council Presentation is provided in Attachment 1. Over the next couple of weeks, we invite Council members to review the updated AMP and provide feedback to PWES, if desired. A report will be prepared for the Regular Council Meeting of December 10, 2024 requesting Council's consideration of adoption of AMP version 4. Administration acknowledges that the update was due in July, however due to workload, the update is delayed and staff is endeavouring to submit it to the Province within this calendar year.

## Comments

### 2024 Asset Management Plan Update (version 4)

The Town's 2024 Asset Management Plan Update (AMP v4) covers a 10-year timeframe, from 2024 – 2033, that combines the state of infrastructure, current levels of service, asset management strategies, risk, future demands and emerging challenges and a financial summary of all municipal infrastructure assets.

The AMP plays a significant role in understanding current and proposed services being delivered, the costs to deliver them and the financial strategy to fund the necessary expenditures to achieve proposed levels of service. The AMP also helps prioritize capital projects and serves as an overarching guiding document for decision making processes.

Most municipal infrastructure assets are included in the AMP. AMP v4 covers the following assets:

- Water
- Bridges and Culverts
- Culverts (less than 3 metres)
- Town Buildings/Facilities\*
- Wastewater
- Streetlights
- Roadways
- Information Technology\*
- Stormwater
- Traffic Signals
- Fleet\*
- Trees\*

\*These assets were added as part of the version 4 update.

Outstanding municipal assets not included in the 2024 AMP Update are:

- Parks amenities – playground equipment, small structures, fields and pathways
- Community trails

Asset categories are analyzed with respect to the state of local infrastructure, desired levels of service, asset management strategy, 10-year plans and annual funding requirement. All infrastructure assets within the 2024 AMP Update include data related to levels of service and lifecycle activities including the risk associated with such.

State of local infrastructure include asset type, financial accounting valuation and replacement cost, asset age distribution and as a percentage of useful life, and asset condition assessed according to standard engineering practices.

Desired levels of service are defined through levels of service statements and performance measures. These statements and measures include qualitative and quantitative data established based on tables within O. Reg. 588/17 and any metrics established by the Town.

Lifecycle activities include the activities related to managing assets, such as maintenance; repair; rehabilitation and disposal. These are costs associated with assets over their useful lifespans. There are also risks associated with completion, delaying, and incompletion of each lifecycle activity. This is detailed within the asset management strategy section of each asset.

Asset management strategy details planned lifecycle activities that will enable the assets to deliver the desired level of service in a sustainable way at the lowest lifecycle cost while managing risk.

Expenditure requirements for the next 10-year period are detailed by asset category. Corporate strategic priorities, engineering studies, department five-year capital plans and asset category integration are all considered in developing the 10-year plans.

The annual funding requirement is the average annual expenditure by asset category over the next 10 years. Expenditures are based on current costs plus an annual inflationary factor of 2%.

## AMP Financing

The following chart summarizes the annual funding by asset category as compared to the average annual requirement over the AMP planning period.

**Average Annual Funding**

Category	Avg Annual Requirement	General Tax & Rates	Grant Funding	Total	Surplus/ (Deficit)
Roadways	6,924,048	3,295,301	3,642,794	6,938,094	14,046
Bridges & Culverts	524,004	461,844	-	461,844	(62,160)
Stormwater	9,164,520	3,152,000	4,004,676	7,156,676	(2,007,844)
Water	6,049,340	2,118,009	822,436	2,940,445	(3,108,895)
Wastewater	10,133,610	2,745,343	4,382,755	7,128,098	(3,005,512)
Fleet	1,688,970	877,000	100,000	977,000	(711,970)
Building - Facilities	512,360	220,000	-	220,000	(292,360)
ITS Infrastructure	186,365	175,000	-	175,000	(11,365)
Trees	30,000	30,000	-	30,000	-
<b>Total</b>	<b>35,213,217</b>	<b>13,074,497</b>	<b>12,952,661</b>	<b>26,027,158</b>	<b>(9,186,059)</b>

The Average Annual Requirement includes:

- Capital expenditures, including replacement and growth, for the tax-supported categories of Roadways, Bridges & Culverts, Stormwater, Facilities, IT and Fleet
- Capital expenditures, including replacement and growth, for the rate-supported categories of Water and Wastewater. (As per the Rate Study model, user rate allocations must be sufficient to ensure full cost recovery of the Water and Wastewater systems)

General Tax & Rate funding includes:

- Average annual budget allocations to specific asset categories from the Town's Lifecycle program (held static throughout the 10-year plan time frame at 2024 approved budget levels)
- 80% of New Infrastructure Levy (NIL), or \$1.88M annually, applied to Storm in consideration of the significant amount of new storm infrastructure contemplated in the plan. The NIL annual allocation is held constant at \$2.35M for this plan
- User rate allocations for Water and Wastewater asset categories



Other funding includes:

- Recognition of grant funding that has been awarded
- Development Charge revenues, where eligible, based on gradual build-out of the Town's three primary development areas
- Part XII recoveries from property owners where applicable

In total, the Town's AMP annual funding requirement is approximately 74% achieved for the 10-year period of this plan when considering all sources of known funding. General tax rate and User rate funding satisfies 37% of the full requirement.

This assumes that water and wastewater user rate funding will be adjusted in accordance with the 2023 Water and Wastewater Rate Study. The study extends to 2032. Annual funding for the years 2028-2033 is held constant at 2027 levels.

Long-Term Debt is another financing consideration that is discussed in the plan and available to the Town.

The Town's Lifecycle program, NIL and 2023 Water and Wastewater Rate Study are well established programs. There are, however, significant growth projects planned within the 10-year timeframe that may necessitate greater funding increases, use of debt financing and/or consideration of project deferrals.

A full copy of the 2024 Asset Management Plan Update (version 4) can be found on the Town's website [here](#).

## Consultations

Community & Recreation Services  
Financial Services  
Technology & Client Services  
Dillon Consulting Limited

## Financial Implications

The Town of Tecumseh owns infrastructure assets with a total replacement cost of \$1.36B.

Municipal taxes, through the Lifecycle program, and water/wastewater user rates are the main funding sources for the maintenance and replacement of these assets. Municipal taxes, through the New Infrastructure Levy, and Development Charges are the main funding sources for new/enhanced assets.

Other important sources of revenue include Grant funding, Landowner contributions and Long-term debt.

Projected expenditures are based on strategic priorities, planning studies, engineering studies, forecasting models and asset management strategies (maintenance, rehabilitation and replacement programs). Detailed 10-year plans can be found in the appendices of the AMP. Expenditure amounts are based on current costing models plus an annual inflation factor of 2%.

The 2024 AMP identifies an annual funding deficit of \$9.2M for the 10-year planning period. Stated differently, the annual funding requirement is currently 74% achieved, leaving an annual funding shortfall of 26%.

Assumptions used in the development of the financing model are discussed in depth in Section 13 of the AMP. Notably, the model incorporates:

- \$53M of Development Charge revenue and \$12.7M in Part XII recoveries, employing estimates for the timing and magnitude of development, which are typically beyond the control of the Town and any variation can impact projections significantly both positively and negatively;
- No assumptions for Grant funding in addition to that which has officially been awarded to date;
- No new Long-term debt issued. The Town's current Debt Servicing Cost as a percentage of Total Revenues is approximately 3%, which is considered Low Risk (Ministry of Municipal Affairs and Housing); and
- Annual contributions to the Town's Lifecycle program (LC) and NIL are held static at current 2024 levels for the AMP timeframe. This is done so that an annual deficit can be calculated. The Town has increased budget allocations to LC and NIL every year for the past 20 years.

The annual budget process will reference the AMP, along with many other factors, when determining capital expenditures, appropriate budget levels and funding options.

Continued financial commitment to the Lifecycle program, New Infrastructure Levy and Water/Wastewater Reserve Fund contributions are imperative as well as to the continued employment of Development Charges.

A vital component of the financing strategy is Senior Government Grants. The Town will continue to urge senior levels of government to adopt a multi-year stable grant determination system to allow municipalities to be able to plan for government support with some degree of reliability.

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Joseph Lappalainen, E.I.T.  
Project Technician

Reviewed by:

Beth Gignac, BA Hons  
Director Community & Recreation Services

Reviewed by:

Shaun Fuerth, BCS  
Director Technology & Client Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

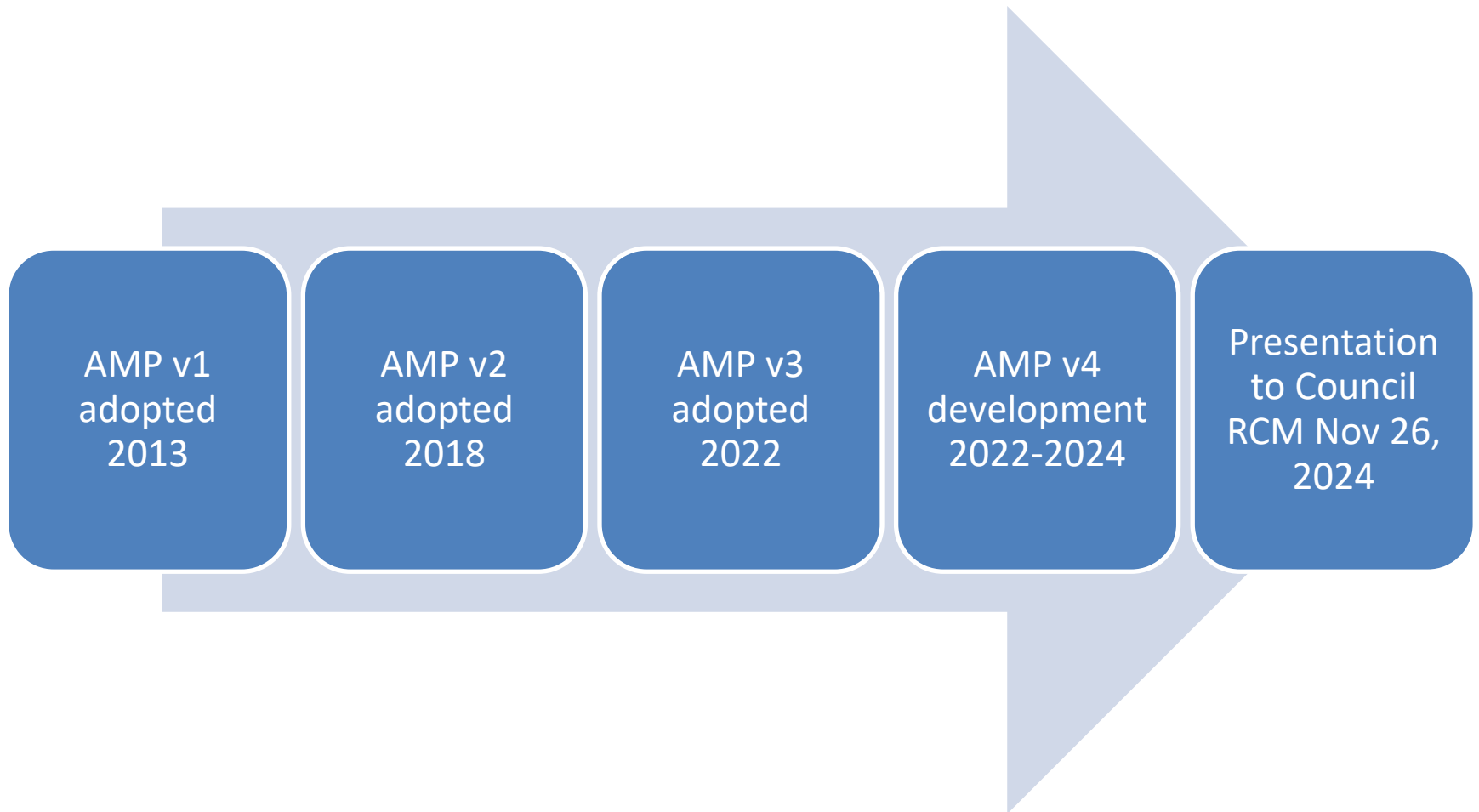
<b>Attachment Number</b>	<b>Attachment Name</b>
1	2024 Asset Management Plan (version 4) – Council Presentation



# Asset Management Plan v4

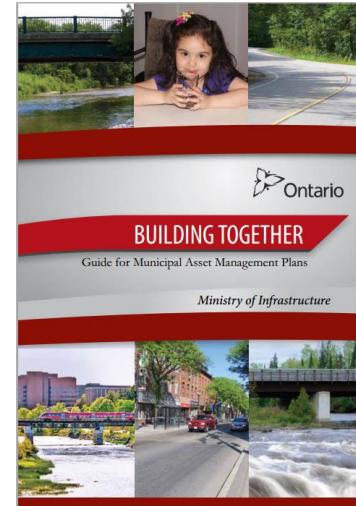
Presented to Council  
November 26<sup>th</sup>, 2024

# AMP – Update process



# Brief history

- *Building Together: Guide for Municipal Asset Management Plans (2012)*
- Requirement for municipalities to adopt AMP by 2013
- Tecumseh's AMP adopted by Council:
  - v1 December 2013
  - v2 May 2018
  - v3 October 2022
- **Planned** for:
  - Inclusion of all municipal infrastructure assets (2024)
  - Setting target levels of service for all assets (2025)



# AMP v4 - Format

- The Town's AMP v4 follows the same format as v3, including:
  - Executive Summary
  - Introduction
  - State of local infrastructure
  - Expected levels of service
  - Asset management strategy
  - Financing strategy
- Most municipal infrastructure assets are now included:

## **Core Assets**

- Roads
- Bridges and Culverts (> 3m span)
- Small Culverts (< 3m span)
- Storm
- Water Distribution
- Sanitary

## **All Other Municipal Infrastructure Assets**

- Fleet
- Buildings/Facilities
- Information Technology (IT)
- Trees/Forestry

## **Outstanding Infrastructure Assets**

- Parks amenities
- Trails



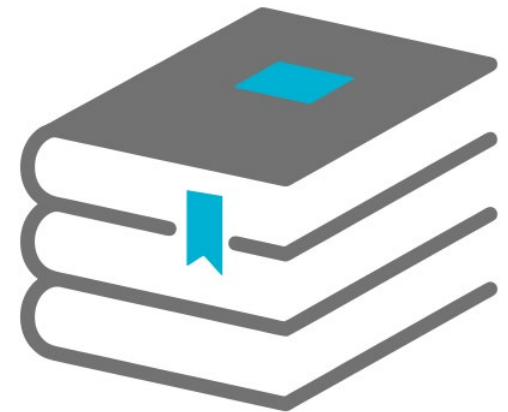
# AMP v4 - Important measures

- **State of local infrastructure**
- All assets included in the AMP are subject to a condition assessment, supported by:
  - Various studies (Road needs, Bridge needs, etc.)
  - Physical inspection
  - Age/material type
  - Recognized and accepted good engineering practices
- **Current Levels of Service**
  - Customer and Technical as specified in O.Reg 588/17 (core assets) and established by the municipality (all other assets)
  - Desired Levels of service for core assets specified in v2
    - Other assets included in v4
- **Lifecycle Activities**
  - Options available to maintain the current level of service
  - Risks associated



# AMP v4 – Study updates

- Studies completed since v.3 (Oct 2022-present):
  - Water and Wastewater Rate Study
  - Sanitary Model Recalibration and Basement Flood Risk Mitigation Study
  - Shoreline Management Plan
  - Upper Litter River Watershed Drainage and Master Plan
  - Bridge and Culverts (Spans > 3m) Needs Study
- Studies nearing completion:
  - Tecumseh Hamlet Secondary Plan Area Environmental Assessment and Functional Servicing Report
  - Manning Road Secondary Plan Area Function Design Study



# AMP v4



- AMP v4:
  - Addresses O.Reg. 588/17 requirements:
    - Addition of all municipal infrastructure assets
    - Includes customer and technical levels of service identified in O. Reg 588/17 and established by the Town
    - Includes lifecycle activities to maintain current levels of service and performance
    - Discusses risks associated with lifecycle activities
  - Incorporates recently completed studies, 5-yr capital plans
  - Revised inventories based on studies and recent GIS updates
  - Updated replacement costs for core infrastructure assets

# AMP v4

- Infrastructure replacement cost:
  - **\$1,359 million** (\$853 million in v3)
  - **\$152k per household** (\$95k per household in v3)



# AMP v4 - 10 Year Forecast

- Revenues: \$ 260 million
- Capital Expenditures: \$ 352 million
- Net Expenditure: \$ (92 million)



# Annual requirement based on 10-year projection

## General Tax

- \$19.0 million required
- \$15.9 million allocation
- **\$3.1 million annual deficit**

## Rate Supported

- \$16.2 million required
- \$10.1 million allocation
- **\$6.1 million annual deficit**

- Assumptions:

- Tax supported lifecycle allocation held static at 2024 approved budget levels
- General tax allocation includes funds that are not specifically dedicated to a particular asset category
- Rate supported allocation includes rate increases through 2027 per 2023 water and wastewater rate study
- Projections incorporate both replacement and growth

# Financing strategy

- Town **commitment** to asset management financing
  - Lifecycle Program – replacement of assets
  - New Infrastructure levy – asset additions
  - Water/Wastewater user rate reserve allocations
- AMP will be used to determine required enhancements to Lifecycle & NIL
- Senior government support essential

# Going forward

- Increasing legislated demands placed upon municipalities with regards to Asset Management will require:
  - Research
  - Education
  - Collaboration
  - Staff time





# O. Reg. 588/17 cont'd

- Prepare AMP in three phases
  - ✓ Phase 1 – core infrastructure – July 1, 2022
  - ✓ **Phase 2 – all other infrastructure assets – July 1, 2024**
  - ☐ Phase 3 – proposed levels of service and performance – July 1, 2025
- Post 2025
  - Required to update plan every 5 years
  - Annual review of asset management progress on or before July 1 of each year
- Must be endorsed by executive lead of municipality and approved by a resolution passed by Council

# Next steps



- 2025
  - Incorporate results from 2024 completed studies to develop proposed levels of service and performance for next 10 years
  - Address outstanding infrastructure categories
  - Finalize Asset Management Plan by July 1, 2025
- Beyond 2025
  - Annual review to check on municipality’s progress in implementation and if there are factors impeding progress, develop strategy to address
  - Update Asset Management Plan by 2030 and at least every 5 years thereafter

# Acknowledgements

- Public Works and Engineering Services
  - Phil, Kirby, Brad, John, Joe
- Financial Services
  - Zora, Tom, Nick
- Technology and Client Services
  - Shaun, Dave, Jamie
- Community and Recreation Service
  - Beth, Casey, Dan, Kaushik



# Questions/comments?




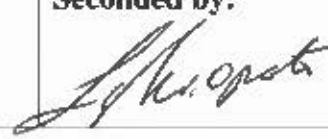


The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, November 19, 2024

Resolution # RC24269	Meeting Order: 7
Moved by: 	Seconded by: 

**WHEREAS** the assessment cycle is an essential process for maintaining the fairness and predictability of property taxes in our province and;

**WHEREAS** the pause in the reassessment cycle has created uncertainty and instability in property taxation, impacting both residential and commercial property owners and;

**WHEREAS** the government has delayed an assessment update again in 2024, resulting in Ontario's municipalities continuing to calculate property taxes using 2016 property values and;

**WHEREAS** both current and outdated assessments are inaccurate, increase volatility, and are not transparent and;

**WHEREAS** frequent and accurate reassessments are necessary to stabilize property taxes and provide predictability for property owners, residents, and businesses alike and;

**WHEREAS** the staff at the Municipal Property Assessment Corporation would benefit from further skills enhancement and training in assessments, recognizing the importance of ensuring accurate evaluations for 100% of our municipality and;

**WHEREAS** the Government has announced a review of the property assessment and taxation system with a focus on fairness, equity, and economic competitiveness, and therefore further deferring new property assessment and;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of Wawa hereby calls upon the Premier to promptly resume the assessment cycle to ensure the stability and predictability of property taxes while the Government conducts its review of the property assessment and taxation system, or respond with an alternative method for every municipality in Ontario to achieve fair taxation and;

*p. 2...*



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

**FURTHER MORE THAT** all Municipalities in Ontario and their constituents are encouraged to apply pressure to the Premier, daily, weekly, and monthly, to resolve the situation before it causes undo stress to everyone in the Municipality and;

**FINALLY RESOLVED THAT** a copy of this resolution be forwarded to the Premier Doug Ford, the Association of Municipality in Ontario, the Rural Ontario Municipalities Association, the Federation of Northern Ontario Municipalities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible.

RESOLUTION RESULT		RECORDED VOTE	
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield	
<input type="checkbox"/>	TABLED	Cathy Cannon	
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon	
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann	
<input type="checkbox"/>	WITHDRAWN	Joseph Opato	

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL

## **Tecumseh Housing Advisory Panel**

### **Minutes**

Date: Wednesday, August 28, 2024  
Time: 3:30 pm  
Location: Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

#### **Present:**

Chair, Alicia Higgison  
Vice Chair, Gary McNamara  
Member, Brent Klundert  
Member, David Petretta  
Member, Lorraine Goddard  
Member, Maggie Chen  
Member, Nolan Goyette  
Member, Peter Valente

#### **Absent:**

Member, Cynthia Summers  
Member, Jeanie Diamond-Francis  
Member, Joyce Zuk  
Member, Vince Lapico

#### **Also Present:**

Council & Committee Assistant, Kaitlyn Baggio  
Director Legislative Services & Clerk, Robert Auger  
Director Development Services, Brian Hillman  
Partner, MillerSilani Inc., Larry Silani

#### **1. Call to Order**

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

#### **2. Roll Call**

**3. Election of Chair and Vice Chair**

**1. Election of Chair**

**Motion: THAP - 01/24**

Moved By Member, Gary McNamara  
Seconded By Member, Peter Valente

**That** Alicia Higgison **be appointed** as Chair of the Tecumseh Housing Advisory Panel for the period of September 23, 2024 to November 14, 2026 or until such time a new appointment are made by Council.

Carried

**2. Election of Vice Chair**

**Motion: THAP - 02/24**

Moved By Member, Alicia Higgison  
Seconded By Member, David Petretta

**That** Gary McNamara **be appointed** as Vice Chair of the Tecumseh Housing Advisory Panel for the period of September 23, 2024 to November 14, 2026 or until such time a new appointment are made by Council.

Carried

**4. Land Acknowledgement**

We acknowledge that this land is the traditional territory of the Three Fires Confederacy of First Nations (comprised of the Ojibway, the Odawa, and the Potawatomi Peoples), and of the Huron-Wendat Peoples. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all local and regional First Nations and all of the Original Peoples of Turtle Island who have been living and working on the land from time immemorial.

**5. Disclosure of Pecuniary Interest**

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

**6. Introductions**

Each member of the panel introduced themselves.

**7. Reports**

Reports to the panel were presented under New Business.



**8. Communications**

There were no Communications presented to the panel.

**9. Unfinished Business**

There are no Unfinished Business Items presented to the Panel.

**10. New Business**

**1. Tecumseh Housing Advisory Panel - Terms of Reference**

Director Development Services, Brian Hillman presented the Terms of Reference for the Panel as appended on the agenda. He outlines the mandate. He stated that Larry, administrative staff and himself are there for support but are not apart of the panel.

**Motion: THAP -03/24**

Moved By Member, David Petretta

Seconded By Member, Brent Klundert

**That** the Tecumseh Housing Advisory Panel **receive and approve** the Tecumseh Housing Advisory Panel Terms of Reference.

Carried

**2. Tecumseh Housing Action Plan**

Re: Review of Initiatives

Brian Hillman provided an overview of the Housing Action [Plan](#).

Larry Silani stated that completing the initiatives and reaching the target number of building permits over the next few years is a requirement for the agreement in order to receive the full 4.3 million dollars in funding from the federal government.

Brian Hillman advised that the Housing Accelerator Fund agreement specifies that the Town of Tecumseh agree to a housing supply growth target over 3 years and types of housing units including affordable housing.

Member, Davide Petretta inquired how the Town can commit to the accelerator fund without knowing if they will meet the targets within three years. Brian Hillman responds that the fund is setup to establish initiatives that would stimulate reaching the targets over the next three years. He adds that the Town is receiving funding to help accelerate building processes and to accelerate the affordable housing units. The Town has received the first quarter of the funding which funds the initiatives that are underway. The Town is required to report on the status of each initiative

and has a detailed implementation program with milestones that will be reported to Canadian Mortgage and Housing Corporation (CMHC) to ensure the terms of the funding agreement have been met.

Member, Lorraine Goddard inquired about the language around encouraging, ensuring and promoting initiatives. She asked how the targets will be accomplished and if there are any metrics or activities.

Brian Hillman responds that the metrics involves the number of residential building permits that result from each initiative, which themselves involve a number of actions that lead to Council decisions.

Larry Silani adds that the initiatives forming part of the agreement are actionable.

Member, Lorraine Goddard asked what extent the Town will go to educate the public on encouraging residential intensification activities. She inquired about the plan to promote, educate, encourage and manage the challenges the Town may be facing.

Brian Hillman advised the Town's ongoing consultation process includes public education on the various types of units, their typical built form, how they fit into the municipality and researching case studies that demonstrate ways of expanding housing choices.

Vice Chair, Gary McNamara stated that the biggest hurdle is trying to dispel myths and false information and work on educating the public and media on the process. Mr. McNamara adds that the Planning Act has changed and provides more autonomy to the Municipal sector.

Larry Silani adds that the [discussion paper](#) as appended on the agenda and titled Tecumseh: Expanding Housing Choices and Improving Affordability, dated July 21, 2024, established a baseline of understanding of different housing types and terminology. He stated that there is a lot of misinformation surrounding housing types. Mr. Silani highlighted the important role of the Panel which is to educate the public.

### **3. Status Update for Housing Accelerator Fund Initiatives No. 1 and 3**

Larry Silani provided an update on the Housing Accelerator Fund (HAF) initiatives numbers one and three. With respect to Initiative No. 1 in particular, he reviewed the discussion paper appended on the agenda, titled Tecumseh: Expanding Housing Choices and Improving Affordability, dated July 21, 2024. Mr. Silani stated that the community open house and Council briefing are completed, and the community still has the opportunity to provide feedback. The Town is in phase two, where the consultants are working on a report recommending regulatory options that will propose addressing a range of matters including setbacks, parking and traffic. With respect to Initiative No. 3, Larry Silani reviewed the work underway for considering the implementation of residential intensification

and mixed-use development in the Manning and Tecumseh Road commercial district.

Member, Davide Petretta inquired on the County of Essex position in terms of approvals. He asked if the Plan conforms with the County of Essex's Official Plan.

Larry Silani stated that the County of Essex is finishing work on the new official plan that has supportive policies to expand housing in all neighbourhoods across the County.

Member, Davide Petretta stated the challenges to build affordable and attainable housing in the area.

Brian Hillman stated the importance of focusing on areas that have suitable infrastructure and the importance of making better use of that infrastructure.

Larry Silani highlighted the importance of schools and parks nearby which are amenities needed when introducing housing.

#### **4. Discussion**

The Panel discussed the current state of the local housing market, and considered how the private, public and non-profit sectors could help in meeting evolving needs, improving affordability, and increasing the supply of both rental and ownership housing in Tecumseh.

Member, Lorraine Goddard responds to housing data which indicate rental units versus home ownership. She asked if there is any data that specifies if rental units are owned by residents or non-residents. Ms. Goddard comments on rental units being owned by non residents and the challenges with this type of ownership. She asked how this can be managed so that communities don't deteriorate.

Brian Hillman stated that the Town does not currently have the data but will look into this. He explained that upper levels of government are recognizing offshore ownership and how it is in some instances adversely affecting the housing market.

Member, Davide Petretta stated that construction costs and interest rates affect buyers and their mindset. He explained that the problem is the shift to capture what the market wants and making it affordable. Mr. Petretta asked how future agenda items will come forward.

Larry Silani stated that Administration will come up with certain pieces of business they want the panel to deal with and recommended each member bring forward items for discussions at future meetings. Mr. Silani stated seeing where the market will be in the future for both ownership and social housing will help the Town meet those housing needs. He

stated that the public and non-profit sector needs to help move in the same direction.

Member, Peter Valente stated that prices rise and fall and are greatly impacted by interest rates. He explained that typically as interest rates go up prices will fall, and consumers then wonder how far the prices will fall. People who can afford homes are waiting on the right opportunity. He provided an insight to developer's business methods and the concern with what the government is trying to do to the price of housing. He explained the challenges with preselling a condominium being impossible when a person does not know what the interest rate will be years later. Mr. Valente stated that they are moving towards smaller units and shrinking lot sizes.

Member, Brent Klundert stated that customer sentiment comes with purchasing a home and that people want to know they are making a long-term decision. He stated that many people are looking and considering how to make the move but put it off for a while. Mr. Klundert comments that projects have taken a while to meet customer demands but now pre-zoning can help meet the demands quicker. He explained that there is a significant portion of the population that does not have generational wealth or that is new to the area and needs housing. He stated that municipalities who can get on the frontlines and hit the pricing for the missing middle class will have great success.

Member, Nolan Goyette stated that the housing corporation is only rental housing, with 5,000 units in Windsor-Essex and 40 of those units in Tecumseh. He explained that they are maxed out of occupancy. Mr. Goyette stated that supportive housing is the last step before private market but many individuals are not moving into the private market. He explained that there are 9,000 people on the waitlist, with individuals facing homelessness or domestic violence being made priorities. Mr. Goyette stated that low-income households will realistically never be housed as they will be on the waitlist for at least 20 years. He stated that municipalities need to look at deeply affordable, low-income supportive housing.

Member, Maggie Chen inquired on the Town's definition of affordable housing. She stated that the average sale price in Windsor-Essex is \$600,000. Ms. Chen asked how to minimize the gap and bring more people into home ownership.

Brian Hillman stated that the province has established a bulletin with the intent to have affordable numbers established across Ontario. He explained that every municipality including Tecumseh has a rental affordable rate and a purchase affordable rate which is essentially based off 30% of a household's income going towards housing costs. On both the rental and affordable side it is very challenging if not impossible for the private home builder to meet that need, at least not without some level of government support. He explained that under recent legislation changes,

affordable units built that meet the definition and number has been legislated so that no development charges would be paid for those units.

Larry Silani stated that the Housing Action Plan used 2021 census data that indicated that the median income is over \$100,000. He explained that 27% of households have incomes of less than \$50,000 and 50% of the population is making under \$80,000.

Chair, Alicia Higginson stated that the numbers are outdated from 2021. The average home price of \$600,000.00 is unattainable to most people.

Member, Lorraine Goddard comments that home ownership creates generational wealth, but the rental market still needs to be available as there will always be a population of people who cannot get into home ownership. She explained that the private sector needs to provide deeply affordable housing but from her perspective there is no interest. Ms. Goddard asked if there has been any consideration around land trust home ownership. She explained that land trust home ownership is property that you build smaller homes and people purchase the home, but the land is owned by a non-profit organization.

Brian Hillman stated that there has not been consideration for land trust area. He stated that he has heard of it being used but has not seen it locally.

**11. Next Meeting**

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

**12. Adjournment**

**Motion: THAP - 04/24**

Moved By Member, Brent Klundert

Seconded By Member, David Petretta

**That** there being no further business to discuss, the Tuesday, August 28, 2024 meeting of the Tecumseh Housing Advisory Panel **adjourn** at 5:10 pm.

Carried



## The Corporation of the Town of Tecumseh

Development Services

**To:** Mayor and Members of Council

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

**Date to Council:** November 26, 2024

**Report Number:** DS-2024-37

**Subject:** Tecumseh Transit Service (TTS)  
One-Year Extension of Transit Delivery and Maintenance  
Services Agreement with First Canada ULC  
OUR FILE: T03 TTS

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### Recommendations

It is recommended:

**That** Report DS-2024-37 entitled “Tecumseh Transit Service (TTS) One-Year Extension of Transit Delivery and Maintenance Services Agreement with First Canada ULC” **be received**;

**And that** a By-law authorizing the execution of an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which facilitates a one-year extension to the existing contract for the period January 1, 2025 to December 31, 2025, in accordance with DS-2024-37, **be considered** for first, second, third and final reading.

### Background

Council, at its September 10, 2024 Regular Meeting, in accordance with the recommendations and rationale contained in Report [DS-2024-30](#), passed the following resolution:

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

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

The current agreement is scheduled to expire on December 31, 2024.

## Comments

The Town manages the TTS but contracts the operation and maintenance of the two Town-owned buses to First Canada ULC. First Canada ULC has been the TTS service provider since its inception in 2009 and the Town continues to have a sound service provider relationship with it.

The proposed contract extension for 2025 will involve the operation and maintenance of three electric buses that are expected to be in operation some time in the first quarter of 2025. Although the introduction of electric buses will reduce fuel costs over the contract period, First Canada ULC will incur expenses associated with training drivers and mechanics on the operation and maintenance of these vehicles. These considerations have formed part of the basis for the proposed two percent rate increase over the 2024 contract period.

Town Administration believes that it is appropriate to enter into a one-year contract extension in accordance with Section 3 of the existing Transit Delivery and Maintenance Services Agreement. Accordingly, a draft Transit Delivery and Maintenance Services Amending Agreement has been prepared and reviewed by Legislative Services and is attached to the By-law in the by-laws section of the November 26, 2024 Regular Council Agenda for Council’s consideration. First Canada ULC is agreeable to the terms of the Amending Agreement.

## Consultations

Financial Services

Legislative Services & Clerk

First Canada ULC

## Financial Implications

The proposed hourly rate to be paid to First Canada ULC for transit delivery and maintenance services, which includes fuel for part of the year and basic maintenance costs, is \$69.80 in 2025. This 2% annual increase from 2024 reflects the CPI increase and is consistent with that which has been applied over the past year. The Draft 2025 Transit Budget provision of \$279,920 for Contracts is sufficient to accommodate this increase.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website     Social Media     News Release     Local Newspaper



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

Prepared by:

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

Reviewed by:

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

Reviewed by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



## The Corporation of the Town of Tecumseh

Development Services

**To:** Mayor and Members of Council

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

**Date to Council:** November 26, 2024

**Report Number:** DS-2024-38

**Subject:** Tecumseh Transit Service (TTS)  
Purchase of Three Accessible Electric Transit Buses and  
Associated Charging Infrastructure – Awarding of Tender  
OUR FILE: T03 TTS

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### Recommendations

It is recommended:

**That** Report DS-2024-38, entitled “Tecumseh Transit Service (TTS), Purchase of Three Accessible Electric Transit Buses and Associated Charging Infrastructure – Awarding of Tender,” **be received**;

**And that** the tender to purchase three Karsan e-Jest electric transit buses and two Express 250 Smart DC Fast Charging stations in the proposed amount of \$1,282,583 plus HST **be awarded** to Damera Bus Sales Canada Corp. subject to the successful negotiation of a purchasing agreement.

### Background

In 2024, the Town was awarded \$1,080,000 through the Rural Transit Solutions Fund (“RTSF”) to purchase three accessible electric transit buses and associated charging infrastructure to replace the two existing gas-powered transit buses. The acquisition of three electric buses and two chargers will enable the Town to maintain a back-up bus if one of the electric buses needed to be taken off-route for maintenance purposes. It would also allow the Town to consider expanding the TTS service area and hours in the

future, particularly in conjunction with the on-demand service. The existing gas-powered transit buses are currently beyond their normal life expectancy.

In February of 2024, by way of Report [DS-2024-03](#), Council authorized Administration to undertake a Request for Proposals (RFP) for the purchase and delivery of three electric transit buses and two charging stations and report back to Council with the outcome.

## Comments

The aforementioned RFP was issued on August 27, 2024 resulting in the submission of two proposals: Damera Bus Sales Canada Corp. (“Damera”) and City View Bus Sales and Service Ltd (“City View”). The bus model proposed by Damera was the Karsan e-Jest while City View proposed an Optimal-EV S1 model (see Attachment 1). The proposals were reviewed and evaluated by Administration based on technical specifications, quality assurance, warranty provisions, pricing and general provisions set out in the RFP, resulting in the following total scores out of a potential 100 points:

Damera	84
City View	79

The total cost of the Damera proposal was \$1,282,583 while the City View proposal was \$1,881,893.

The proposal by Damera meets the requirements of the RFP. Accordingly, Administration recommends that Council authorize Administration to negotiate an agreement with Damera for the delivery of three Karsan e-Jest electric transit buses and two Express 250 Smart DC Charging stations in the approximate amount of \$1,282,583 plus non-rebated HST.

Damera indicated in its submission that the vehicles and charging infrastructure could be delivered within two months of placing the order, subject to accounting for any special modifications. Accordingly, accounting for the time to negotiate the purchasing agreement and have it executed by Council, the Town could expect to receive delivery of the buses, along with the installation of the charging stations at the Public Works Yard, by March of 2025.

## Consultations

Financial Services  
Public Works & Engineering Services

## Financial Implications

As noted, the total cost of the Damera proposal is \$1,282,583 plus non-rebated HST. This cost could marginally change through the negotiation of the purchasing agreement because of certain specifications being added, removed or altered (e.g., addition of a bike rack, enhanced warranty). Once the agreement is negotiated, it will be brought back to Council with the actual cost identified. The Town’s share of the final cost will be that actual cost minus the \$1,080,000 in funding committed by the Federal government through the RTSF and is currently estimated to be \$202,583. This amount is to be funded through the Lifecycle Fleet Reserve.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website     Social Media     News Release     Local Newspaper

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

Prepared by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1.	Exterior View of Bus Models



**Damera: Karsan e-Jest**



**City View: Optimal-EV S1**



Prepared By:  
Development Services

**Attachment 1, DS-2024-38**  
Tecumseh Transit Service  
Purchase of Electric Buses  
**Exterior Views of Bus Models**



**The Corporation of the  
Town of Tecumseh**

Development Services

**To:** Mayor and Members of Council

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

**Date to Council:** November 26, 2024

**Report Number:** DS-2024-39

**Subject:** Deferred Town Contribution to ERCA Land Acquisition Program  
Clean Water~Green Spaces Program  
OUR FILE: D03 ERCA Transition Plan

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**Recommendations**

It is recommended:

**That** Report DS-2024-39, titled “Deferred Town Contribution to ERCA Land Acquisition Program: Clean Water~Green Spaces Program” **be received;**

**And that** direction be given to Administration **to engage** with ERCA **to evaluate** its new Land Acquisition Program, and **to review alternatives** for ecological stewardship or similar programs with a report to Council prior to deliberations for the 2026 operating budget;

**And further that** Council **defer** the Town’s 2025 estimated contribution of \$50,115 to ERCA’s Land Acquisition Program;

**And further that** the deferred commitments for both 2024 and 2025 **be transferred** to a designated Reserve.

## Background

Based on the recommendation of Report [CAO-2023-08](#), Council passed Motion RCM-331/23 at the December 12, 2023 Regular Council Meeting, which included the following:

**“That direction be given** to Administration to evaluate the ERCA Land Acquisition Program and review alternatives for ecological stewardship initiatives in 2024 with a report out to Council prior to deliberations for the 2025 operating budget;

**And further that** By-law No. 2023-118, being a by-law to amend By-law No. 2023-111, to authorize the execution of a revised Cost Apportioning Agreement between the Corporation of the Town of Tecumseh and Essex Region Conservation Authority for a reduced funding contribution for non-mandatory ERCA programs and services as provided in Report CAO-2023-08 **be given consideration** for first, second, third and final reading.”

The by-law authorizing execution of the revised Cost Apportioning Agreement was passed and ultimately executed by the Mayor and Clerk. The effect of the revised Cost Apportioning Agreement was that the Town’s contribution towards the Essex Region Conservation Authority (ERCA) Land Acquisition Program, totalling \$47,728, was paused to permit an evaluation of the past performance of the program.

To evaluate the ERCA Land Acquisition Program, commonly referred to as the Clean Water~Green Spaces Program, Administration requested detailed information from ERCA early in 2024, including:

- 1) The period over which the program has been in effect;
- 2) A listing of land holdings purchased during the program period, including size, location, purchase price and reasons for the acquisition; and
- 3) The amount of contributions to this fund by each municipality over the program period.

Although some of the preceding information was provided by ERCA this past fall, it was limited in terms of the detail provided. At a meeting between senior Town Administration and Tim Byrne, CAO/Secretary Treasurer of ERCA, it was acknowledged that records of this nature had not been kept over the life of the program and that for the program to continue, greater transparency and more detailed reporting to the member municipalities would be beneficial.

At the November 14, 2024 ERCA Board meeting, Report BD27/24, authored by Mr. Byrne and titled “Clean Water~Green Spaces (CW~GS), 20 Year Environmental



Investment Summary,” (See Attachment 1) was approved by the Board and included the following recommendations:

“That ERCA Administration continue discussions with municipal administrators on renewing participation in the land acquisition component of the municipal Cost Apportioning Agreements; and

That ERCA Administration redefine the land acquisition component of the historical CW~GS program to provide for additional accountability, clarity and transparency requested by regional municipal Administrators.”

## Comments

Information provided by ERCA indicates that, prior to the CW~GS program, from 1973 to 2003, 2,975.5 acres was acquired throughout Windsor and Essex County, 52.1 acres in the Town of Tecumseh. These lands were acquired with funding primarily from the Provincial government and non-government sources. As outlined in the ERCA report, this funding diminished over time and consequently, the CW~GS program was developed to provide base funding for land acquisition as well as tree planting and water quality and agricultural stewardship programs on private lands.

Under the CW~GS program, from 2004 to 2023, 1,528.7 acres were acquired by ERCA throughout Windsor and Essex County, with 69.0 acres in Tecumseh corresponding to the acquisition of the CASO Rail Line. The CASO line acquisition was funded through the CW~GS program, federal grant funding and funding from the municipalities of Lakeshore, Essex and Tecumseh. The Town’s share was \$43,983 in 2022.

During this period, the CW~GS program also contributed funds for the Town of Kingsville to acquire 173.2 acres and the City of Windsor to acquire 233.4 acres (Spring Gardens), both acquisitions being for conservation purposes. Specific monetary values for these acquisitions are not available although Administration was informed that the first 10 years of all contributions to the CW~GS program was put toward the \$4.78M purchase of Spring Gardens.

As outlined in the ERCA report, there is a remaining balance in the CW~GS program of \$1.8M in funding for future acquisition and/or programming support. The report indicates that a new Category 3 (non-mandatory) land acquisition fund is being partially funded through agreements with five of the area municipalities and is distinct from the CW~GS program. ERCA Administration plans to return to the Board in December 2024 with an updated policy framework to address land securement and acquisition. Said document will be subject to municipal and public consultation.

In light of the foregoing, it is recommended that the Town once again pause its 2025 financial contribution to the ERCA land acquisition program. This will allow time for a

full assessment of the new program, and how it might be better implemented, with greater transparency. Administration will also consider whether an alternative ecological land stewardship or similar program might be preferable to the ERCA program for the Town. This work will be undertaken in 2025 with a planned report to Council prior to the 2026 budget deliberations.

## **Consultations**

Chief Administrative Officer  
Financial Services  
ERCA

## **Financial Implications**

The financial commitment under the cost-apportioning agreement with ERCA for the Clean Water~Green Spaces program for 2024 was \$47,728, which was deferred by Council in accordance with Motion RCM-331/23.

The 2025 financial commitment towards this program is estimated to be \$50,115, which is also recommended to be deferred.

Administration recommends that the deferred commitments for both 2024 and 2025 be transferred to a designated Reserve. Council is advised that the Town's contributions to the other Category 3 non-mandatory programs totaled \$25,901 in 2024 and it is anticipated that the Town will continue to fund these in 2025.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Essex Region Conservation Authority Report BD27/24, Clean Water~Green Spaces (CW~GS), 20 Year Environmental Investment Summary, November 6, 2024



## Essex Region Conservation Authority

### Board of Directors

BD27/24

From: Tim Byrne, CAO/Secretary-Treasurer

Date: Wednesday, November 6, 2024

**Subject: Clean Water~Green Spaces (CW~GS), 20 Year Environmental Investment Summary**

**Recommendation 1:** THAT the Clean Water~Green Spaces 20 Year Environmental Investment Summary be received for information; and further,

THAT ERCA Administration continue discussions with municipal administrations on renewing participation in the land acquisition component of municipal Cost Apportioning Agreements; and further,

THAT future negotiations to renew municipal Cost Apportioning Agreements include a proposal to support water quality and watershed stewardship programming.

**Recommendation 2:** THAT ERCA Administration redefine the land acquisition component of the historical CW~GS program to provide for additional accountability, clarity and transparency requested by regional municipal Administrators.

### Summary

- Clean Water~Green Spaces ('CW~GS') was a program initiated by ERCA in 2003 to provide funding for the protection and restoration of natural areas in the region and to enhance water quality. Funding for this program was through municipal levy.
- With changes to the Conservation Authorities Act, the suite of services falling under the CW~GS program could no longer be funded through the historic municipal levy process and transitioned to Category 3: Non-mandatory programs and services, subject to municipal Cost Apportioning Agreements.
- ERCA has been successful in securing funding (through provincial, federal and Foundation grants) by utilization of the historic CW~GS funds, typically as local matching contributions for grant applications related to land securement.
- The most sustainable means of protecting natural areas and preserving works undertaken by the Authority is through securement/ownership of land to ensure these areas are protected in perpetuity. Funding through CW~GS has historically provided for a mechanism for land acquisition

to ensure that funds allocated for the betterment of the region are available to the Authority in the event that properties become available.

- Municipal Administrations, who advised of pausing funding for 2024, have been contacted by ERCA Administration, in order to request reconsideration of the land acquisition component of the Category 3 non-mandatory (CW~GS) programs, for the term of the existing agreement.

## Discussion

For more than 20 years, through the CW~GS program, ERCA has been championing efforts in the region under this historic municipal levy umbrella with three key program areas:

- 1) land acquisition of strategic ecologically significant properties under ERCA's Land Securement Strategy,
- 2) tree planting and restoration on non-ERCA/municipal or private lands, and
- 3) water quality and agricultural stewardship programs (Best Management Practices "BMP"s, and non-point source initiatives).

A summary of program successes has been prepared, highlighting the local municipal investment and the leveraging of external grants resulting from this municipal investment. In addition, the summary further identifies accomplishments in acreages, of natural heritage features protected, numbers of trees planted, wetlands created, and prairie and pollinator-habitats constructed. Of note in this summary, a nominal amount of municipal funding has facilitated millions of dollars returned to the region for water quality improvement projects, and water quality samples being collected and analyzed. The Clean Water~Green Spaces, 20 Year Environmental Investment Summary is attached to this report.

## Funding Changes to CW~GS

The changes to the Conservation Authorities Act imposed by the Province of Ontario required the Authority to transition to identifying mandatory (municipally funded) and non-mandatory programs (funded through individual Cost Apportionment Agreements with individual municipalities).

ERCA undertook the process of negotiating Cost Apportionment Agreements, which were finalized in late 2023. During this process, the land acquisition component of the historical CW~GS program, became an optional item within the suite of non-mandatory programs and services. The City of Windsor opted out of this program but is continuing to hold and finance a municipally held ERCA reserve. Details of how this fund is to be accessed by ERCA still remains undetermined at this time. Discussion with City Administration is anticipated to proceed shortly. Following the City of Windsor's decision, three municipalities, which had previously expressed interest in continuing to fund land acquisition, elected to pause contributions for 2024. ERCA Administration is currently engaged with these municipalities to ascertain a move-forward position for contributing to the new Board approved, separately held restricted fund for land acquisition, that was established in 2024.

The historic CW~GS land acquisition fund remains intact with \$1.8M in funding available for future acquisition and/or programming support. Most recently, the CW~GS fund facilitated a \$1M grant

toward the recent acquisition of the previously abandoned CN rail corridor (CASO), extending from Windsor through Tecumseh, Essex, and Lakeshore, ultimately connecting with the TransCanada Trail system outside of our region. The fund continues to provide support for ongoing acquisition-related costs specific to CASO, including outstanding parcel ownership issues and confirmation and enforcement of property boundaries and encroachments.

All Category 3 non-mandatory programs presented in BD14/22 remain funded through Cost Apportioning Agreements, currently in place, other than agricultural stewardship which was removed from the suite of programming, due to insufficient municipal support. In 2024, ERCA successfully applied for and received significant term-limited grant funding to continue to provide financial incentives and subsidies to rural landowners, that comprise over 75% of the region's area (including rural/agricultural stewardship). While grant funding has been secured to partially support water quality programming and fund agricultural stewardship and outreach, in the absence of sustainable municipal support, the under-resourced program simply cannot address long term concerns for impacts on water quality, for downstream municipalities, resulting from agricultural practices.. Additionally grant funding is term limited, with a defined scope, and there is no guarantee that funding will be renewed beyond the grant agreement terms. Without ongoing municipal funding supports, the beneficial water quality improvement programs, targeted to rural land stewards, will be discontinued at the end of the funding cycle.

As a watershed-based agency, these programs and services are crucial in supporting regional watershed management objectives, notably the improvement of water quality. The attempt to provide ongoing watershed-based programs and services, by relying solely on grant funding, is an unsustainable program funding model.

### **Re-envisioning Land Securement through a Sustainable Framework**

The land acquisition fund was initiated in 2003 through the Clean Water~Green Spaces Levy and the land acquisition component has comprised the majority of the historical CW~GS levy funding. Once purchased, restoration and management of these lands would be categorized as a mandatory activity.

In 2012, ERCA approved its Land Securement Strategy (approved in Committee of the Whole) to provide a guideline for future ERCA land securement efforts. This Strategy aims to provide for the permanent protection of existing natural features through land securement procedures, including a robust evaluation scoring model. It is important to note that the Land Securement Strategy focuses on natural heritage features and not on recreational opportunities. ,

In the event that an at-risk property becomes available, ERCA works towards the strategic purchase of lands that have the highest biological value, and that will have the greatest impact on improving watershed and biological health of the region.as reflected in the Land Securement Strategy, While potential acquisitions are evaluated on a case-by-case basis, securement can ensure the long-term protection of natural heritage links between existing fragmented forests and wetlands. Any land securement or acquisition is undertaken through a Board approved resolution.

A new Category 3 land acquisition fund (name is TBD) is being partially funded through agreements with five of the nine regional municipalities and is distinct and separate from the former CW~GS (2003-2023) land acquisition fund. Going forward, the description and acronym CW~GS, will be used solely in reference to the legacy (2003-2023) accumulated unspent funds

ERCA Administration proposes to return to the Board in December 2024 to present an updated policy framework to address land securement and acquisition. In support of this policy document, Administration proposes to update the existing Land Securement Strategy (2011) in early-2025 for Board approval. The updated Land Securement Strategy document would be subject to municipal and public consultation, and once finalized, available as a public document.

**Approved By:**



---

Tim Byrne  
CAO/Secretary Treasurer

**Attachments:**

- Clean Water~Green Spaces 20 Year Environmental Investment Summary



# Clean Water ~ Green Spaces

## 20 Year Environmental Investment Summary

In 2003, municipal leaders from across the region supported the Clean Water~Green Spaces initiative, which was developed to proactively address the critical environmental needs of the Windsor-Essex-Peel community. This program recognized the need to address water quality issues and increase habitat and biodiversity in an effort to achieve the United Nations minimum target of 12% natural areas coverage by providing an incentive for environmental stewardship.

The Clean Water~Green Spaces initiative had three priority areas:

- Protecting vulnerable lands of ecological importance
- Restoring habitat and green spaces wherever possible
- Improving water quality



As a result of this innovative approach to protecting and restoring our regional watersheds, over the past two decades, significant environmental progress has been achieved:



**\$14.8 Million**

of municipal Clean Water~Green Spaces funding invested in the regional environment



**\$15.2 Million**

of funding leveraged from other sources, including provincial, federal and other grants

**\$12.8 Million**  
Invested in Protecting Natural Areas



**1935 Acres**  
of Property Protected

**\$9.9 Million**  
Invested in Restoration Projects

(\$2.1m municipal / \$7.8m leveraged)



**2.7 Million**  
Trees Planted



**63 Acres**  
of Wetlands Created



**100 Acres**  
of Prairies Planted

**\$2.5 Million**  
Invested in Water Quality Improvement Projects

(\$1.4m municipal / \$1.1m leveraged)



**1088 Water Quality Improvement Projects**

Implemented (including rock chutes, buffer strips, wells decommissioned, septic upgrades)

**\$4.7 Million**  
Invested in Water Quality Research and Monitoring

(\$760k municipal / \$4m leveraged)



**Hundreds of Thousands of Samples Collected**

Three, 5 Year Watershed Report Cards Produced

## Some Highlights

### LaSalle



#### 14 Acres Restored

A privately-owned former farm field that buffers the Canard River was restored with forest and prairie habitat to improve biodiversity and water quality, while preventing soil erosion.

### Leamington



#### 36 Acres Restored

Farmland adjacent to Hillman Marsh Conservation Area was acquired and restored, expanding the forest and wetland habitat at this Provincially Significant Wetland.

### Kingsville



#### 350 Acres Protected

Natural areas and surrounding farmland were protected in the Cedar Creek watershed. The farmland was restored to forest and wetland natural habitat.

## Lakeshore • Essex • Tecumseh



#### 46 km Multi-Use Trail

The Municipality of Lakeshore, Town of Essex and Town of Tecumseh partnered with ERCA, which leveraged significant grant funds in addition to Clean Water~Green Spaces funding, to acquire the CASO rail line, which will be transformed into a 46 km multi-use trail for the benefit of the entire region.



Photo: The CASO rail line (shown in red) will be transformed into a multi-use trail

### Amherstburg



#### 74 Acres Protected & Restored

Located near Holiday Beach Conservation Area, this former farmland was donated to ERCA for protection and restoration to forest and wetland habitat.

### Windsor



#### \$4.78 Million Invested

to protect the Spring Garden Natural Area in partnership with the City of Windsor.

### Pelee Island



#### 18.5 Acres Restored

In partnership with private landowners, 3 wetlands, 3 snake hibernacula and several snake nesting structures, pit and mound excavations, and 900 native tree & shrub seedlings were created and restored.



**The Corporation of the  
Town of Tecumseh**

Public Works & Engineering Services

**To:** Mayor and Members of Council  
**From:** Phil Bartnik, Director Public Works & Engineering Services  
**Date to Council:** November 26, 2024  
**Report Number:** PWES-2024-54  
**Subject:** Urban Forestry and Naturalization Management Plan  
Award of Consulting Services

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**Recommendations**

It is recommended:

**That** report PWES-2024-54 Urban Forestry and Naturalization Management Plan **be received**;

**And that** Council **award** the Consulting Services for the Urban Forestry and Naturalization Management Plan in the amount of \$197,696.50 excluding HST to Dillon Consulting Ltd.;

**And further that** By-law 2024-102 be considered for first, second, third and final reading, **to authorize** the Mayor and Clerk to execute and agreement, satisfactory in form to the Town's solicitor, with Dillon Consulting Ltd.;

**And further that** project funding allocations, reflecting a total budget requirement of \$272,408 with a \$72,408 increase to the original allocation **be approved** as follows:

- Infrastructure Reserve – increase from \$200,000 to \$272,408

## Background

As part of an amendment to the 2024-2028 PWES Capital Works Plan, Council approved the Urban Forestry and Naturalization Management Plan as detailed in report [PWES-2024-38](#) titled “Amendment to the 2024-2028 PWES Capital Works Plan, Urban Forestry and Naturalization Master Plan” which was received by Council at their July 23, 2024 Regular Meeting of Council (Motion: RCM-174/24).

## Comments

In accordance with the Town’s Purchasing Policy (Policy No. 17) and Schedule ‘A’ of By-law 2021-60, projects with a value greater than \$50,000 require a Request for Tender or proposal process.

A Request for Proposal (RFP) was posted on the Town’s Bids & Tenders account and on the Town’s website on September 18, 2024. Proposals were received up to and including October 31, 2024, at which time five (5) consulting firms submitted a proposal.

The RFP submissions were received and reviewed by an Evaluation Committee comprised of Town staff. The Evaluation Committee evaluated each proposal on its own merit according to the criteria, which included: Understanding the Scope, Proposed Implementation Plan, Relevant Project Experience, Project Manager, Project Staff, Indigenous Procurement and Fees.

Based on a review of the RFP submissions, no mathematical errors were noted, and all proposals were complete and deemed acceptable.

Upon completion of the evaluation by the Evaluation Committee, the following rankings were determined:

Firm	Rank
Dillon Consulting Ltd.	1
Dougan & Associates	2
GEI Consultants	3
Diamond Head Consulting Ltd	4
Davey Tree Expert Co. of Canada Ltd.	5

The proposal submitted by Dillon Consulting Ltd. was deemed acceptable and satisfies the requirements of the RFP for Consulting Services for the Urban Forestry and Naturalization Management Plan.

These services include:

- Recommending short, medium and long-term strategies to enhance and protect the Town's Urban Forest for the next 20 years;
- Documenting the benefits of enhanced urban forestry in reducing the impacts of climate change;
- Reviewing and documenting a comprehensive inventory of the Town's existing canopy coverage, while determining a target urban forestry canopy coverage;
- Identifying key areas for potential urban forestry expansion on both public and private properties, including integration within new developments;
- Identifying key areas for naturalization to support vegetation requirements and community interests in public spaces and parks;
- Providing planning recommendations and objectives to achieve the Town's goals to reduce the impacts of climate change through successful tree planting programs and forest restoration on both public and private properties;
- Outlining robust best management practices and techniques for enhancing and maintaining the urban forest, including protection, replacement, and monitoring;
- Identifying key communication strategies with stakeholders, the public and Indigenous communities;
- Delivering a robust engagement program, designed to ensure meaningful engagement with stakeholders and;
- Emphasizing the benefits to communities from investing in urban forestry.

Administration recommends that Council award the RFP for Consulting Services for the Urban Forestry and Naturalization Management Plan in the amount of \$197,696.50 excluding HST to Dillon Consulting Ltd.

## **Consultations**

Community & Recreation Services  
Financial Services

## Financial Implications

Council previously approved the allocation of \$200,000 for this study within the amendment to the PWES Capital Works Plan as detailed under Report No. [PWES-2024-38](#). The projected costs are summarized below:

Cost Item	Amount
Consulting Services	\$197,697
Indigenous Consultation Allowance <sup>1</sup>	\$30,000
Agencies Consultation Allowance <sup>2</sup>	\$20,000
Budgetary Contingency	\$20,000
Sub-total	\$267,697
Non-rebated HST (1.76%)	\$4,711
<b>Total</b>	<b>\$ 272,408</b>

Notes:

- 1) It is normal practice for Indigenous Communities to enter into agreements with municipalities for cost recoveries for consultation throughout a municipal study or project. In this instance Administration is recommending an Allowance of \$30,000 to cover the costs for consultation with Indigenous Communities that the Town normally engages with. Only those costs incurred will be assessed to the Allowance and the project.
- 2) There are a number of agencies that may be local, provincial or national who can offer advice, direction and recommendations on the approach towards naturalization efforts including public education. Only those costs incurred will be assessed to the Allowance and the project.

The total projected cost for the Urban Forestry and Naturalization Management Plan is \$272,408, which is \$72,408 above the previously approved funding allocation of \$200,000. The cost increase is a result of allowances and contingencies for consultations with Indigenous, Regulatory and Non-Profit organizations.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Joseph Lappalainen, E.I.T.  
Project Technician

Reviewed by:

Beth Gignac, BA Hons  
Director Community & Recreation Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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





## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

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

**Date to Council:** November 26, 2024

**Report Number:** PWES-2024-55

**Subject:** Intact Municipal Climate Resiliency Grants Program  
Tecumseh Tree Planting Program

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### Recommendations

It is recommended:

**That** report PWES-2024-55 Intact Municipal Resiliency Grants Program, Tecumseh Tree Planting Program, **be received**;

**And that** Administration **be authorized** to submit an application to Intact for funding under the Municipal Climate Resiliency Grants Program for Tecumseh's Tree Planting Program;

**And further that** the Director Financial Services & Chief Financial Officer and Director Public Works & Engineering Services **be authorized** to sign any required documents necessary to complete the application and the subsequent documentation for the Municipal Climate Resiliency Grants Program.

### Background

The Municipal Climate Resiliency Grants (MCRG) Program is a climate adaptation program to build resilient communities, with a focus on municipalities. The MCRG program aims to invest in projects that increase a community's resiliency to flood and wildfire risks. Specifically, the fund intends to fund projects that:

- Target a community that is vulnerable to the impacts of climate change as to mitigate flooding and/or wildfire risk;
- Has specific outcomes and indicators for success and;
- Is scalable across the community.

Priority will be given to projects that have considered or completed Intact's Municipal Flood Risk Check Up tool or FireSmart Canada's Wildland Fire Hazard Assessment for neighborhoods.

Each project will be funded up to \$200,000 and one application is permitted per project. Further details on the MCRG are provided on the program [website](#).

All Canadian municipalities are eligible to receive funding.

The **deadline to submit an application is January 31, 2025**. Projects must be completed within 1-2 years of when funding is received.

The MCRG program is funded entirely through an investment from Intact Financial Corporation (Intact). Intact is the largest provider of property and casualty insurance in Canada and is the Town's insurance carrier.

## Comments

### Recommended Project for Tecumseh

Following review of possible projects for the MCRG program, Administration is recommending continuation of the Town's efforts to implement the 'Boulevard Street Tree Enhancement Program.'

At the February 13, 2024, Council Meeting, Council approved report PWES-2024-07 for the 2024-2028 PWES Five-Year Capital Works Plan which included the Boulevard Street Tree Enhancement Program (Motion: RCM-21/24). With an allocation of \$125,000, this program will install approximately 250 boulevard trees in 2024, in addition to the 55 trees that are planted annually by Community & Recreation Services (CRS). Report PWES-2024-07 also projected to continue the program throughout the 5-year capital works plan, with an allocation of \$125,000 each year.

Administration attended a webinar hosted by Intact on October 15, 2024 in relation to MCRG. This webinar was the first of Intact's webinar series and was specific to Flood Resilience projects. Tree planting and naturalization of pervious areas was recognized as a potential project that could be funded through MCRG.

If the Town’s application were to be approved, this would provide for an increased allocation and continuation of the current street tree enhancement program and facilitate the planting of approximately 400 additional trees across the Town in boulevards and other locations such as Town parks as deemed suitable by the Manager of Horticulture. This would serve to benefit the community and meet the goals set forth in the Town’s 2019 Climate Emergency Declaration. Ultimately, this would support the Town’s ongoing commitment to enhance the urban tree canopy as documented in the Official Plan (2021) and recent funding allocations approved by Council for increased tree plantings.

## Consultations

Community & Recreation Services  
 Financial Services  
 Dillon Consulting Ltd.

## Financial Implications

There are no financial implications arising from this report.

If funding is received from the Intact Municipal Climate Resiliency grant program, this would be added to the previously approved budget allocation for the Boulevard Street Tree Enhancement Program, under report PWES-2024-07 PWES Five Year Capital Works Plan (Motion: RCM-21/24).

## Link to Strategic Priorities

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Joseph Lappalainen, E.I.T.  
Project Technician

Reviewed by:

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

Reviewed by:

Beth Gignac, BA Hons  
Director Community & Recreation Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council

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

**Date to Council:** November 26, 2024

**Report Number:** PWES-2024-56

**Subject:** Canada Housing Infrastructure Fund, Direct Delivery Stream  
Tecumseh Hamlet Gouin Stormwater Management Facility

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### Recommendations

It is recommended:

**That** report PWES-2024-56 Canada Housing Infrastructure Fund, Direct Delivery Stream – Tecumseh Hamlet Gouin Stormwater Management Facility, **be received**;

**And that** Administration **be authorized** to submit an application to the federal government for funding under the Canada Housing Infrastructure Fund for a future commitment to the Tecumseh Hamlet Gouin Stormwater Management Facility;

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

### Background

On April 16, 2024, the Government of Canada announced Budget 2024 which committed \$6 billion in federal funding over 10 years to establish the Canada Housing Infrastructure Fund (CHIF). The CHIF is a merit-based contribution funding program for water, wastewater, stormwater and solid-waste infrastructure projects that facilitate increased housing supply and improved densification. It is comprised of two funding

streams, one tailored directly to smaller communities such as municipalities (direct-delivery stream) and the other intended for provinces and territories on a larger scale (Provincial and territorial agreement stream).

The direct delivery stream will deliver up to \$1 billion over eight years to eligible municipalities. For a project to be eligible for funding through the direct delivery stream, it must:

- Directly enable new housing supply;
- Include investment in infrastructure that will remove barriers to enabling housing supply in a community in the short-term;
- Be substantially completed by September 2031.

Eligible projects must support increased capacity of municipal infrastructure, either through capital or planning projects, including new construction, rehabilitation or expansion projects that result in tangible infrastructure for the following systems:

- Drinking water systems, such as treatment facilities, storage assets, pump stations, local and transmission pipes, and natural infrastructure;
- Wastewater systems, such as storage and treatment facilities, lagoon systems, pump stations, sanitary forcemains or sewer pipes;
- Stormwater systems, including pump stations, management facilities, pipes and natural infrastructure.

Planning projects must support a future capital project that would be considered eligible under CHIF.

Applicants must also demonstrate that there is a pressing need for increased housing supply. Applications that demonstrate a high level of project readiness may be prioritized.

In provinces, projects approved under the CHIF **are eligible to receive funding up to 40% of eligible expenditures or 50% of eligible expenditures for municipal governments with a population of 30,000 or less**. Total funding from all levels of government cannot exceed 100% of total project costs, and total federal government funding cannot exceed 100% of total eligible project costs under this program.

The CHIF is accepting project applications through a continuous intake, which opened on November 7, 2024. Applications are being accepted until March 31, 2025 at 3:00 pm EDT. Applications received before the final closing date may be reviewed and approved during the intake period.

## Comments

### Recommended Project for Tecumseh

In review of potential projects for the Canada Housing Infrastructure Fund (CHIF), Administration is recommending the **Gouin Stormwater Management Facility** that is located in the northwesterly quadrant of the Tecumseh Hamlet Secondary Plan Area (THSPA). Please refer to Attachment 1 for the project location map. The Gouin Stormwater Management Facility includes the construction of a dry pond, landscaping, associated inlet structures and a storm pumping station. This project has regard to the following:

- i) The eligibility criteria, housing enabling goals and timelines identified for the CHIF;
- ii) Addressing the Town's Strategic Priorities of Growth and Economic Development and Council-Approved mandates;
- iii) Prioritization of developing the Tecumseh Hamlet Secondary Plan Area (THSPA) (recommended hybrid scenario within the May 2022 SCM Presentation).

The Gouin Stormwater Management Facility is proposed to be constructed along the north boundary of the THSPA lands just south of the County Road 22 right-of-way. This facility will allow for a controlled discharge by way of a storm pumping station outlet into the existing drainage system (the Gouin Municipal Drain) that currently services the adjacent agricultural lands as well as the existing urban area to the east. It will also include inlet structures to connect to new storm sewers that will be constructed as part of future development. The location and need of the Gouin Stormwater Management Facility has been identified in various studies, including the Upper Little River Master Drainage and Stormwater Management Plan (2023) and the ongoing studies for the Tecumseh Hamlet Secondary Plan, Environmental Assessment, and Functional Servicing Reports.

The installation of critical water and wastewater infrastructure within the Tecumseh Hamlet has been supported by Council to facilitate development and growth within Tecumseh. The Gouin Stormwater Management Facility will further facilitate future low, medium and high-density housing development in the Tecumseh Hamlet while also servicing the existing urban neighbourhood located to the east. Once completed, it will facilitate the development of approximately 1,591 residential units and unlock 437,000 ft<sup>2</sup> of commercial floor space in the portion of the Tecumseh Hamlet between County Road 22 and Intersection Road. **The 1,591 residential units would provide for a 16% increase in overall housing within Tecumseh with a mix of densities.**



## Consultations

Chief Administrative Officer  
Development Services  
Financial Services  
Dillon Consulting Ltd.

## Financial Implications

Federal funding of this project from the Canada Housing Infrastructure Fund is up to 50% of the total eligible project costs.

The estimated total project cost for completing the recommended project is \$27,667,000. The following financial implications would arise if the Town's application to the Canada Housing Infrastructure Fund were successful and approved:

Total Project Costs:	\$ 27,667,000
CHIF (50%)	\$ 13,833,500
Town of Tecumseh (50%)	\$ 13,833,500**

\*\*The Town of Tecumseh portion would be subject to cost sharing with the affected developers and landowners within the service area of the Gouin Stormwater Management Facility. Further details on the cost sharing arrangements are required to understand the full financial impact to the Town.

Funding for the Town's portion of costs will come from a combination of the Infrastructure Reserve, Storm Sewer Lifecycle Reserve, OCIF Grant funding and Long-Term Debt. The total amount borrowed is not anticipated to be affected by the fact that grant funding will be released by regular reporting periods, i.e. not advanced.

The Lifecycle Stormwater Reserve has an estimated 2024 year-end balance of \$(500,000). The annual allocation to this reserve effective 2024 is \$1,460,000 with a target annual allocation of \$2,000,000.

As this project will take several years to complete, the amount to be borrowed, if any, will depend on the timing of expenditures and available reserve balances, i.e. impact of other Stormwater capital projects.

The Town currently has \$10.5 million in outstanding long-term debt at 2023 year-end (\$11.7 million in 2022). The Town's 2024 Debt Servicing Costs of \$1.6 million represents approximately 3% of Total Revenues as per our latest Provincial Financial Indicator Review. A measure less than 5% is considered Low risk, greater than 5% but less than 10% is considered Moderate risk and greater than 10% is considered High risk.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Joseph Lappalainen, E.I.T.  
Project Technician

Reviewed by:

Brian Hillman, MA, MCIP, RPP  
Director Development Services

Reviewed by:

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

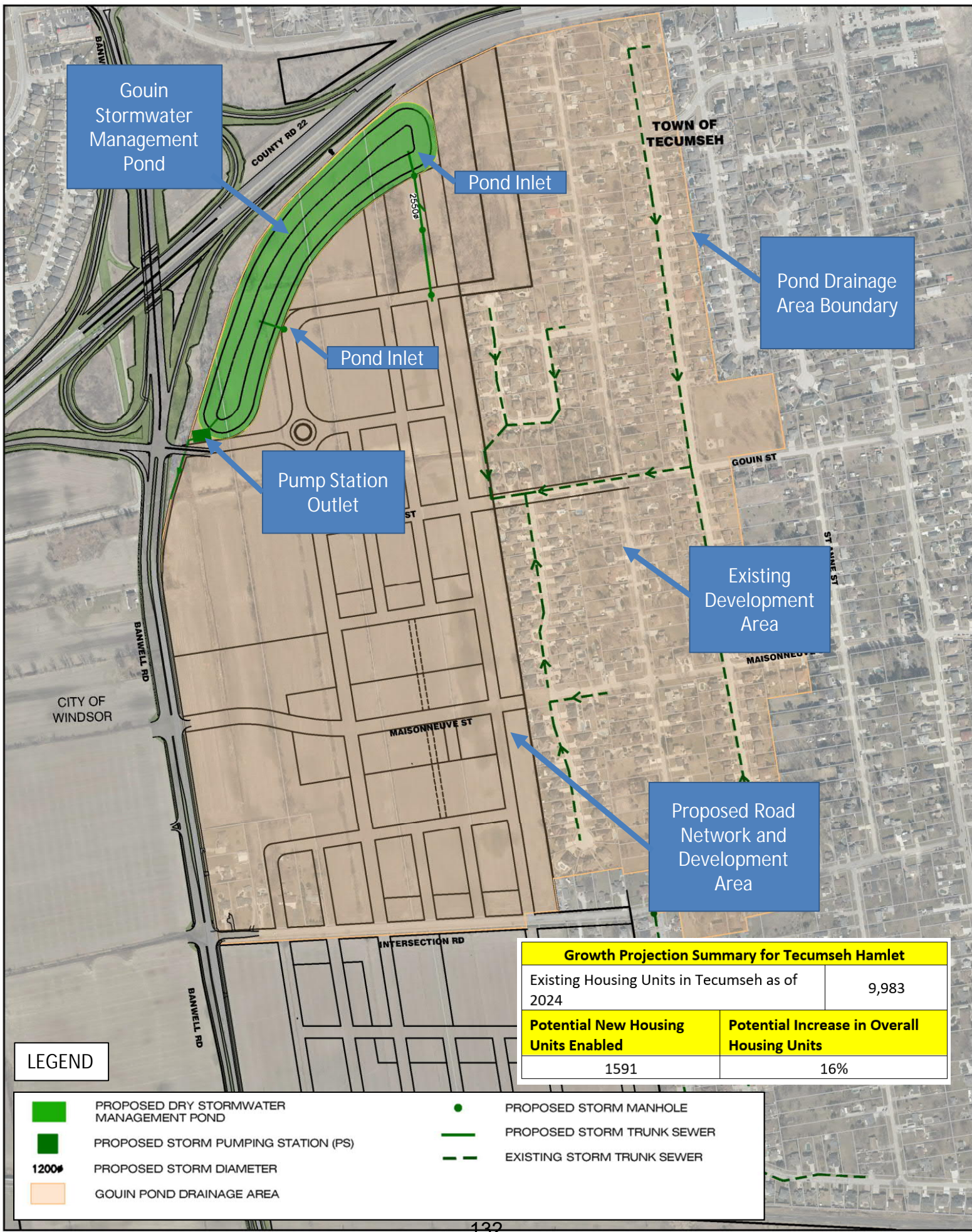
Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Tecumseh Hamlet Gouin Stormwater Management Facility



Gouin Stormwater Management Pond

Pond Inlet

Pond Drainage Area Boundary

Pond Inlet

Pump Station Outlet

Existing Development Area

Proposed Road Network and Development Area

**Growth Projection Summary for Tecumseh Hamlet**

Existing Housing Units in Tecumseh as of 2024	9,983
<b>Potential New Housing Units Enabled</b>	<b>Potential Increase in Overall Housing Units</b>
1591	16%

**LEGEND**

- PROPOSED DRY STORMWATER MANAGEMENT POND
- PROPOSED STORM PUMPING STATION (PS)
- PROPOSED STORM DIAMETER 1200#
- GOUIN POND DRAINAGE AREA
- PROPOSED STORM MANHOLE
- PROPOSED STORM TRUNK SEWER
- EXISTING STORM TRUNK SEWER



## The Corporation of the Town of Tecumseh

Public Works & Engineering Services

**To:** Mayor and Members of Council  
**From:** Phil Bartnik, Director Public Works & Engineering Services  
**Date to Council:** November 26, 2024  
**Report Number:** PWES-2024-57  
**Subject:** Backflow Prevention By-Law

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### Recommendations

It is recommended:

**That** Report PWES-2024-57 Backflow Prevention By-Law **be received**;

**And that** Backflow Prevention By-Law 2024-099 **be considered** for first, second, third and final readings;

**And further that** By-Law 2001-68 Backflow Prevention **be repealed**.

### Background

Backflow incidents have caused contamination of drinking water distribution systems around the world and have not only resulted in a loss of confidence by the public as to the safety of the water that comes from their taps, but also numerous health-related issues. Justice O'Connor also considered their impacts during the Walkerton Inquiry. On pages 236 and 237 of Part Two - Report of the Walkerton Inquiry, he noted that:

"In addition, as part of their comprehensive distribution program, water providers should have active programs, working together with building inspectors and public health agencies, to detect and deter cross-contamination," and

"Distribution systems should have regularly tested backflow prevention valves that can prevent or at least isolate incursions."

Backflow into a public water system can pollute or contaminate the water in that system. The hazard created by backflow is generally identified in three groups: severe or high, moderate and minor. A severe hazard is likely to result in serious injury or death while a minor hazard may simply affect the colour, odour and/or taste of the water with little or no health effects. Each water purveyor has a responsibility to provide water that is usable and safe to drink under all foreseeable circumstances and must take reasonable precautions to protect its public water system against backflow.

## Comments

The current Backflow Prevention By-Law 2001-68 requires updating due to changing regulations and policies. The updated By-Law provides references to updated regulations, stricter rules for prevention, and increased clarity. The updated By-Law targets the elimination of the backflow of contaminated water from private water distribution systems into the Town's water supply system and seeks to regulate cross-connections in the Town's water supply system.

## Key Principles of By-Law 2024-099

The updated By-Law requires the following:

- Owners shall not connect, or allow to remain connected, anything that could allow backflow into the Town's water supply system, except in full compliance with this By-Law;
- Building permits are required for backflow preventer installation, modification or replacement;
- Only authorized parties as set out in the By-Law, shall be considered qualified to install, modify, inspect, test, etc., backflow prevention devices;
- Owners shall follow the rules set out in the By-Law for backflow preventer selection, installation, labelling, signage, testing, and maintenance;
- Owners must ensure that a backflow prevention device is installed for premise isolation or zone protection in every building/structure;
- Owners shall conduct a cross-connection control survey at their own cost and submit it to the Town, and;
- Owners shall repeat the cross-connection survey every 3 years, or at points in time when specific changes occur within the building.

## **Enforcement of By-Law 2024-099**

The Town's authorities under the updated By-Law include:

- Issuing a corrective action order;
- Discontinuing the supply of water if the order is not complied with or if actual or potential contamination is suspected;
- Entering any property to inspect compliance with this By-Law and/or any orders issued;
- Imposing financial fines for the contravention of the provisions of the By-Law, and;
- Collecting unpaid fines through property tax avenues if necessary.

## **Key Changes in By-Law 2024-099**

The following updates are included in By-Law 2024-099 as compared to By-Law 2001-68:

- Updated references to regulations;
- Updated authorized parties who are qualified to complete specific activities as they relate to the By-Law (Appendix A of the By-Law);
- The provision of a Town specific form for the cross-connection survey report (Appendix B of the By-Law);
- The provision of a Town specific form for the test report (Appendix C of the By-Law);
- The provision of a backflow prevention guide to the degree of hazard (Appendix D of the By-Law);
- Improved clarity on Town authority to enter private property for the purpose of inspection of compliance with the By-Law;
- Clarity on penalty protocol including updating the penalties for contravention of the By-Law to match the Sewer Use By-Law, and;
- Clear instructions that a building permit is required to install, modify or replace any backflow preventer.

Given the significant proposed revisions to the current by-law, it is recommended that By-Law 2001-68 be repealed and replaced with By-Law 2024-099 containing the proposed changes described herein.

## Consultations

Legislative Services & Clerk  
SSL Project Services

## Financial Implications

There are no financial implications associated with this report.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website

Social Media

News Release

Local Newspaper



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

Prepared by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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



**The Corporation of the  
Town of Tecumseh**

Public Works & Engineering Services

**To:** Mayor and Members of Council  
**From:** Phil Bartnik, Director Public Works & Engineering Services  
**Date to Council:** November 26, 2024  
**Report Number:** PWES-2024-58  
**Subject:** Water and Wastewater Rates for 2025

---

**Recommendations**

It is recommended:

**That** Report PWES-2024-58 Water and Wastewater Rates for 2025, **be received;**

**And that** By-law 2024-100 be considered for first, second, third and final reading, **to adopt** the water and wastewater rates for 2025, based on the recommendation of the 2023 Town of Tecumseh Water and Wastewater Rate Study.

**Background**

The purpose of the Town of Tecumseh Water and Wastewater Rate Study (Rate Study) is to update water and wastewater rates and charges to ensure a full cost recovery of these services and to guide annual water and wastewater rate increases during the Town's annual budget process for the active period of the study. Full cost recovery is the generation of sufficient revenues to cover the cost of providing water and wastewater services to Town of Tecumseh customers. These services include operations, capital works and the appropriate reserve contributions necessary for asset lifecycle replacement and growth.

The Town's Financial Services Department last updated the Rate Study in April 2024.

The Town purchases bulk water from the City of Windsor, which is operated by the Windsor Utilities Commission, via a 50-year agreement signed in 2004. In 2018, Windsor Utilities Commission applied a rate adjustment of 9% to the water rate effective January 1, 2017 through to December 31, 2026. This rate adjustment is discussed in further detail in Financial Services Report No. [FS-2018-14](#). Terms of the 50-year agreement allow for annual rate adjustments equal to Consumer Price Index (CPI) and periodic rate adjustments to be considered at each 10-year anniversary of the agreement.

Wastewater treatment services are provided by the City of Windsor at both the Little River Pollution Control Plant (LRPCP) and Lou Romano Water Reclamation Plant (LRWRP) based on a perpetual agreement between the City and the Town first initiated in 1970 with several amending agreements since.

The agreement provides the Town with a share of treatment capacity at both treatment plants and provides for proportionate payment of the operating and maintenance costs, including replacement costs, of the plants on an ongoing basis.

Wastewater treatment rates are calculated by the City based on prior year actual operating and capital costs of each plant on a per volume basis.

Future water and wastewater rate increases are reviewed by Council on an annual basis. Typically, rate increases are based on the recommendations found in the last updated Rate Study, the Bulk Water Mediation Agreement and discussions with the Windsor Utilities Commission and City of Windsor. It is customary for rate adjustments to occur in conjunction with the Town's annual budget process.

Annual adjustments to the rates are given public notice. Each year a notice is published on the Town's website and social media platforms to inform the public of Council's intention to give consideration to a by-law to establish water and wastewater rates for the given year.

## Comments

The Town's Water and Wastewater Rate structure, as established within the 2023 Rate Study, includes a combination of a Fixed Charge Rate and a Volumetric Charge Rate for both water and wastewater.

The Volumetric Charge Rate for water includes a Decreasing Block Rate that provides for a volumetric rate that decreases in steps as consumption increases. The Volumetric Charge rate for wastewater includes a discounted rate for Nortera Foods. The Rate Study recommends annual rate adjustments for the period of the study.

## 2025 Water and Wastewater Volumetric Charge Rates

The proposed 2025 water rates:

1. Maintain the declining block rate structure for large (over 10,200 cubic meters per month) volume water usage;
2. Include a 3% rate increase as recommended in the Rate Study.

### 2025 Water Rates (per cubic metre)

Usage in cubic meters	2025 Proposed	2024 Actual	\$ Change	% Change
Less than 10,200	\$ 1.3523	\$ 1.3129	\$ 0.0394	3 %
Greater than 10,200	\$ 0.9775	\$ 0.9490	\$ 0.0285	3 %

The proposed 2025 wastewater rates:

1. Maintain the reduction in the sewer charge for Nortera Foods at 2/3 of the wastewater rate charged to residential consumers. A discounted rate for Nortera is provided on the wastewater volume charge to recognize the high proportion of water which is used in their processing that does not go back into the wastewater system;
2. Include a 5% rate increase as compared to the 3% increase recommended in the Rate Study.

Administration recommends a greater increase to Wastewater fixed and volumetric rates due to significant increases to treatment rates imposed by the City of Windsor.

Treatment rates at the Little River Pollution Control Plant have increased 94% since 2021 as compared to 24% at the Lou Romano Water Reclamation Plant over that same period. Approximately 95% of the Town's total wastewater flows are treated at the Little River Plant.

The Town has projected an unfavourable variance of approximately \$600,000 related to wastewater treatment costs for 2024. The proposed 5% increase should generate approximately \$100,000 in additional revenue as compared to revenue generated from a 3% increase and will help to offset some of the increase to treatment costs. Similar annual increases will likely be required throughout the balance of the Rate Study period to reconcile wastewater revenues to expenditures.

**2025 Wastewater Rates (per cubic metre)**

User	2025	2024 Actual	\$ Change	% Change
General	\$ 1.4444	\$ 1.3756	\$ 0.0688	5 %
Nortera Foods	\$ 0.9627	\$ 0.9169	\$ 0.0458	5 %

These recommended rates are part of a long-term plan for financial sustainability of the Town of Tecumseh’s water and wastewater system, which have a replacement cost of \$163 million and \$169 million respectively (per the 2023 Rate Study). Revised long-term projected consumption rates to 2032 are shown on Attachment 1.

**Fixed Charge Rates**

The Town’s Charge Rate is a fixed monthly charge to all customers based on the size of the meter servicing the property. This charge ensures a contribution to the water and wastewater system regardless of consumption levels. The proposed Fixed Charge Rates for 2025 represent a 3% increase for water and a 5% increase for wastewater over the 2024 levels. The chart below depicts the 2024 monthly rates as well as the proposed 2025 monthly rates for each of water and wastewater and service connections.

Meter Size	2025 (Water)	2025 (Wastewater)	2024
5/8" & 3/4"	\$ 20.14	\$ 20.53	\$ 19.55
1"	\$ 34.94	\$ 35.62	\$ 33.92
1.5"	\$ 68.59	\$ 69.92	\$ 66.59
2"	\$ 102.19	\$ 104.17	\$ 99.21
3"	\$ 171.56	\$ 174.89	\$ 166.56
4"	\$ 276.92	\$ 282.29	\$ 268.85
6"	\$ 492.45	\$ 502.02	\$ 478.11

**Other Charges**

The Town has previously applied a regular annual increase to a number of charges within the Water and Wastewater Rates By-law.

The 2025 water rate for the **Oasis Water Filling Station** is recommended to be increased by 5%, or \$0.12, to \$2.60 per cubic meter (\$2.48 in 2024). An increase greater than CPI (2.1%) is recommended to offset increased operating costs related to system upgrades recently implemented that include touchless fill station equipment and electronic payment processing.

Rates for unmetered users are based on a monthly consumption of 330 cubic meters, as well as the fixed rate charges, and reflect the updated metered rates proposed. It is therefore recommended that the **flat rate un-metered wastewater collection and treatment charge** be established at \$60.25 (2024 - \$57.38) per month and the **flat rate water un-metered consumption charge** be established at \$57.32 (2024 - \$55.65) per month for 2025.

## Consultations

Financial Services  
Legislative Services & Clerk

## Financial Implications

The recommended water and wastewater rates for 2025 will recover the Town's operating and capital servicing costs including an allowance for lifecycle replacement of capital infrastructure.

Projected Transfers to Wastewater Reserve Funds to support lifecycle replacement will likely be less than called for in the 2023 Rate Study for 2025 due to significant wastewater treatment rate increases at LRPCP. The reserve fund shortfall will be funded through use of the Town's Wastewater Rate Stabilization Reserve Fund and future increases to Wastewater Rates.

The impact of the proposed rate increases would increase the annual cost to a homeowner using 240 cubic meters from \$1,114.44 (2024) to \$1,159.25 (2025), an increase of \$44.81 or 4%.

## Link to Strategic Priorities

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

## Communications

Not applicable

Website     Social Media     News Release     Local Newspaper

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

Prepared by:

Dana Reid  
Public Works & Engineering Services Assistant

Reviewed by:

Brad Dupuis, C. Tech.  
Manager Water Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Water and Wastewater Recommended Charges per the 2023 Water and Wastewater Rate Study



Proposed rates are as follows:

**10.1 Water**

**Table 10.1  
Recommended Consumption Charges - Water**

	2023 Approved	2024	2025	2026	2027	2028	2029	2030	2031	2032
Under 10,200 m <sup>3</sup> /month	1.2747	1.3129	1.3523	1.3929	1.4347	1.4777	1.5221	1.5677	1.6148	1.6632
Over 10,200 m <sup>3</sup> /month	0.9214	0.9490	0.9775	1.0068	1.0370	1.0682	1.1002	1.1332	1.1672	1.2022
Annual % Change		3%	3%	3%	3%	3%	3%	3%	3%	3%

**Table 10.2  
Recommended Fixed Charges - Water**

	2023 Approved	2024	2025	2026	2027	2028	2029	2030	2031	2032
5/5" and 3/4"	18.98	19.55	20.14	20.74	21.36	22.00	22.66	23.34	24.04	24.76
1"	32.93	33.92	34.94	35.98	37.06	38.17	39.32	40.50	41.71	42.97
1 1/2"	64.65	66.59	68.59	70.64	72.76	74.95	77.20	79.51	81.90	84.35
2"	96.32	99.21	102.19	105.25	108.41	111.66	115.01	118.46	122.02	125.68
3"	161.71	166.56	171.56	176.70	182.01	187.47	193.09	198.88	204.85	210.99
4"	261.02	268.85	276.92	285.22	293.78	302.59	311.67	321.02	330.65	340.57
6"	464.18	478.11	492.45	507.22	522.44	538.11	554.26	570.88	588.01	605.65
Annual % Change		3%	3%	3%	3%	3%	3%	3%	3%	3%

## 10.2 Wastewater

**Table 10.3**  
**Recommended Consumption Charges - Wastewater**

	2023 Approved	2024	2025	2026	2027	2028	2029	2030	2031	2032
Under 10,200 m <sup>3</sup> /month	1.3355	1.3756	1.4168	1.4593	1.5031	1.5482	1.5947	1.6425	1.6918	1.7425
Over 10,200 m <sup>3</sup> /month	0.8902	0.9169	0.9444	0.9727	1.0019	1.0320	1.0629	1.0948	1.1277	1.1615
Annual % Change		3%	3%	3%	3%	3%	3%	3%	3%	3%

**Table 10.4**  
**Recommended Fixed Charges - Wastewater**

	2023 Approved	2024	2025	2026	2027	2028	2029	2030	2031	2032
5/5" and 3/4"	18.98	19.55	20.14	20.74	21.36	22.00	22.66	23.34	24.04	24.76
1"	32.93	33.92	34.94	35.98	37.06	38.17	39.32	40.50	41.71	42.97
1 1/2"	64.65	66.59	68.59	70.64	72.76	74.95	77.20	79.51	81.90	84.35
2"	96.32	99.21	102.19	105.25	108.41	111.66	115.01	118.46	122.02	125.68
3"	161.71	166.56	171.56	176.70	182.01	187.47	193.09	198.88	204.85	210.99
4"	261.02	268.85	276.92	285.22	293.78	302.59	311.67	321.02	330.65	340.57
6"	464.18	478.11	492.45	507.22	522.44	538.11	554.26	570.88	588.01	605.65
Annual % Change		3%	3%	3%	3%	3%	3%	3%	3%	3%

# The Corporation of the Town of Tecumseh

## By-Law Number 2024-091

Being a by-law to authorize the execution of an amendment to the Agreement between The Corporation of the Town of Tecumseh and First Canada ULC for transit delivery and maintenance services

**Whereas** the Corporation of the Town of Tecumseh and First Canada ULC entered into an agreement dated December 8, 2015, for the delivery of transit and maintenance services, as amended by agreement dated December 31, 2022, (collectively the “**Agreement**”);

**And Whereas** the current term of the Agreement expires on December 31, 2024, and the parties wish to extend the term so that it expires on December 31, 2025, subject to the amended terms and conditions contained therein.

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of the Corporation of the Town of Tecumseh to execute an agreement with First Canada ULC amending the terms of the Agreement in the form attached hereto and to do such further and other acts which may be necessary to implement the said amending agreement.

**Read** a first, second, third time and finally passed this 26th day of November, 2024.

---

Gary McNamara, Mayor

---

Robert Auger, Clerk

**This Agreement**, hereinafter referred to as the “**Contract**,” made effective this 26<sup>th</sup> day of November 2024.

Between:

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

-and-

First Canada ULC  
(the “**Operator**”)

**Whereas** the Town and the Operator entered into an agreement dated December 8, 2015, with respect to the terms and conditions for the operation of a transit system (the “**Agreement**”);

**And Whereas** the term of the Agreement, as amended, expires December 31, 2024, and the Operator and the Town wish to extend the term of the Agreement subject to the certain amendments as more particularly detailed below;

**Now Therefore** the Town and the Operator have agreed to amend the terms of the Agreement as follows:

1. The term of the Agreement as outlined in paragraph 3 of the Agreement is hereby extended from December 31, 2024, to and shall now end on December 31, 2025. The period from January 1, 2025, to December 31, 2025, shall be referred to as the Fourth Extension;
2. Schedule ‘D-1’ to the Agreement is hereby replaced with a new Schedule ‘D-1’ attached hereto.

All other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence.

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

DATED this \_\_\_\_\_ day of November 2024.

**First Canada ULC**

Per: \_\_\_\_\_  
Troy Phinney, Senior Vice President

I have authority to bind.

**The Corporation of the Town of Tecumseh**

Per: \_\_\_\_\_  
Gary McNamara, Mayor

Per: \_\_\_\_\_  
Robert Auger, Director, Legislative  
Services & Clerk

We have authority to bind.

**Schedule D-1**  
**Payment Details 2021-2025**

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Cost per Hour</b>	\$62.03	\$63.27	\$65.80	\$68.43	\$69.80
<b>Cost per Hour with Use of Contractor's Bus</b>	\$83.03	\$84.27	\$87.64	\$91.15	\$92.97

# The Corporation of the Town of Tecumseh

## By-Law Number 2024-098

Being a By-Law to authorize the execution of a Service Agreement between The Corporation of the Town of Tecumseh and the City of Windsor to administer funds for the Pathway to Potential Program for the year 2024

**Whereas** The Corporation of the Town of Tecumseh (Town) has entered into a one-year Service Agreement with the City of Windsor for the Pathway to Potential (P2P) Program since 2013, to administer funding to assist low-income families with access to recreation programs;

**And whereas** the P2P Program is designed to align with the Ontario government's Poverty Reduction Strategy to reduce poverty, mobilize the community to promote awareness, and engage the development and implementation of strategies to reduce the poverty rates in Windsor and Essex County;

**And whereas** the Town desires to enter into a Service Agreement with the City of Windsor to administer the funds under the P2P Program for the year 2024;

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

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Service Agreement between The Corporation of the Town of Tecumseh and the City of Windsor dated the 1st day of January, 2024, for the provision of providing funds to administer the Pathways to Potential Program, a copy of which the Service Agreement is attached as Schedule A hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Service Agreement.
2. **And that** this by-law shall come into force and take affect upon on the date of the third and final reading

**Read** a first, second, third time and finally passed this 26th day of November, 2024.

---

Gary McNamara, Mayor

---

Robert Auger, Clerk



**SERVICE AGREEMENT**

**Basic Provisions: Pathway to Potential Service Contract**

**B-1.** The following are certain basic provisions of this Agreement, which are part of this Agreement, and which are correspondingly referred to in the General Provisions, Special Provisions and Schedules of this Agreement:

<b>Item</b>	<b>Provision</b>
(a) Name & Address of Corporation:	<b>THE CORPORATION OF THE CITY OF WINDSOR</b> Att'n: Human and Health Services Commissioner 400 City Hall Square East, Suite 301 Windsor, Ontario, N9A 7K6
(b) Name & Address of Service Provider:	<b>THE CORPORATION OF THE TOWN OF TECUMSEH</b> Att'n: Brett Palmer, Senior Manager Recreation Services 12021 McNorton Street Tecumseh, Ontario, N8N 3Z7
(c) Initial Signing date:	_____
(d) Authorization:	Council Resolution: B15/2017
(e) Term:	<u>January 1, 2024 - December 31, 2024</u>
(f) Commencement Date:	<u>January 1, 2024</u>

**B-2.** This Agreement consists of these Basic Provisions, the attached General Provisions, Special Provisions and Schedules, as well as any other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.

**B-3.** In the event of any inconsistency or conflict in this Agreement between the Basic Provisions, Special Provisions, General Provisions and Schedules, then the terms, covenants and conditions of this Agreement shall prevail in the following order:

- (a) Basic Provisions
- (b) Special Provisions
- (c) Schedules
- (d) General Provisions

Amendments bearing later dates shall prevail within each of the above noted categories of this Agreement.

**B-4.** Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf respectively.

**SIGNED, SEALED AND DELIVERED**

Authority  
B15/2017  
Approved as to  
Form and Content  
KT  
Legal Counsel

Authority  
B15/2017  
Approved as to  
Technical Content  
  
Manager of Social  
Policy and Planning

Authority  
B15/2017  
Approved as to  
Financial Content  
  
City Treasurer and  
CFO

) **THE CORPORATION OF THE CITY OF WINDSOR**

)  
)  
)  
) Signature: \_\_\_\_\_

) Name: Andrew Daher

) Title: Human and Health Services  
Commissioner

) I have the authority to bind the Corporation

) **THE CORPORATION OF THE TOWN OF TECUMSEH**

) Signature: \_\_\_\_\_

) Name: Gary McNamara

) Title: Mayor

) Signature: \_\_\_\_\_

) Name: Robert Auger

) Title: Director Legislative Services & Clerk

) We have the authority to bind the Corporation

**APPROVED BY THE CHIEF  
ADMINISTRATIVE OFFICER**

**(The Corporation of the City of Windsor)  
THIS \_\_\_ DAY OF \_\_\_\_\_,**

(Second signature by CAO only required if the net City contribution relative to the Service Contract exceeds \$150,000.00 or is in excess of \$1,000,000.00 gross contribution.)

## **SPECIAL PROVISIONS**

### **Pathway to Potential**

#### **S-1.0 Interpretation**

1.1 In this Agreement,

- (a) “Corporate Staff” means the staff of the Corporation of the City of Windsor authorized to exercise the rights and perform the duties of the Corporation under this Agreement.
- (b) “Low Income” means total family income falling at or below the Low Income Cut Off as defined by Statistics Canada and outlined in Schedule C.
- (c) “P2P” means the municipally/county funded Pathway to Potential poverty reduction strategy.

#### **S-2.0 P2P Funding**

2.1 The Service Provider receiving P2P funding from the Corporation agrees to comply with all of the conditions and requirements set out by the Corporation under this initiative and in accordance with the Pathway to Potential Windsor-Essex Poverty Reduction Strategy 2024 – 2028, Program Implementation Guides and other related procedures located in the P2P SharePoint Portal, as follows:

##### 2.1.1 Service Objectives

Programming and services delivered by the Service Provider through P2P must offer Windsor-Essex residents a range of opportunities in alignment with strategic objectives identified within the Pathway to Potential Windsor-Essex Poverty Reduction Strategy 2024 - 2028:

1. Identify priority neighbourhoods.
2. Develop framework for neighbourhood strengthening.
3. Launch and support Neighbourhoods Programs.
4. Establish Regional Neighbourhood Council.
5. Establish a citizen-centred approach to the delivery of P2P-funded programs.
6. Increase awareness of regional affordability programs available for Windsor-Essex individuals and families living with poverty.
7. Expand the Transit Affordable Pass Program throughout the Windsor-Essex region.
8. Adopt the Government of Canada’s Quality of Life framework for measuring impact.
9. Establish a governance framework for collecting and managing data generated from P2P-funded programs and initiatives.
10. Establish a Policy & Research Resource Committee.

##### 2.1.2 Eligible Services

The range of eligible services provided by the Service Provider could be grounded in, or intersect with, the 2024 - 2028 priorities identified by Pathway to Potential:

1. Strengthening Priority Neighbourhoods
2. Advancing Affordable Regional Programs
3. Measuring Regional Programs

### 2.1.3 Performance Measures

All P2P funded programs will be evaluated based on the outcome measures as set out by the Corporation and the Service Provider.

### **S-3.0 Service Description**

- 3.1 The Service Provider shall provide the services outlined in Schedule A.
- 3.2 Services will be delivered to individuals who reside in Windsor-Essex County and are identified as living on a Low Income.
- 3.3 It is expected that this funding will meet the targets as outlined in the attached Budget Schedule. If targets are not achieved to the level indicated in the Budget Schedule, the Corporation may request that funds in an amount reflective of the underachieved targets be returned to the Corporation.

### **S-4.0 Payment**

- 4.1 The Corporation agrees to pay the Service Provider the fees outlined in Schedule B and Budget Schedule subject to the Service Provider complying with paragraphs S-6.0 and S-7.0.

### **S-5.0 Termination of the Agreement**

The Corporation in its sole and absolute discretion may terminate the Agreement upon seven days written notice to the Service Provider.

### **S-6.0 Records and Reporting Requirements**

- 6.1 The Service Provider shall submit to the Executive Director or Designate, a quarterly Report in the form as set out in Schedule E for all services provided pursuant to the terms of this Agreement during the previous quarter within ten (10) business days following the first day of the preceding month.
- 6.2 The quarterly reports will describe all related activities being performed on behalf of the Corporation, including the number of individuals served.
- 6.3 The Service Provider shall submit all required records and reports in formats developed with, or provided by the Corporation within the requested timeframe.
- 6.4 The Service Provider shall submit a Record of Expenditures on a quarterly basis in the format outlined in Schedule D. The Executive Director or Designate will review all Record of Expenditures for approval and processing of payment in keeping with the terms of this agreement.
- 6.5 The Service Provider shall maintain a separate ledger for P2P funding.

### **S-7.0 Recognition of the Contribution of P2P**

- 7.1 The Service Provider shall give appropriate recognition of the contribution of P2P to the Program in its publicity and signage related to the Program, including any information provided to the public on any email, brochure, website or social media account maintained by the Service Provider.
- 7.2 The Service Provider agrees to display such signs, plaques or symbols as P2P or the Corporation may provide in such locations on its premises as P2P may designate.
- 7.3 The Service Provider shall:
  - (a) Cooperate with the Corporation during the first announcement of funding and in any subsequent official ceremonies relating to the promotion of the Program.
  - (b) Give appropriate recognition, in terms and in a form and manner satisfactory to the Corporation, of the contribution of P2P in all communication activities relating to the Program.

- (c) Notify the Corporation in advance of any and all such communication activities mentioned in clause (b).
- (d) Display such signs, plaques or symbols provided by the Corporation or as may be provided to the Corporation by P2P.

## **SCHEDULE A Pathway to Potential**

### **THE CORPORATION OF THE TOWN OF TECUMSEH**

#### **SERVICE DESCRIPTION**

##### **RECREATION ASSISTANCE PROGRAM**

The Town of Tecumseh Recreation Department will offer children 0 to 17 years, adults and seniors living in low-income the opportunity to participate in any program offered through the Recreation Department at 10% of the program cost.

The Town of Tecumseh Recreation Department will establish partnerships with various Community Organizations that will also offer children 0 to 17 years, adults and seniors living in low-income the opportunity to participate in recreational and sports activities offered through the Community Organizations at 10% of the program cost.

The Town of Tecumseh Recreation Department will be responsible for:

- determining which organizations allow the greatest exposure for recreational opportunities
- ensuring a variety of programs
- coordinating a variety of programs to run through-out the year
- ensuring collaboration among organizations that offer similar services

Participants will be able to participate in one program per session.

Program funding will not be used toward assistance with equipment costs for any of the programs.

The Town of Tecumseh Recreation Department will be responsible for determining an individual's eligibility for the programs using the guidelines provided in Schedule C.

##### **UNIVERSAL PROGRAMMING**

Programs have the option to allocate up to 20% of the budget for “universal activities”, in conjunction with efforts to promote and include children and youth from low-income families in those activities. For example, a free swim and free skate can be sponsored using P2P dollars. However, acknowledgement of P2P must be provided where applicable (e.g. posters, notices).

Eligible universal programming initiatives must:

- Directly benefit residents
- Provide an opportunity for all residents to participate
- Be free and accessible
- Incorporate recreational and/or cultural activities
- Be offered as a one-time event or on a non-recurring basis (ie/ offering the initiative over 5 consecutive weeks)

Eligible expenses include:

- Facility rental fees
- Activity-related supplies and materials
- Promotional materials including swag, banners, flyers

Ineligible expenses include:

- Capital and equipment purchases
- Staff training and/or development

## **SCHEDULE B**

### **Pathway to Potential**

Monthly cash flows will be reconciled at the end of each quarter; March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>. Any unused funds at the end of the funding period are to be returned to the Corporation. The total maximum expenditures that can be claimed and paid is \$40,000.00.

An Estimated Cash Flow Forecast is required for the following time period: January 1, 2024 – December 31, 2024. The Estimated Cash Flow Forecast shall be submitted thirty (30) days prior to the commencement of the period noted above.

## SCHEDULE C

### Low Income Cut-Off

#### PATHWAY TO POTENTIAL PROGRAM PARTICIPANTS

<b>SIZE OF FAMILY UNIT</b>	<b>MAXIMUM FAMILY INCOME LEVEL</b>
<b>1 PERSON</b>	<b>\$26,290.00</b>
<b>2 PERSONS</b>	<b>\$32,727.00</b>
<b>3 PERSONS</b>	<b>\$40,234.00</b>
<b>4 PERSONS</b>	<b>\$48,851.00</b>
<b>5 PERSONS</b>	<b>\$55,404.00</b>
<b>6 PERSONS</b>	<b>\$62,488.00</b>
<b>7 OR MORE PERSONS</b>	<b>\$69,571.00</b>

Chart is based on Stats Canada – Low income cut-offs (1992 base) before tax for the most current year available (2023). Community size 100,000 to 499,999. Please note: LICO amounts are subject to change as data are processed by Statistics Canada for the most recent year available.

Family Income can be determined through the following documents:

- The most current Notice of Assessment from Canada Revenue Agency (line 236) \*
- The most current Canada Child Tax Benefit Notice (CCB) (family net income) \*
- Ontario Child Benefit Notice (family net income) \*
- Verification of current Ontario Works Benefits
- Verification of current Ontario Disability Support Program Benefits
- Verification of Guaranteed Income Supplement

If income documentation from the previous year is not available, government issued or authorized documentation including, but not limited to, the Government of Canada-issued Canada Ukraine Authorization for Emergency Travel (CUAET).

\* If a family's income has changed from the income listed in these documents, once verification of change in employment or employment status is obtained, the income can be recalculated using the gross figures (before tax) from current paystubs.



## SCHEDULE D

The Corporation of the City of Windsor		
SCHEDULE D 2024 Pathway to Potential		
Reporting Timeline		
<b>Quarter:</b>	<b>Reporting Period:</b>	<b>Report Submission Deadline:</b>
Forecasts	January to December 2024	February 15, 2024
Q1	January to March 2024	April 15, 2024
Q2	April to June 2024	July 15, 2024
Q3	July to September 2024	October 15, 2024
Q4	October to December 2024	January 15, 2025
Reports		
Report (Tab)	Description	
Summary	Summary of projections, actuals and variances for the current year	
Q1	Financial report for the Q1 reporting period	
Q2	Financial report for the Q2 reporting period	
Q3	Financial report for the Q3 reporting period	
Q4	Financial report for the Q4 reporting period	
Program Data	Report of program targets and actuals for the current year (January to December), including Universal Programming details as applicable	
Data Input		
For each reporting period (refer to <i>Reporting Timeline</i> above), the appropriate report must be completed. Please enter forecasts and actuals in the dotted cells only.		
<b>Variances:</b> Please describe any surplus variance greater than 10% OR any deficit and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.		
Submitting a Report		
Once you have completed entering Schedule D and E data for the quarter, please submit through your SharePoint site. To complete submission, check off the appropriate Task in the Task list section on your SharePoint site. An automatic notification of your submission will be delivered to the Social Policy & Planning team.		
Submitted reports will be locked upon submission in SharePoint. To make any changes to a submitted report or if you have any questions, please send a request to <b>Teresa Afak, Social Data &amp; Research Analyst</b> at <a href="mailto:tafak@citywindsor.ca">tafak@citywindsor.ca</a> .		

The Corporation of the City of Windsor
SCHEDULE E 2024 Pathway to Potential
Program Data Sheet
Please enter data where indicated in the coloured/dotted cells. Please leave blank any fields that are not pertinent to your programming. For example, quarterly "City" data should be left blank for Service Providers which are both based in the County and without any Windsor-specific targets.
<b>Targets</b> Please enter yearly targets where indicated in the dotted cells. This section was included to support Service Providers in visualizing program goals in the Dashboard Sheet. Performance will NOT be determined by target achievement.
<b>New Category - Universal Programming</b> For Service Providers electing to use a portion of their funding on Universal Programming*, or free programming for community members of all ages (e.g. Free Swims), a new category was created to track outcomes. Please list and provide a brief description of universal programs offered throughout the course of the year. Examples are provided in the Program Data Sheet. *As indicated in all service contracts, up to 20% of P2P funding can be used on universal programming.
<b>NOTE:</b> The Program Data Sheet is a macro-enabled worksheet which means once data is entered into the table, the Dashboard will automatically update to reflect the changes. Unfortunately, this also means that the "Undo" function will not work within the table. Please take this into consideration during data entry.
Dashboard Sheet
The dashboard is a tool to help Service Providers understand their program data in real time. Once any data is entered into the "Program Data Sheet" the dashboard will automatically update, providing a quarterly trend analysis, percentage analysis, and an actual vs. target analysis.
For your convenience, filters were provided to allow Service Providers control over which Categories and Descriptions are analyzed. Individual and multiple items can be selected for analysis or comparison.
Please contact Teresa Afak, Social Data & Research Analyst at <a href="mailto:tafak@citywindsor.ca">tafak@citywindsor.ca</a> for any questions or technical support issues regarding this workbook.

## QUARTERLY REPORTS – SUMMARY

SCHEDULE D 2024 Pathway to Potential					
Service Manager:	The Corporation of the City of Windsor				
Provider & Program:	Tecumseh - Recreation Programs				
Contracted Amount:	\$40,000.00				
Reporting Due Dates:	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	
	April 15, 2024	July 15, 2024	October 15, 2024	January 15, 2025	
<b>Category</b>	<b>Quarterly Budget Projections</b>				<b>Total</b>
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	
Program Expenses	-	-	-	-	-
Universal Programming Expenses	-	-	-	-	-
Advertising	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Admin (cannot exceed 10%)	-	-	-	-	-
<b>Total Report</b>	-	-	-	-	-
Quarterly % of Total Budget	-	-	-	-	-
<b>Category</b>	<b>Quarterly Actual Expenditures</b>				<b>Total</b>
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	
Program Expenses	-	-	-	-	-
Universal Programming Expenses	-	-	-	-	-
Advertising	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Admin (cannot exceed 10%)	-	-	-	-	-
<b>Total Report</b>	-	-	-	-	-
Quarterly % of Total Expenditures	-	-	-	-	0.0%
Admin check	\$ -	\$ -	\$ -	\$ -	-
Forecast	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Actual + Forecast</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Actuals/Budget Variance (%)</b>	-	-	-	-	<b>Total</b>
	-	-	-	-	-

## QUARTERLY REPORTS – Q1

SCHEDULE D 2024 Pathway to Potential											
Service Manager:	The Corporation of the City of Windsor										
Provider & Program Name:	Tecumseh - Recreation Programs										
Contracted Amount:	\$40,000.00										
Q1 Reporting Period:	January to March 2024										
Q1 Report Due:	April 15, 2024										
Budget Line	Annual Budget \$	Quarter 1 ( January - March)				Q2 Forecast \$	Q3 Forecast \$	Q4 Forecast \$	Total Actual Expenditures & Q2, Q3 and Q4 Projections	Total Variance	% of Variance
		Q1 Budget Forecast \$	Q1 Actual Expenditures \$	Q1 Variance \$	Q1 Variance %						
		A	B	C	D=(B-C)						
Program Expenses	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Universal Programming Expenses	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Advertising	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
Admin (cannot exceed 10%)	0.00	0.00		0.00	-	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Variance Explanation Required</b>											
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.											

## QUARTERLY REPORTS – Q2

SCHEDULE D 2024 Pathway to Potential													
Service Manager:	The Corporation of the City of Windsor												
Provider & Program Name:	Tecumseh - Recreation Programs												
Contracted Amount:	\$40,000.00												
Q2 Reporting Period:	April to June 2024												
Q2 Report Due:	July 15, 2024												
Budget Line	Annual Budget \$	Quarter 1 (January - March)			Quarter 2 (April - June)				Q3 Forecast \$	Q4 Forecast \$	Total Actual Expenditures & Q3 and Q4 Projections	Total Variance	% of Variance
		Q1 Actual Expenditures \$	Q1 Variance \$	Q1 Variance %	Q2 Budget Forecast \$	Q2 Actual Expenditures \$	Q2 Variance \$	Q2 Variance %					
	A	B	C	D	E	F	G=(E-F)	H=(F/E)	I	J	K=(B+F+I+J)	L=(A-K)	M=J/A
Program Expenses	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Universal Programming	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Expenses	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Miscellaneous	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
Admin (cannot exceed 10%)	0.00	0.00	0.00	-	0.00		0.00	-	0.00	0.00	0.00	0.00	
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Variance Explanation Required</b>													
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.													

## QUARTERLY REPORTS – Q3

SCHEDULE D 2024 Pathway to Potential																
Service Manager:		The Corporation of the City of Windsor														
Provider & Program Name:		Tecumseh - Recreation Programs														
Contracted Amount:		\$40,000.00														
Q3 Reporting Period:		July to September 2024														
Q3 Report Due:		October 15, 2024														
Budget Line	Annual Budget \$	Quarter 1 (January - March)			Quarter 2 (April - June)			Quarter 3 (July - September)				Q4 Forecast \$	Total Actual Expenditures & Q4 Projection	Total Variance	% of Variance	
		Q1 Actual Expenditures \$	Q1 Variance \$	Q1 Variance %	Q2 Actual Expenditures \$	Q2 Variance \$	Q2 Variance %	Q3 Budget Forecast \$	Q3 Actual Expenditures \$	Q3 Variance \$	Q3 Variance %					
	A	B	C	D	E	F	G	H	I	J=H-I	K=I-H	L	M=B+E+I+L	N=(A-M)	O=N/A	
Program Expenses	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Universal Programming Expenses	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Miscellaneous	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
Admin (cannot exceed 10%)	0.00	0.00	0.00	-	0.00	0.00	-	0.00			0.00	-	0.00	0.00	0.00	
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Variance Explanation Required</b>																
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.																

## QUARTERLY REPORTS – Q4

SCHEDULE D 2024 Pathway to Potential																	
Service Manager:	The Corporation of the City of Windsor																
Provider & Program Name:	Tecumseh - Recreation Programs																
Contracted Amount:	\$40,000.00																
Q4 Reporting Period:	October to December 2024																
Q4 Report Due:	January 15, 2025																
Budget Line	Annual Budget \$	Quarter 1 (January - March)			Quarter 2 (April - June)			Quarter 3 (July - September)			Quarter 4 (October - December)			Total Actual Expenditures	Total Variance	% of Variance	
		Q1 Expenditures \$	Q1 Variance \$	Q1 Variance %	Q2 Expenditures \$	Q2 Variance \$	Q2 Variance %	Q3 Expenditures \$	Q3 Variance \$	Q3 Variance %	Q4 Budget Forecast \$	Q4 Expenditures \$	Q4 Variance \$				Q4 Variance %
	A	B	C	D	E	F	G	H	I	J	K	L	M=N-L	N=K/K	O=B+E+H+L	P=(A-O)	Q=P/A
Program Expenses	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00			0.00	0.00	0.00	
Universal Programming Expenses	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00			0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00			0.00	0.00	0.00	
Miscellaneous	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00			0.00	0.00	0.00	
Admin (cannot exceed 10%)	0.00	0.00	0.00	-	0.00	0.00	-	0.00	0.00	-	0.00			0.00	0.00	0.00	
<b>Total</b>	0.00	0.00	0.00	-	0.00	0.00	0.00%	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Variance Explanation Required</b>																	
Please describe any surplus variance greater than 10% OR any deficit in Quarter 1 and provide your strategy and rationale to reach the full use of your annual allocation by December 31st.																	

## PROGRAM TARGETS

Category	Description	Target City	Target County	Target Total	Q1City	Q1County	Q1Total	Q2City	Q2County	Q2Total	Q3City	Q3County	Q3Total	Q4City	Q4County	Q4Total	City Total	County Total	Total	Variance City	Variance County	Variance Total
Participants	Total Number of Clients Served	N/A	N/A	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A	N/A	N/A
	0-5 Years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6-12 Years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13-17 Years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	18-64 Years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Participant Overview	65+ Years	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Number of New Clients Served	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Number of Ongoing Clients Served	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health-Recreation Program	Total Number of Visits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total number of programs requested	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total number of programs accessed by clients	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Number of individuals that complete the program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Number of individuals that do not complete the program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Universal Programming	Average number of sessions missed/program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Number of Clients Served	N/A	N/A	N/A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	# of individuals that participated in Community Programming (i.e. Free Stairs, Free Seams)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	# of individuals that participated in Fitness Programming (e.g. Free Zumba)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	# of individuals that needed equipment (e.g. helmets, skates)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
# of individuals that were given program passes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
# of individuals that completed program registrations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

**For Universal Programming Only:**

Please list and briefly describe any universal programming offered throughout the year in the stated cells below.  
 Please note that the categories used in this section correspond to indicators under the "Description" field (i.e. Cell G.18, G.19)

**Category 1: Community Programming**  
 (Example: Free Stairs. All open programming open to the public on October 26, 2022)


**Category 2: Fitness Programming**  
 (Example: Free Zumba. All open programming open to the public on June 16, 2023)


## BUDGET SCHEDULE FACE SHEET

Version: B-18/07/2014	The Corporation of the City of Windsor  <b style="color: red;">Pathway to Potential Budget Schedule Face Sheet</b>	Year <b>2024</b>		
<b>Organization Name:</b>				
The Corporation of the Town of Tecumseh				
<b>Contact Information:</b>				
Name: <b>Brett Palmer</b>	Position: Senior Manager Recreation Services			
Address: <b>12021 McNorton Street, Tecumseh, ON, N8N 3Z7</b>	Phone Number: 519-735-4756 x. 424			
	Fax Number: 519-735-0830			
<b>Commencement Date</b>	<b>Amendment Number</b>	<b>Amendment Date</b>		
January 1, 2024	0	1-Jan-24		
		<b>City/County</b>		
		County		
<b>Service Name(s)</b>		<b>2024 Fiscal Funding</b>		
Recreation Assistance Program		40,000.00		
<b>TOTAL FUNDING</b>		<b>\$ 40,000.00</b>		
<b>Operator Authorized Signature(s)</b>				
_____ Signature	_____ Date			
_____ Signature	_____ Date			
<b>Corporation Authorized Signature(s)</b>				
_____ Human & Health Services Commissioner	_____ Date			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">                     Authority B15/2017                       Approved as to Technical Content                       _____                      Manager of Social Policy and Planning                 </td> <td style="width: 50%; text-align: center;">                     Authority B15/2017                       Approved as to Financial Content                       _____                      City Treasurer and CFO                 </td> </tr> </table>			Authority B15/2017  Approved as to Technical Content  _____ Manager of Social Policy and Planning	Authority B15/2017  Approved as to Financial Content  _____ City Treasurer and CFO
Authority B15/2017  Approved as to Technical Content  _____ Manager of Social Policy and Planning	Authority B15/2017  Approved as to Financial Content  _____ City Treasurer and CFO			



### FISCAL FUNDING

The Corporation of the City of Windsor										Year	
Pathway to Potential Budget Schedule										2024	
<b>Organization Name:</b> The Corporation of the Town of Tecumseh											
<b>Amendment Date</b>	<b>Amendment #</b>	<b>Service Name</b>	Program 1 - Pathway to Potential								<b>TOTAL</b>
<b>FISCAL EXPENDITURES</b>											
Salaries/Benefits											
Other Service Costs			40,000.00								40,000.00
<b>Gross Expenditures</b>			40,000.00								40,000.00
<b>Amendments/Details</b>	<b>Amendment #</b>	<b>Amendment Date</b>									
<b>FISCAL FUNDING</b>											
<b>Total City of Windsor Fiscal Funding</b>			40,000.00								40,000.00
<b>Commencement Date:</b> January 1, 2024									<b>Amendment #</b>	<b>Date:</b> 01-Jan-24	

# SERVICE TARGETS

The Corporation of the City of Windsor									Year 2024
Service Targets									
Organization Name: The Corporation of the Town of Tecumseh									
Service Targets	Program 1 - Pathway to Potential								
1	Service Data	# Clients 0 - 5 years							
	Target	15							
2	Service Data	# Clients 6-12 years							
	Target	65							
3	Service Data	# Clients 13-17 years							
	Target	20							
4	Service Data	# Clients 18-64 years							
	Target	5							
5	Service Data	# Clients 65+ years							
	Target	5							
6	Service Data	Total City Clients Served							
	Target								
7	Service Data	Total County Clients Served							
	Target	110							
8	Service Data	Total Served							
	Target	110							
9	Service Data								
	Target								
10	Service Data								
	Target								
<b>Operator Authorized Signature</b>			<b>City of Windsor Authorized Signature</b>			<b>Amendment #</b>		<b>Date</b>	
Signature _____ Date _____			Signature _____ Date _____			0		01-Jan-24	

**GENERAL PROVISIONS**

**G-1.0 INTERPRETATION:**

**G-1.1** In this Agreement,

- a) “Executive Director” or “Manager” means the Manager, Social Policy & Planning for the Corporation or a Designate;
- b) “Agreement” means this Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;
- c) “Service Provider” means Service Provider set forth in paragraph B-1(b) of this Agreement.
- d) “Corporation” means The Corporation of the City of Windsor acting as a body corporate;

**G-1.2** All of the provisions of this Agreement are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable, or illegal, then it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force.

**G-1.3** Wherever a word importing the singular number only is used in this Agreement, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

**G-1.4** This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in the Province of Ontario.

**G-1.5** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

**G-1.6** This Agreement constitutes the entire agreement between the Parties concerning the premises and may only be amended or supplemented by an agreement in writing signed by both parties.

**G-2.0 ADMINISTRATION OF THIS AGREEMENT**

**G-2.1** The Service Provider shall deal at all times with the Manager or a Designate, and any information, instructions, directions, or assistance required by the Service Provider shall be obtained through the Manager or Designate.

**G-2.2** Where any approval is required, or any decision must be made under the provisions of this Agreement by the Corporation, such approval or decision will be made by the Manager or Designate.

**G-3.0** **SERVICE(S)**

**G-3.1** The Service Provider agrees to provide services in accordance with the attached Service Description Schedules, Budget Schedule(s), and/or Service Data Schedule(s), and in accordance with the policies, guidelines, and requirements of the Corporation as communicated to it.

**G-3.2** The Service Provider acknowledges that it has been fully advised of and is completely familiar with the nature and purpose of the services to be provided under this Agreement.

**G-3.3** The Service Provider represents and warrants that the Service Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the Corporation is relying upon such representation and warranty in entering into this Agreement.

**G-4.0** **PAYMENT**

**G-4.1** The Parties to this Agreement hereby acknowledge and agree that the Corporation is purchasing the Services under this Agreement pursuant to funding from the Corporation, provincial government, federal government or a combination thereof as the case may be. If at any time this funding is altered, rescinded or terminated, the Corporation reserves the right to terminate this Agreement. The Parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the Corporation to continue to purchase the Services or similar services from the Service Provider after the end of the Term or the termination of this Agreement.

**G-4.2** Subject to the provisions of section 4.1 herein, the Corporation shall pay to the Service Provider, for approved expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in the Budget Schedule. The Corporation reserves the right to determine the amounts, times, and manner of such payments.

**G-4.3** The Service Provider agrees that any errors or omissions with respect to payments made under the Agreement must be reconciled within ninety (90) days of receipt of the payment by the Service Provider.

**G-4.4** The Parties agree that the approved budget will be negotiated on or before the

start of the applicable fiscal year while this Agreement is in force. In the event of the budget not being re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this Agreement is terminated.

**G-4.5** It is agreed and understood that the Corporation may withhold payment if the Service Provider is in breach of its obligations under this Agreement.

**G-4.6** The Corporation reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Service Provider breach its obligations under this Agreement.

**G-4.7** It is further agreed and understood that in the event targets are not achieved to the level indicated in the Service Data Schedule, or the Service Provider does not spend monies advanced by the Corporation for the approved services, the Corporation may in the Corporation's sole discretion, require the Service Provider to refund such amounts as may be determined by the Corporation. The Service Provider agrees to return such unspent monies to the Corporation.

**G-5.0** **TERM OF AGREEMENT AND TERMINATION OF AGREEMENT**

**G-5.1** This Agreement shall be in force for the Term set out in paragraph B-1(e) of this Agreement, or until it is superseded or replaced by a subsequent Agreement.

**G.5.2** The Corporation may terminate this Agreement by giving sixty (60) days written notice to the Service Provider. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

**G.5.3** In the event that the Service Provider terminates this Agreement, either before the end of the Term, or at the end of the Term, the Service Provider shall give the Corporation sixty (60) days prior written notice. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

**G-5.4** That if in the opinion of the Corporation the Service Provider fails to comply with any of the terms of this Agreement, and the Corporation gives to the Service Provider written notice of the non-compliance, and the Service Provider fails to remedy the breach within twenty (20) days of the written notice being given, then the Corporation may forthwith terminate this Agreement without any further notice to the Service Provider upon the expiry of the said twenty (20) days.

**G.5.5** In the event that the Service Provider becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases

operations, or in the case of a corporation ceases to be a corporation in good standing under the applicable laws of Ontario or Canada, then this agreement shall terminate upon the date of the happening of such an event.

**G-5.6** In case of any dispute under this Agreement, the decision of the Manager shall be final and binding upon both Parties.

**G-5.7** If the Agreement is terminated in part with respect to the provision of a specific service as outlined in the Service Schedules of the Agreement, all obligations with respect to the provision of all other services continue in full force and effect.

**G-5.8** In the event of termination, the Service Provider shall refund to the Corporation any money advanced by the Corporation and not expended in accordance with the approved budget.

**G-5.9** It is a condition of this Agreement and every agreement entered into in pursuance of the performance of this Agreement that no right under the Human Rights Code, or other applicable Human Rights Policy will be infringed. Breach of this condition is sufficient grounds for the termination of this Agreement.

**G-5.10** Any termination of this Agreement shall be without prejudice to any other rights or remedies the Corporation may have at law or equity, and the Service Provider acknowledges that upon termination, the Corporation may re-procure services the same or similar to the services provided pursuant to this Agreement.

**G-5.11** In the case of termination or expiry of this agreement, the provisions of the following sections continue to apply: G-4.3, G-4.5, G-4.6, G-4.7, G-5.8, G-7.1, G-7.2, G-7.3, G-8.1, G-8.2, G-8.3, G-8.4, G-8.5, G-8.6, G-12.1, G-17.1, G-18.1 and G-21.1.

**G-6.0** **ACCESS AND CONSULTATION**

**G-6.1** The Service Provider will permit the Corporation's staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement.

**G-6.2** The Service Provider agrees that the staff providing services pursuant to this Agreement will upon reasonable request, be available for consultation with the Corporation's staff.

**G-7.0** **SERVICE RECORDS AND REPORTS**

**G-7.1** The Service Provider shall maintain full and complete service records respecting each site where service is being provided and prepare and submit at such intervals

as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this Agreement, acceptable to the Corporation's staff which shall include program data such as statistics on target achievements and other such information as the Corporation requires.

**G-7.2** For each and every quarter or at other times as the Corporation may reasonably request, the Service Provider will prepare and submit service reports respecting the services provided pursuant to this Agreement. The service reports shall comply with the Corporation's requirements as to form and content.

**G-7.3** In the event the Service Provider ceases operation or is succeeded by a successor Service Provider, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the Corporation, which consent may be unreasonably withheld or given subject to such conditions as the Corporation may impose.

**G-8.0** **FINANCIAL RECORDS AND REPORTS**

**G-8.1** The Service Provider shall maintain financial records and books of account respecting services provided pursuant to this Agreement for each site where service is being provided and will allow Corporation's staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

**G-8.2** The Service Provider shall, unless the Corporation indicates otherwise, submit to the Corporation in a form acceptable to the Corporation an audited financial statement with respect to the services provided pursuant to this Agreement within three (3) months of the Service Provider's financial year-end.

**G-8.3** The Service Provider shall retain and preserve all the Service Provider's records related to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be. The Service Provider shall not dispose of any records related to this Agreement before the expiration of any such period without the prior written consent of the Corporation, which consent may or may not be given in the Corporation's sole discretion, subject to such conditions as the Corporation deems advisable. For greater certainty, the obligations of the Service Provider under this Section 8.3 shall survive the termination or expiration of this Agreement.

**G-8.4** The Service Provider shall prepare and submit to the Corporation for each quarter or at any other time upon reasonable request, a financial report containing such

information as the Corporation may require, in a form acceptable to the Corporation.

**G-8.5** The Service Provider shall adhere to any additional financial reporting requirements specified by the Corporation. In the event that such financial reports are not submitted as required, then the Corporation will withhold payment to the Service Provider until the financial reports are submitted.

**G-8.6** The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures.

**G-9.0** **CONFIDENTIALITY**

**G-9.1** The Service Provider, its directors, officers, employees, agents, and volunteers shall hold confidential and not disclose or release other than to the Corporation or its delegate at any time during or following the term of this Agreement, except, where required by law, any information or document that identifies any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document.

**G-9.2** The Service Provider acknowledges that any information collected by the Corporation pursuant to this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

**G-10.0** **COMMUNICATIONS PROTOCOL REQUIREMENTS**

**G-10.1** The Service Provider shall notify the Corporation prior to communications of any kind related to funding under this Agreement.

**G-10.2** The Service Provider shall provide notification to the Corporation regarding publicity relating to projects funded in accordance with this Agreement, including but not limited to advertising, signs, messages, web-communications, public statements, press conferences, news releases, announcements, official ceremonies or special events. With respect to all such publicity, the Service Provider is responsible for:

- a. Publically recognizing the Corporation's role in providing funding; and
- b. Inviting the Corporation's Commissioner of Community Development and Health Services to attend any events related to their investment announcement

With respect to all such publicity, the Corporation is responsible for:

- a. Publically recognizing the appropriate provincial or federal Ministry's (the "Ministry") role in providing funding; and



- b. Inviting the appropriate provincial or federal Minister (the "Minister") to attend any events related to their investment announcement; and
- c. Inviting the Mayor and Council, as appropriate.

**G-10.3** For all events, including press conferences, announcements and official ceremonies, relating to projects funded in accordance with this Agreement, the Service Provider must notify the Corporation at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the Corporation approves the event. The Corporation or its designated representatives and Minister may participate in any such press conference or event.

**G-10.4** The Corporation and/or Ministry must approve any news release related to funding ahead of time. News releases may include quotations from a Corporation official, Minister, or other contributors and the applicant. The Corporation must agree on these quotations, and on the timing of the news release.

**G-10.5** During construction, of any project funded under this Agreement, the Service Provider shall provide and install temporary signage at a prominent location where there is visible activity related to the approved project. The signage shall recognize the Corporation and/or Ministry as a funder and shall bear messages and/or logos approved by the Corporation and Ministry, and remain in place through the construction period of the project.

**G-10.6** At any permanent location funded under this Agreement, the Service Provider shall provide and install a plaque or permanent sign that recognizes the Corporation and/or Ministry as a funder and shall bear messages and/or logos approved by the Corporation and Minister, if applicable.

**G-11.0** **CONFLICT OF INTEREST**

**G-11.1** The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Corporation where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the Corporation) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation relevant to the services where the Corporation has not specifically authorized such use.

**G-12.0** **INDEMNIFICATION AND INSURANCE**

**G-12.1** The Service Provider shall both during and following the term of this Agreement, indemnify and save harmless the Corporation, its employees, officers, agents, Council members, from and against any and all costs, losses, injuries, damages, judgments, claims, expenses, demands, suits, actions, complaints or any other proceedings, fines, or recoveries whatsoever in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers or anyone for whom the Service Provider is responsible at law, for or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.

**G-12.2** During the term of this Agreement or any renewal thereof, the Service Provider shall obtain and maintain in full force and effect, general liability insurance coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. The policy must include abuse liability coverage unless waived by the Corporation. Such policy shall be issued in the name of the Service Provider, shall have inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury and property damage resulting from any one occurrence in respect of and during the provision of services by the Service Provider pursuant to this Agreement, shall contain a clause including liability arising out of this Agreement, shall contain a cross liability clause with the Corporation as an additional insured, and be in a form satisfactory to the Corporation. Failure of the Corporation to demand full compliance with the insurance requirements set out above or failure of the Corporation to identify a deficiency from the evidence of insurance provided will not be construed as a waiver of the Service Provider's obligation to maintain such insurance.

**G-12.3** The Service Provider shall also obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Service Provider and used in connection with the day to day operation of the contracted services or vehicles not owned by the Service Provider, but used in connection with the day to day operation of the contracted services, including a passenger hazard in the amount of TWO MILLION DOLLARS (\$2,000,000.00).

**G-12.4** All such insurance policies required of the Service Provider shall contain a provision requiring the insurers to notify the Corporation not less than 30 days prior to any material change, cancellation, or termination.

**G-12.5** The Agreement shall forthwith terminate in the event that any insurance policy required by sections 12.2 and 12.3 is terminated or amended without written consent of the Corporation.

**G-12.6** The Service Provider shall, immediately upon the execution of this Agreement

and annually within 30 days of the renewable date of the policy, provide to the Corporation either copies of the liability and vehicle insurance policies as required by this Agreement or certificates of the said insurance policies.

**G-13.0**        **OBSERVANCE OF LAW**

**G-13.1**        The Service Provider shall provide all services required under this Agreement in compliance with all applicable statutes, laws, by-laws, regulations and orders in force during the term of this Agreement. Notwithstanding the generality of the foregoing, the Service Provider shall comply with:

- a)        the Act and Regulations including the requirement that it holds a valid, clear license, where applicable;
- b)        all zoning, police, building safety, fire safety and sanitary requirements, regulations and by-laws, laws and lawful orders imposed by any Municipal, Provincial, or Federal authority relating to the premises, and will observe and obey any other requirements governing the operation of the contracted services.

**G-13.2**        Where applicable, at the time of execution of this Agreement, the Service Provider must submit a copy of its current license to operate the service and therefore, must file annually with the Manager or Designate, a copy of the license renewal.

**G-14.0**        **NON-ASSIGNMENT**

**G-14.1**        The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion or given subject to such conditions as the Corporation may require.

**G-15.0**        **AMENDMENT**

**G-15.1**        This Agreement may be amended from time to time by the addition or substitution of Schedule(s), duly signed by the Parties to this Agreement.

**G-16.0**        **SCHEDULES**

**G-16.1**        This Agreement and Schedules(s) attached hereto, embody the entire Agreement between the Parties and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution and relating to the subject matter of this Agreement.

**G-17.0**        **NOTICES**

**G-17.1**        Any notice, demand, acceptance, or request to be given under the provisions of this Agreement by either Party to the other herein shall be in writing and shall be deemed to have been received by the other Party on the day it was delivered in person or, if mailed, on the 5<sup>th</sup> day next following the day on which it was mailed or, if sent by facsimile, deemed received on the date transmitted if transmitted during normal business hours. The facsimile will be deemed received on the next business day where it is transmitted outside of normal business hours. If transmitted by facsimile machine, confirmation of successful transmission must be obtained.

**G-17.2**        Any Notice given under this Agreement shall be addressed, in the case of the Service Provider to the address as set forth in paragraph B-1.(b) of this Agreement, and in the case of the Corporation to the Community Development and Health Services Department to the address set forth in paragraph B-1.(a) of this Agreement, or to such other address as either Party may from time to time designate by written notice to the other Party.

**G-18.0**        **DISPOSITION**

**G-18.1**        The Service Provider will not sell, change the use, or otherwise dispose of any item, furnishings or equipment purchased with Corporation funds pursuant to this Agreement without the prior written consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

**G-19.0**        **STATUS OF SERVICE PROVIDER**

**G-19.1**        The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the Parties agree that it is not intended by this Agreement, that the Service Provider, or its employees, be employees of the Corporation for the purpose of the *Income Tax Act*, R.S.C. 1985 c. 1 (1<sup>st</sup> Supp); the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8; the *Employment Insurance Act* S.O. 1996, c. 23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; the *Pay Equity Act*, R.S.O. 1990, c. P.7; or the *Health Insurance Act*, R.S.O. 1990, c. H. 6; all as amended from time to time, and any legislation in substitution therefore.

**G-19.2**        Notwithstanding the provisions of section 19.1 herein, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required there under.

**G-19.3** The Service Provider shall indemnify and hold harmless the Corporation from any and all amounts required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by the Corporation, relating to any failure of the Service Provider to comply with all provisions of the Acts described above.

**G-19.4** The Parties hereto expressly disclaim any intention to create a partnership, joint venture or joint enterprise. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Corporation or the Service Provider shall constitute or be deemed to constitute the Corporation and the Service Provider as partners, joint venturers, or principal and agent in any way or for any purpose. It is expressly understood that the Parties are independent contractors and no partnership of any kind is inferred between the parties. The Service Provider shall not represent or hold itself out to be an agent of the Corporation. No Party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party hereto.

**G-20.0** **WAIVER**

**G-20.1** Except as specifically set out in this Agreement, no waiver of any clause, term, or condition of this Agreement by an employee, agent or contractor of the Corporation shall constitute an enforceable or continuing waiver by the Corporation, nor shall the Service Provider be entitled to rely thereon.

**G-21.0** **RIGHTS AND REMEDIES**

**G-21.1** Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it at law in the event of any breach of this Agreement.

**G-22.0** **BINDING EFFECT**

**G-22.1** This Agreement and everything herein contained shall inure to the benefit of and be binding upon the Parties, hereto, and their respective successors, administrator, and permitted assigns.

**G-23.0** **NON-EXCLUSIVITY**

**G-23.1** Nothing in this Agreement shall be construed as to give the Service Provider any exclusive right or privilege in providing the Services to the Corporation. The Corporation shall, during or after the term of this Agreement, retain the right to perform or contract for the

same or similar services to be provided for its citizens in the same geographic area.

**G-24.0**            **MISCELLANEOUS**

**G-24.1**            The Service Provider and the Corporation shall, upon the reasonable request of the other, make, do, execute, or cause to be executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this Agreement.

**G-24.2**            No condoning, excusing or overlooking by the Corporation of any default, breach or non-observance by the Service Provider at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of the Corporation's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Corporation herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Corporation save only an express waiver in writing.

**G-24.3**            If any portion of this Agreement is, or becomes illegal, invalid, or unenforceable, then the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this agreement.

# The Corporation of the Town of Tecumseh

## By-Law Number 2024-099

Being a By-Law to regulate cross-contaminations and backflow prevention in private plumbing systems to protect the Town of Tecumseh's Water Supply system from contamination.

**Whereas** Section 11 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that The Corporation of the Town of Tecumseh (the "Town") may pass By-Laws relating to public utilities, including matters affecting water distribution, and for the purposes related to health, safety, and well-being of persons;

**And Whereas** Subsection 11(1) of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended, requires every owner of a municipal drinking water system to ensure that all water provided by the system meets the requirements of drinking water quality standards and that the drinking water system is operated in accordance with the *Safe Drinking Water Act*, 2002;

**And Whereas** Section 19 of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended, requires every person who oversees or has decision-making authority over a municipal drinking water system to exercise the level of care, diligence and skill that a reasonable prudent person would be expected to exercise in a similar situation and act honestly, competently and with integrity with a view to ensuring the protection and safety of the users of the municipal drinking water system;

**And Whereas** Part 7 (Plumbing) of the Building Code requires potable water systems to be protected from contamination;

**And Whereas** Section 80(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, authorizes a municipality, at reasonable times, to enter on land to which it supplies a public utility to inspect, repair, alter or disconnect the service pipe or wire, machinery, equipment and other works used to supply the public utility or to inspect, repair, replace or alter a public utility meter;

**And Whereas** Section 80(2) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to, for the purposes of s. 80(1), shut off or reduce the supply of the public utility to the land;

**And Whereas** Section 80(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, authorizes the municipality to enter on the land to shut off the supply of the public utility; to remove any property of the municipality or to determine whether the public utility has been or is being unlawfully used, if a customer discontinues the use of a public utility on land or a municipality lawfully decides to cease supplying the public utility to land;

**And Whereas** Section 391 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, authorizes the municipality to impose fees or charges on persons for a) services or activities provided or done by or on behalf of it, b) for costs payable by it for services or

activities provided or done by or on behalf of any other municipality or any local board and c) for use of its property including property under its control;

**And Whereas** Section 434.1 of the *Municipal Act*, 2001, S.O. 2001, c.25, 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 *Municipal Act*, 2001.

**And Whereas** the Council of the Town of Tecumseh desires to put mechanisms in place so as not to permit the discharging of a contaminating substance into the municipal drinking-water system;

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

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. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended. For the purpose of this by-law, the following terms are explained:

- 1.1 **“Accredited Organization”** means a governing body that certifies individuals in the field of Backflow prevention, including the Ontario Water Works Association (OWWA) and American Society of Sanitary Engineers (ASSE).
- 1.2 **“Authorized Functions List”** means the list of functions and the persons authorized to carry out such functions as set out in [Appendix “A”](#) of this by-law.
- 1.3 **“Auxiliary Water Supply”** means any water source or system, other than the municipal Potable Water supply that may be available in any Building, Structure or Property. This includes fire hydrants.
- 1.4 **“AWWA”** means American Water Works Association.
- 1.5 **“Backflow”** means the flowing back of or reversal of the normal direction of flow of water.
- 1.6 **“Backflow Prevention Device”** means a device that prevents Backflow certified to the CSA Standard.
- 1.7 **“Building”** shall have the same meaning as set out in the *Building Code Act*, as amended, or any successor thereof.
- 1.8 **“Building Code (OBC)”** means the regulations, as amended from time to time, made under section 34 of the *Building Code Act*.



- 1.9 **“Cross Connection”** means any actual or potential connection between a Potable Water system and any source of pollution or contamination.
- 1.10 **“Cross Connection Survey Report”** means the report as set out in [Appendix “B”](#) of this by-law, to be completed by a person on the Authorized Functions List.
- 1.11 **“CSA Standard”** means the CAN/CSA B-64 Series published by the Canadian Standards Association, as amended or any successor thereof.
- 1.12 **“Director”** means the Director of Public Works & Engineering Services or their designate, or any person as the Council of the Town designates.
- 1.13 **“Fire Protection System”** means any system within any Building or Structure for the suppression of a fire, including but not limited to any system consisting of a water sprinkler system or dry foam, or a system described in the CSA Standard.
- 1.14 **“Irrigation System”** means artificially supplying land with water for agriculture or landscaping, usually by means such as pipes and sprinklers.
- 1.15 **“Owner”** means any person, firm or corporation having control over Property to which this By-Law applies and includes the Owner registered on the title of the Property and any occupant of any Building or Structure located on such Property.
- 1.16 **“OWWA”** means the Ontario Water Works Association.
- 1.17 **“Potable Water”** means water that is safe for human consumption and that complies with the *Safe Drinking Water Act, 2002*, S.O. 2002, c. 32, as amended or successor thereto.
- 1.18 **“Premise Isolation”** means Backflow Prevention Devices installed within the facility on the service line connection to the Town’s Water Supply.
- 1.19 **“Property”** means any land within the Town of Tecumseh and includes all Buildings or Structures.
- 1.20 **“Qualified Person”** means a person who is certified by an Accredited Organization and who meets the requirements outlined within the CSA B64.10.1-11 Standard, as amended or any successor thereof.
- 1.21 **“Severe, Moderate or Minor Hazard”** shall be as defined in the CSA Standard, as amended or any successor thereof.
- 1.22 **“Structure”** means anything constructed or built permanently or temporarily which is provided with a source of Potable Water.
- 1.23 **“Test Report”** means a report in the form of [Appendix “C”](#) of this By-Law.

- 1.24 **“Test Tag”** means a tag acceptable to the Town, containing the make, model, serial number, size, type, location, installation date and address as well as the test history of a Backflow Prevention Device.
- 1.25 **“Town”** means The Corporation of the Town of Tecumseh.
- 1.26 **“Town’s Water Supply”** means the Town’s water distribution system or Potable Water system which is governed by the *Safe Drinking Water Act*, 2002, S.O. 2002.
- 1.27 **“Untreated Water”** means the water not subject to the requirements of the *Safe Drinking Water Act*, as amended, and/or water that is not under the direct control of the Town.
- 1.28 **“Water Meter”** means an apparatus that measures and records the amount of water supplied to a Property/Building/Structure by the Town’s Water Supply.
- 1.29 **“Zone Protection”** is practiced within Buildings/Structures where there exist both drinking and non-Potable Water piping systems. This type of protection may also be practiced within the distribution system of a Potable Water system in order to protect individual zones or areas from possible contamination from another zone or area within the distribution system.

## 2. **General**

### 2.1 **Short Title**

This By-Law may be referred to variously as the “Backflow Prevention By-Law” or the “By-Law.”

### 2.2 **Application of By-Law**

- (a) This By-Law applies to all existing and proposed industrial, commercial, institutional, and multi-residential Buildings and Structures, except Buildings of residential occupancies as described in Part 9 of the latest version of the OBC.
- (b) In addition to and notwithstanding section 2.2(a) of this by-law, this by-law applies where a condition exists, or a condition is created or proposed to be put in place, in any Building or Structure that may be hazardous or detrimental to the Town’s Water Supply by such condition.

### 2.3 **Conformance to By-law**

Every Owner of a Property to which this By-Law applies shall ensure that a Backflow Prevention Device is installed in every Building or Structure supplied by the Town's Water Supply.

### 2.4 **Conformance to Other Law**

Nothing in this By-Law shall serve to relieve any person from the obligation to comply with all other applicable laws.

## 3. **Prohibited Cross Connections**

3.1 No person or Owner shall connect, cause to be connected, or allow to remain connected to the Town's Water Supply any piping, fixture, fitting, container, appliance, vehicle, machine or the like in a manner which may under any circumstance allow Untreated Water, waste water or any other liquid, chemical or substance to enter the Town's Water Supply or system, except in compliance with the provisions of this by-law.

3.2 Every Owner of a Property to which this by-law applies shall ensure that a Backflow Prevention Device is installed in respect of Premise Isolation or Zone Protection in every Building/Structure.

3.3 No person or Owner shall connect, cause to be connected, or allow to remain connected any Auxiliary Water Supply or private well to a plumbing system which is supplied by the Town's Water Supply, unless appropriate backflow protection is installed.

## 4. **Cross Connection Control Survey Requirement**

4.1 A Cross Connection Control Survey, as provided in [Appendix "B"](#) or an approved equivalent form, shall be completed and submitted to the Town by the Owner, at the Owner's expense.

4.2 A Cross Connection Control Survey shall be conducted, and submitted to the Town, within 30 days of the following situations:

- (a) On the third (3<sup>rd</sup>) anniversary of the most recent survey:
- (b) A change in Property ownership.
- (c) A new connection being made to a Building.
- (d) The circumstances or equipment to which a survey applies changes or is modified that alters, or has the potential to alter, the information contained in a most recent Cross Connection Control Survey that has been provided to the Town.

- (e) The use or circumstance of a Building changing or being modified in a manner that increases, or has the potential to increase, the Hazard level for a plumbing system to which the most recent Cross Connection Control Survey applies.

4.3 Notwithstanding 4.1 and 4.2, the Town may at any time order an Owner to conduct tests, provide reports, including a Cross Connection Control Survey Report or a Test Report, and undertake any other measures required for the prevention of Backflow or protection of a Cross Connection.

## 5. **Backflow Prevention Installation**

5.1 Selection and installation of the Backflow Prevention Device shall be in accordance with acceptable engineering practices, the requirements of the Building Code, manufacturer's specifications, and CSA Standard.

5.2 Every person installing or replacing a Backflow Prevention Device shall ensure that:

- (a) A building permit is obtained from the Town prior to the installation, modification, or replacement of the Backflow Prevention Device.
- (b) Inspection of the installation of the Backflow Prevention Device is carried out in accordance with the requirements of the building permit and the CSA Standard.
- (c) Where such a device is installed in respect of Premise Isolation, all piping between the Water Meter and such device is clearly labelled "no connection permitted."
- (d) Valves shall be installed on both sides of the device to facilitate maintenance and replacement.
- (e) Where such device is installed in respect of source or zone isolation, all piping between the point of contamination and the point at which the device is located is labelled "non-Potable Water."

5.3 Premise Isolation Backflow Prevention Devices shall be installed at all Buildings/Structures with plumbing systems that is identified as a Severe, Moderate, or Minor Hazard regardless of any area or source Backflow Prevention Devices that may be installed within the plumbing system. Refer to [Appendix "D"](#) – Backflow Prevention Guide to Degree of Hazard.

5.4 Every Owner shall ensure that a Backflow Prevention Device is installed where required by this By-Law.

- 5.5 Every Owner of Property to which this By-Law applies and on which an Irrigation System is located, shall ensure that such Irrigation System is protected against Backflow in accordance with the CSA Standard.
- 5.6 Where there is a Fire Protection System within a Building/Structure, the Owner of the Property shall ensure that such Building/Structure is protected against Backflow in accordance with the CSA Standard.
- 5.7 All costs related to the installation of Backflow Prevention Device shall be at the Owner's expense.
- 5.8 The Backflow Prevention Device shall be owned and maintained by the Owner in proper working order at all times.
- 5.9 Every Owner who does not comply with a notice to install a Backflow Prevention Device is guilty of an offence.

## 6. **Persons Permitted to Carry Out Work**

- 6.1 Only those persons with the required qualifications listed in the Authorized Functions List, attached as [Appendix "A"](#), shall carry out the corresponding functions set out therein.
- 6.2 The persons who are permitted to perform the Cross Connection Control Surveys or testing of Backflow Prevention Devices shall also have and submit proof of the following qualifications in a form satisfactory to the Town:
  - (a) A Tester's Certificate issued by the OWWA Cross Connection Control Specialist Certificate or an ASSE Cross Connection Control/Backflow Certificate which has been issued or renewed within five (5) years prior to date of the submission of a Cross Connection Survey Report or a Test Report; and
  - (b) A current calibration certificate for the test equipment issued within the twelve (12) months prior to the date of submission of a Test Report.
- 6.3 No person shall submit to the Town any information that is false or inaccurate.
- 6.4 The proof of qualifications and test equipment calibration shall be submitted at the same time the Cross Connection Control Surveys and Test Reports are submitted to the Town.
- 6.5 The Owner shall be responsible for ensuring that the persons selected to perform the work are qualified in accordance with Section 6.1 & 6.2.

## 7. Testing of Backflow Prevention Devices

- 7.1 Every Owner who has a Backflow Prevention Device installed on his or her Property shall ensure, at the Owner's expense,
- (a) Such a device is tested when it is first installed and annually thereafter, or when requested by the Director, and when it is cleaned, repaired, overhauled, or relocated.
  - (b) When such a device is tested, a Test Report, conforming to the template in [Appendix "C"](#), is completed and submitted to the Town within 14 days of the test being conducted.
  - (c) In the event that such a device is malfunctioning or otherwise not in proper working order, cause the device to be repaired or replaced.
- 7.2 Every Qualified Person who tests a Backflow Prevention Device shall:
- (a) Provide a legible Test Report to the Owner of the Building/ Structure subject to such a test.
  - (b) Upon completing such test, complete and affix a Test Tag, in a form acceptable to the Town, containing the make, model, serial number, size, type, location, installation date and address as well as the test history of a Backflow Prevention Device, to the device or immediately adjacent to the device on the piping connected thereto.
  - (c) Upon finding that such device is malfunctioning or otherwise not in proper working order, immediately notify the Owner of the Building/Structure subject to such a test and the Town of such condition.

## 8. Test Equipment Maintenance

- 8.1 Where required by the CSA Standard, all equipment used to test Backflow Prevention Devices shall be verified and/or calibrated for accuracy. Proof of such verification and/or calibration shall be provided to the Town in conjunction with the submission of a Test Report.
- 8.2 The selection, maintenance and field testing of Backflow Prevention Devices shall be in accordance with the CSA Standard and OBC.
- 8.3 An Owner shall obtain, or ensure that it is obtained, a Building permit in order to install, modify or perform any corrective action, or to remove a Backflow Prevention Device and any related plumbing.

## 9. Corrective Actions and Order Requiring Compliance

- 9.1 Every Owner shall take corrective actions on any deficiencies or to address any recommendations made by a Qualified Person or identified on a Cross Connection Control Survey Report or on a Test Report respecting the Owner's Property.
- 9.2 Should a condition be found on a Property which is in contravention of this By-Law, the Town may:
- (a) issue an order to the Owner to correct the issue at the Owner's expense within a specified time period and if the order is not complied with, the Town may discontinue the supply of water from the Town's Water Supply to the plumbing system, and/or;
  - (b) without Notice to the Owner, discontinue the supply of water from the Town's Water Supply.
- 9.3 The Issued order shall include:
- (a) the municipal address of the Property, with a reasonable explanation of the corrective action required;
  - (b) the time frame for complying with the terms and conditions of the order; and
  - (c) a clear statement that if the order is not complied with within that time, the Town may carry out the work at the Owner's expense.
- 9.4 Method of Delivery of 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 Owner to whom it is addressed;
  - (b) couriered delivery to Owner's address, or;
  - (c) delivery by prepaid mail to the Owner's last known address or as otherwise contemplated in subsection 343(6) of the *Municipal Act*, 2001 c. 25.

## 10. Removal of Backflow Prevention Devices Prohibited

No Owner of a Building in which a Backflow Prevention Device is installed shall cause or permit the removal of such device, or part thereof, unless such removal is to immediately replace the device with another device that meets or exceeds the provisions of this By-Law or such removal is due to change of the function of a Building or Structure into a category to which this By-Law does not apply or

that would not require a Backflow Prevention Device and such removal is approved by the Director.

## 11. Administration and Enforcement

- 11.1 The Director shall be responsible and is delegated the power to administer and enforce this By-Law, including prescribing the content of any forms or other documents required under this By-Law from time to time.
- 11.2 The Director is authorized to delegate responsibilities for the administration and enforcement of this By-Law to any Town staff or external third parties deemed to be qualified and appropriate by the Director for such purposes.
- 11.3 The Town may, at any reasonable time, enter on any land for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- (a) the provisions of this By-Law;
  - (b) an order issued under this By-Law;
  - (c) condition of any permit or license issued under this By-law; or
  - (d) an order made under Section 431 of the *Municipal Act*, as amended.
- 11.4 For the purposes of an inspection under subsection (c), the person conducting the inspection may:
- (a) require the production for inspection of documents or things relevant to the inspection;
  - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - (c) require information from any person concerning a matter related to the inspection; and
  - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples, or photographs necessary for the purposes of the inspection.
- 11.5 The Town may undertake an inspection pursuant to an order issued under Section 438 of the *Municipal Act*, as amended.
- 11.6 Pursuant to Section 435 of the *Municipal Act*, the Town's power of entry may be exercised by an employee, officer, or agent of the Town.



When entering a Property under this By-Law, the person exercising the power of entry:

- (a) shall provide identification to any person requesting identification during the course of the entry;
  - (b) may be accompanied by a person or persons under their direction; and
  - (c) shall not enter or remain in any room or place actually used as a dwelling unless at least one of the conditions set out in Section 437 of the *Municipal Act* is met.
- 11.7 The Town may, in addition to taking any other step, shut off the water supply to a Property or any portion of a Property if the Director deems that a threat of contamination exists from such Property that can endanger public health or safety until such time as the threat of contamination is eliminated.
- 11.8 No person shall hinder or obstruct, or attempt to hinder or obstruct an employee, officer, agent or contractor of the Town or other person so authorized by the Town who is performing a duty or exercising a power under this By-Law pursuant to Section 426 of the *Municipal Act*.
- 11.9 Town May Complete Work: 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 acting on their behalf, carry out the work required by the order at the expense of the Owner and all expenses so incurred may be added to the tax roll and collected from an Owner in the same manner as municipal taxes.
- 11.10 Every Owner 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 or penalty, 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.
- (a) 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 the penalty imposed on the person convicted, issue an order:
    - (ii) prohibiting the continuation of repetition of the offence by the person convicted; and
    - (iii) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

- (b) 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.

## 12. Offence and Penalty Provisions

- 12.1 Every person who contravenes a provision of this By-Law, including an order issued under this By-Law, is guilty of an offence.
- 12.2 Any person who is guilty of an offence under this By-Law, and upon conviction shall be subject to the following fines as established pursuant as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, and/or the *Municipal Act*, 2001, as both may be amended from time to time.
  - (a) Every Owner who contravenes any provision of this By-Law is guilty of an offence and on conviction is liable, for every day or part thereof upon which such offence occurs or continues, to a fine of not more than ten thousand dollars (\$10,000.00) for a first offence and twenty-five thousand dollars (\$25,000.00) for any subsequent conviction;
  - (b) Every Owner that is a corporation which contravenes any provision of this By-Law is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more than fifty thousand dollars (\$50,000.00) for a first offence and one hundred thousand dollars (\$100,000.00) for any subsequent conviction, and;
  - (c) In this By-Law subsequent conviction means a conviction for an offence which offence occurs after the date of conviction for an earlier offence under this By-Law.
- 12.3 A Person who contravenes any provision of this By-law is guilty of an offence and can alternatively, at the option of the Officer, be issued a penalty notice in respect thereof requiring the payment of an administrative penalty pursuant to the Towns Administrative Monetary Penalties System (AMPS) By-law 2024-048 as amended from time to time
- 12.4 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.

## 13. Proceeds of Fines

Pursuant to Subsection 433(1) of the *Municipal Act*, where a person has been convicted of any offence under this By-law, every fine imposed for a contravention of the By-law belongs to the Town.

14. **Unpaid Fines**

Pursuant to Subsection 441.1 of the *Municipal Act*, the treasurer of a municipality may add any part of a fine for the commission of a provincial offence that is in default under Section 69 of the *Provincial Offences Act* to the tax roll for any Property in the local municipality of which all of the Owners are responsible for paying the fine and collect in the same manner as taxes.

15. **Repeal**

That By-Law No. 2001-68, being a by-law to provide for Backflow prevention passed on the 13<sup>th</sup> day of November 2001, is hereby repealed.

16. **Effective Date**

That this by-law shall come into force and take effect on the day of final passing.

**Read** a first, second, third time and finally passed this 26th day of November, 2024.

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Gary McNamara, Mayor

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Robert Auger, Clerk

**Appendix “A”**

**By-Law 2024-099**

**Authorized Functions List**



Item	Function	Professional Engineer Licensed in accordance with CSA Standards	Certified Engineering Technologist Licensed in accordance with CSA Standards*	Licensed Master Plumber Licensed in accordance with CSA Standards	Journeyman Plumber Licensed in accordance with CSA Standards**	Apprentice Plumber Licensed in accordance with CSA Standards***	Fire System Sprinkler Fitter Licensed in Accordance with CSA Standards	Lawn Irrigation System Installer Licensed in accordance with CSA Standards	Steamfitter Licensed in accordance with CSA Standards	Town Staff Licensed in accordance with CSA Standards****
1	Carry out Cross Connection Survey	✓	✓	✓	✓	✓	✓	✓	✓	
2	Install, Relocate or Replace Backflow Prevention Device			✓	✓	✓				
3	Repair Backflow Prevention Device	✓	✓	✓	✓	✓				
4	Test Backflow Prevention Device	✓	✓	✓	✓	✓				✓
5	Items 1, 2,3, & 4 above for Fire Protection Systems	✓	✓	✓	✓	✓	✓			
6	Items 3 & 4 above for Lawn Sprinkler Systems	✓	✓	✓	✓	✓		✓		
7	Complete items 1, 2, 3, & 4 for heating and cooling systems								✓	

\*Required to be under the direction of a professional engineer

\*\*Required to be employed by a licensed plumbing contractor or licensed fire sprinkler contractor

\*\*\*Required to be employed by a licensed plumbing contractor and under the direct supervision of a journeyman plumber or master plumber

\*\*\*\*Town Staff will conduct testing on their own devices only

**Appendix “B”  
By-Law No. 2024-099  
Cross Connection Survey Report**



Email completed form to:							Date(yyyy-mm-dd):		
Owner:			Address:		Phone:		Email:		
Surveyor:			Certificate #:		Phone:		Email:		
Does the Building have a Sprinkler System: <input type="checkbox"/> Yes <input type="checkbox"/> No			Is a Bypass Present: <input type="checkbox"/> Yes <input type="checkbox"/> No		Size, type, and serial no. premise isolation device:				
Chemical Addition: <input type="checkbox"/> Yes <input type="checkbox"/> No			Bypass Protected: <input type="checkbox"/> Yes <input type="checkbox"/> No		Specify recommended / existing (circle one) protection for sprinkler system:				
	Location of cross connection	Existing device type	Serial No. (if applicable)	Date of last test (if applicable) (yyyy/mm/dd)	Degree of hazard (L/M/S)	Acceptable Protection (Y/N)	Recommended upgrade	Remarks	
1									
2									
3									
4									
5									
All selections shall be made following the Backflow Prevention Regulations of the Town By-law No.2024-099 and CAN/CSA B64.10 Note: Surveyor is required to submit copies of this report to the Town and Owner.		Device type: AG – Air gap *AVB – Atmospheric type vacuum breaker *DCAP – Dual check valve type with atmospheric port *DCVA – Double check valve assembly type *DuC – Double check valve type *DuCV – Dual check valve type with intermediate vent HCVB – Hose connection type vacuum breaker			LACV – Listed alarm check valve LFVB – Laboratory faucet type vacuum breaker N – None *PVB – Pressure type vacuum breaker *RP – Reduced pressure principle type RSCV – Resilient seated check valve * = installation of device requires permit			Degree of Hazard: L - Low M - Moderate S - Severe	
This form is intended to assist the Qualified Person in carrying out a survey and is not to be construed as addressing all potential cross connection situations. It is the responsibility of the owner and building occupant to bring to the attention of the Qualified Person all water uses within the premises to permit inspection for potential cross connections and to enable recommended corrective actions.									
I hereby certify the information in this report & any other attached document(s) is true to the best of my knowledge & recommendations are made in compliance with Town Bylaw & CSA Standards:									
Signature of Qualified Person: _____					Signature of Owner: _____				

**Appendix "C"**  
**By-Law No. 2024-099**  
**Test Report**



Location Address		Postal Code	
Occupant		Emergency Contact	
		Telephone	
		Email	
Owner		Telephone	
Address of Owner		Postal Code	
Name of Certified Tester		Tester Certification Number	
		Telephone	
Business Name		Business Address	
		Email	
Make of Test Kit		Model Number	Serial Number
		Calibration Expiry (YYYY-mm-dd)	
Device Location		Purpose of Device	
Test Date		RP <input type="checkbox"/>	DCVA <input type="checkbox"/>
		PVB <input type="checkbox"/>	
Make	Model	Serial Number	Size
Initial Test <input type="checkbox"/>	Annual Test <input type="checkbox"/>	Passed <input type="checkbox"/>	Failed <input type="checkbox"/>
Line Pressure			
<b>REDUCED PRESSURE BACKFLOW ASSEMBLY</b>			
Check Valve No. 1	Check Valve No. 2	Check Valve No. 3	
<input type="checkbox"/> Leaked <input type="checkbox"/> Closed Tight	<input type="checkbox"/> Leaked <input type="checkbox"/> Closed Tight	<input type="checkbox"/> Leaked <input type="checkbox"/> Closed Tight	
Pressure Differential Across No. 1 Check _____	Pressure Differential Across No. 2 Check _____	Pressure Differential Across No. 3 Check _____	
Shut off valve No. 2 <input type="checkbox"/> Leaked <input type="checkbox"/> Closed Tight			
<b>DOUBLE CHECK VALVE</b>		<b>PRESSURE VACUUM BREAKER</b>	
<b>Check Valve No. 1</b>	<b>Check Valve No. 2</b>	<b>Air Inlet Valve</b>	
With Flow Against Flow	With Flow Against Flow	Opened At _____ <input type="checkbox"/> Failed to Open	
<input type="checkbox"/> Leaked <input type="checkbox"/>	<input type="checkbox"/> Leaked <input type="checkbox"/>	Check Valve <input type="checkbox"/> Leaked	
<input type="checkbox"/> Closed Tight <input type="checkbox"/>	<input type="checkbox"/> Closed Tight <input type="checkbox"/>	<input type="checkbox"/> Closed Tight	
Pressure Differential Across No. 1 Check _____	Pressure Differential Across No. 2 Check _____	Pressure Differential Across Check Valve _____	
If assembly fails test, complete this section and note repairs (if Device replaces an existing device, list Serial # of existing device):			
I certify the device has been tested following CAN/CSA B64.10-01/B64.10.1-01 (R2006).			
Tester Signature:		Date:	

## Appendix “D”

### By-Law No. 2024-099

#### Backflow Prevention Guide to Degree of Hazard

Type of Cross Connection	Degree of Hazard
Agricultural chemicals (sprayers)	Severe
Air Compressor Oil Cooler	Moderate
Animal watering	Moderate
Aspirator (toxic)	Severe
Aspirator (non-toxic)	Moderate
Autoclave	Severe
Autopsy and Mortuary Equipment	Severe
Auxiliary Water Supply	Severe
Baptistery	Moderate
Basin	Moderate
Bathtub (all)	Moderate
Bedpan Washer	Severe
Beverage Dispensing Equipment (no carbonator)	Minor
Beverage Dispensing Equipment (with carbonator)	Moderate
Bidet	Moderate to Severe
Bottle Washer	Moderate to Severe
Bread Making Equipment	Minor to Moderate
Canopy Washer	Severe
Chemical Feed Tank	Severe
Chiller Tank (no chemical)	Moderate to Severe
Chiller Tank (with chemical)	Severe
Chlorinator	Severe
Clothes Washer (residential)	Moderate
Coffee Machine	Minor
Condensate Tank (top feed)	Moderate
Condensate Tank	Severe
Cooking Kettle	Minor
Cooling Condenser (solenoid upstream)	Minor
Cooling Condenser (solenoid downstream)	Severe
Cooling Tower	Severe
De-aerator (top feed)	Moderate
De-aerator (bottom feed)	Severe
Degreasing equipment system	Severe
Deionized water	Severe
Dental Vacuum pump	Severe
Dental Cuspidor (with internal air gap)	Minor
Dental Cuspidor (no air gap)	Severe
Dental Delivery system	Minor
Detergent dispenser	Severe
Dipper well in ice-cream parlour or restaurant	Moderate
Dish rinse unit with flex hose	Moderate
Dishwasher (commercial)	Moderate
Dishwasher (residential)	Minor to Moderate
Distiller	Minor
Dockside Marine Facility	Severe

## Appendix “D”

### By-Law No. 2024-099

#### Backflow Prevention Guide to Degree of Hazard

Type of Cross Connection	Degree of Hazard
Dry sprinkler or standpipe system	Moderate
Fire Hydrant	Moderate
Flexible shower head with hose	Minor to Severe
Floor drain with flushing rim	Severe
Flush tank	Moderate
Flushing equipment device	Severe
Flushometer	Severe
Fountain, ornamental	Moderate to Severe
Fountain, ornamental (chemical added)	Severe
Fume hood	Severe
Garbage disposal unit	Severe
Garbage can washer	Severe
Heat Exchanger	Minor to Severe
Heating System (copper/plastic; no chemicals)	Minor
Heating System (no chemicals added)	Moderate
Heating System (chemicals added)	Severe
Heating System (single family dwelling)	Moderate
Hose bib, sediment faucet	Minor to Severe
Hose bib, sediment faucet, connected to high hazard	Severe
Hose bib, sediment faucet (residential)	Minor to Moderate
Humidifier	Moderate
Humidifier with sump	Severe
Hydrotherapy bath	Moderate
Ice Machine for commercial restaurant	Moderate to Severe
Ice making equipment for sports arena	Severe
Industrial fluid system	Severe
Irrigation system (chemical injected)	Severe
Irrigation system (no chemical added)	Moderate
Lab bench equipment (toxic)	Severe
Lab bench equipment (non-toxic)	Minor
Laboratory	Severe
Laboratory Faucet	Moderate to Severe
Laundry, commercial coin-operated	Moderate
Laundry machine, commercial	Moderate
Laundry machine, residential	Minor
Laundry tub faucet with hose bib connection	Moderate
Lavatory	Moderate
Lethal substance	Severe
Livestock equipment	Severe
Mixing tee with steam and water	Moderate
Mop sink faucet with hose bib connection	Moderate
Mortuary or Morgue	Severe
Non-potable water	Severe
Optician or Ophthalmology equipment	Minor to Moderate
Pedicure Chair	Moderate to Severe



## Appendix “D”

### By-Law No. 2024-099

#### Backflow Prevention Guide to Degree of Hazard

Type of Cross Connection	Degree of Hazard
Photo lab sink	Severe
Pipette washer	Severe
Piping to chemical dispensers	Minor to Severe
Plating tank	Severe
Potato peeler	Moderate
Poultry barn	Severe
Pressure washer (no aspirator)	Minor
Pressure washer (with aspirator)	Severe
Private fire hydrant	Moderate
Private water source	Severe
Pump primer line (toxic)	Severe
Pump primer line (non-toxic)	Moderate
Radiator flushing equipment	Severe
Restricted area	Severe
Reverse osmosis	Minor
Reverse osmosis with backwashing	Moderate
Reverse osmosis with chemical cleaning	Severe
Serrated faucet	Severe
Sewage ejector	Severe
Sewage pump	Severe
Shampoo sink	Moderate
Sizing vat	Severe
Solar hot water system(residential - no chemicals added)	Minor to Moderate
Solar hot water systems (residential - relatively harmless heat transfer fluid)	Minor to Moderate
Solar hot water systems (residential - toxic heat transfer fluid)	Severe
Solar hot water systems (commercial - single wall heat exchanger)	Moderate to Severe
Solar hot water systems (all types double wall heat exchanger)	Minor
Solar hot water systems (make-up water connection to the heat transfer piping loop)	Minor to Severe
Solution tank	Severe
Spa or hot tub	Moderate
Specimen tank	Severe
Steam table	Minor to Moderate
Steam generator	Moderate
Steam cleaner	Moderate
Sterilizer (condensate cooling only)	Moderate
Sterilizer (connection into chamber)	Severe
Still	Minor
Swimming pool (residential)	Minor
Swimming pool (other than residential)	Moderate
Swimming pool (direct connection)	Moderate

## Appendix “D”

### By-Law No. 2024-099

#### Backflow Prevention Guide to Degree of Hazard

Type of Cross Connection	Degree of Hazard
Swimming pool makeup tank	Moderate
Teeth cleaning equipment (veterinary type)	Moderate
Trap primer	Severe
Vending machine with no carbonators	Minor
Wash rack	Severe
Wash tank	Moderate
Wash tank (toxic)	Severe
Water closet (tank type)(N/A if constructed after 1995)	Moderate
Water closet (flushometer type)	Moderate
Water hauling equipment (non-toxic)	Moderate
Water hauling equipment (toxic)	Severe
Water softener, commercial	Minor
Water softener drain	Moderate
Wok table (for oriental cooking with submerged inlet)	Moderate
X-ray equipment	Severe

# The Corporation of the Town of Tecumseh

## By-Law Number 2024-100

Being a by-law to establish the water and wastewater rates for the year 2025

**Whereas** the *Municipal Act, 2001*, S.O. 2001, c. 25 and in particular section 391 et seq. thereof, provide, inter alia, that a municipality may pass by-laws imposing fees or other charges for services or activities provided or done by it, for use of property under its control, and for capital costs payable by it;

**And Whereas** in pursuance thereof, The Corporation of the Town of Tecumseh (Town) is desirous of enacting a by-law to impose fees or charges for use of its wastewater system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system;

**And Whereas** public notice was given on the Town's website intent to give consideration to the adoption of a by-law to impose fees or charges for use of its wastewater management system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system at their regular meeting to be held on Tuesday, November 26, 2024.

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

### Part 1 - Short Title

1.1 The short title of this by-law is the Water and Wastewater Rates By-law.

### Part 2 - Definitions

2.1 In this by-law, the following words or expressions shall have the following meanings:

- (a) **"Customer"** shall include any person, firm or corporation who receives, takes, uses or agrees to receive, take or use water from the Town;
- (b) **"Owner"** shall include any person, firm or corporation who is the registered owner of, or is entitled to any estate or interest in land to which water from the Town is supplied;
- (c) **"Premises or Facilities"** shall include any land, house, tenement, building, lot (or part thereof), or any facility to which water is supplied by the Town; and

- (d) **“Town”** shall mean The Corporation of the Town of Tecumseh.

### **Part 3 - When Rates Effective**

- 3.1 The rates and charges imposed by this by-law shall be in effect and be imposed as of January 1, 2022, and thereafter until this by-law is replaced by a successor water rates by-law or amendment hereto.

### **Part 4 - Water Rates and Charges**

- 4.1 Before the initial supply of water to or the additional or subsequent connection for water to any Premises or Facility within the Town, the Owner shall make application therefore, and the Owner shall pay the water connection charges prescribed by Part I to the schedule to this by-law.
- 4.2 A Customer shall pay the fixed charges for the provision and supply of water, and for maintenance of the water supply and the waterworks system, based on water meter size, as are prescribed by Part II to the schedule to this by-law.
- 4.3 In addition to the said fixed charges, a Customer shall pay the water consumption charges for metered Premises or Facilities, the water consumption charges, based on volume of water consumption, as are prescribed by Part III to the schedule to this by-law.
- 4.4 A Customer shall pay, with respect to unmetered Premises or Facilities, the flat rate water consumption charges prescribed by Part IV to the schedule to this by-law.
- 4.5 A user of a fire hydrant shall pay the hydrant rental charge prescribed by Part V to the schedule to this by-law.

### **Part 5 - Wastewater Collection and Treatment Rates and Charges**

- 5.1 A Customer shall pay the fixed charges for the collection and treatment of wastewater, and for maintenance of the wastewater system, based on water meter size, as are prescribed by Part II to the schedule to this by-law.
- 5.2 In addition to the said fixed charges, a Customer shall pay the wastewater collection and treatment charges with respect to metered Premises or Facilities, the wastewater collection and treatment charges, based on volume of water consumption, as are prescribed by Part VI to the schedule to this by-law.
- 5.3 A Customer shall pay, with respect to unmetered Premises or Facilities, the flat rate wastewater collection and treatment charges prescribed by Part VII to the schedule to this by-law.

**Part 6 - Enforcement**

- 6.1 Water meters may be read and accounts rendered monthly, bi-monthly or on any other basis that the Town may determine. All accounts shall be deemed to be served upon the Customer or Owner if delivered or sent by ordinary mail to the Premises or Facilities supplied.
- 6.2 All accounts shall be paid by the due date stated thereon. Thereafter, late payment charges shall be added to the account, as prescribed by Part 9 to the schedule to this by-law.
- 6.3 In the event a Customer or Owner neglects or refuses to pay any account rendered under authority of this by-law, the Town may in its discretion shut off or reduce the flow of water to the customer or to the Premises or Facility. In such event, the reconnection charges prescribed by Part I to the schedule to this by-law shall be imposed upon the Customer or Owner.
- 6.4 The Town may, in its discretion, as a pre-condition to the supply of water to a Premise or Facility, require a Customer or Owner to make a deposit of such sum of money as it may consider advisable. The deposit shall be held as security for payment of charges imposed in pursuance of this by-law. Such deposit may be applied by the Town in satisfaction of unpaid accounts.

**Part 7 - Repeal**

- 7.1 In the event of a conflict between the provisions of this by-law and the provisions of any other by-law of the Town, the provisions of this by-law shall prevail and govern and be paramount.

**Part 8 - Effective Date**

- 8.1 This by-law comes into force on January 1, 2025.

**Read** a first, second, third time and finally passed this 26th day of November, 2024.

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Gary McNamara, Mayor

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Robert Auger, Clerk

**Schedule A – Town of Tecumseh Water and Wastewater Rates**

**Part 9: Part I: Fixed Charges for Water and Wastewater Service**

**Fixed Charge Per Month**

**Meter Size**

<b>Meter Size</b>	<b>Water</b>	<b>Wastewater</b>
5/8" & 3/4"	20.14	20.53
1"	34.94	35.62
1 1/2"	68.59	69.92
2"	102.19	104.17
3"	171.56	174.89
4"	276.92	282.29
6"	492.45	502.02

**Part 10: Part II: Metered Water Consumption Charges**

usage under 10,200 cubic meters per month

\$1.3523 per cubic meter

**Metered Water Consumption Charges**

usage over 10,200 cubic meters per month

\$0.9775 per cubic meter

**Part 11: Part III: Flat Rate Water Un-Metered Consumption Charges**

\$57.32 per month

**Part 12: Part IV: Wastewater Collection and Treatment Charges**

\$1.4444 per cubic meter of water consumed

Nortera Foods:

\$ 0.9627 per cubic meter of water consumed

**Part 13: Part V: Flat Rate Un-Metered Wastewater Collection and Treatment Charge**

\$60.25 per month

**Part 14: Part VI: Oasis Water Filling Station**

\$2.60 per cubic meter

**Part 15: Part VII: Miscellaneous Charges**

Late Payment Charges: 1.25% per month charged to overdue accounts

NSF Cheques: \$35.00 plus bank charges

# The Corporation of the Town of Tecumseh

## By-Law Number 2024-102

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Dillon Consulting Ltd for the Consulting Services for the Urban Forestry and Naturalization Management Plan

**Whereas** Dillon Consulting Ltd. was awarded the tender for Consulting Services for the Urban Forestry and Naturalization Management Plan (Project);

**And whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Dillon Consulting Ltd for the Consulting Services on the Project;

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

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

1. **That** the Mayor and the Clerk be authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Dillon Consulting Ltd dated 26th day of November, 2024, a copy of said Agreement is attached hereto and forms part of this by-law and further to do such further and other acts which may be necessary to implement the said Agreement.

**Read** a first, second, third time and finally passed this 26th day of November, 2024.

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Gary McNamara, Mayor

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Robert Auger, Clerk





## **Consulting Agreement**

### **RFP#125 - Urban Forestry and Naturalization Management Plan**

This **Agreement** made on the 26th day of November 2024,

**Between:**

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

-and-

**Dillon Consulting Limited**  
(hereinafter called the “*Consultant*”)

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

### **Article 1 - Professional Services**

- 1.1 The *Consultant* shall provide *Professional Services* in connection with the following *Project*:  
Preparation of an Urban Forestry and Naturalization Management Plan
- 1.2 The location of the *Project* is as follows:  
throughout the Town of Tecumseh
- 1.3 The *Consultant* shall provide *Professional Services* for the *Project* in accordance with the *Contract Documents*.
- 1.4 Any change to the *Professional Services* will be made by written order signed by both parties identifying the change plus adjustments, if any, to the *Consultant's* fees and *Reimbursable Expenses* and time for completion of the *Professional Services*.
- 1.5 The *Consultant* shall commence the *Professional Services* by the 27th day of November 2024 and complete by the 1st day of November 2025 and continue to completion in accordance with the *Contract Time*.

### **Article 2 - Agreements and Amendments**

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

### **Article 3 – Contract Documents**

- 3.1 The following sections and documents form part of and are incorporated into the *Contract*:

- Agreement
- Definitions
- General Conditions
- RFP#125 Acceptance Form completed and signed by the *Consultant* on October 30, 2024
- Proposal for Consulting Services for Urban Forestry & Naturalization Management Plan by the *Consultant* submitted October 31, 2024
- Project Cost Quotation – Table 2 – Total Cost for Consulting Services completed by the *Consultant* submitted October 31, 2024
- Project Cost Quotation – Table 3 – Project Staff Hourly Rates completed by the *Consultant* submitted October 31, 2024
- Proposed Implementation Plan by the *Consultant* submitted October 31, 2024
- Proposed Consultation Plan by the *Consultant* submitted October 31, 2024
- Relevant Project Experience by the *Consultant* submitted October 31, 2024
- Understanding of Scope by the *Consultant* submitted October 31, 2024

**Article 4 – Remuneration for the Professional Services**

4.1 The *Owner* shall pay to the *Consultant* the fees and *Reimbursable Expenses* as set forth below, for the *Professional Services*.

4.2 The fee, excluding any applicable *Value Added Taxes*, is comprised of one or more of the following:  
**(delete subparagraphs that do not apply)**

- A fixed fee of One Hundred Ninety-Seven Thousand Six Hundred Ninety-Six Dollars----- 50/100 (\$197,696.50) earned in accordance with paragraph 4.3 of this Article.

4.3 When the fee for the *Project* shall be calculated as a fixed fee, it shall be apportioned as follows:

<b>Amount</b>	<b>Milestone/Task</b>
\$65,450.50	Baseline Summary Report
\$49,135.00	Consultation and Visioning Activities
\$74,283.00	Final Urban Forestry & Naturalization Management Plan
\$8,828.00	Council Presentations and Policy Preparation

4.4 If through no fault of the *Consultant*, the execution of the *Professional Services* have been unduly delayed, the amounts and rates set forth in this *Contract* shall be subject to review and equitable adjustment.

4.5 *Reimbursable Expenses* are the actual expenses, supported by receipts or invoices, which the *Consultant* incurred in providing the *Professional Services*, and if applicable, as identified below plus an administrative charge of N/A%.

Indicate with an "x" in the appropriate column whether each expense item is included in the fee or is separately reimbursable	Included in Fee (paragraphs 4.2.1, 4.2.2, or 4.2.3 of Article 4)	Reimbursable (paragraph 4.7 of Article 4)
a. <del>Transport, subsistence, and lodging in connection with the Project beyond enter # kilometres or the Consultant's office. Use of vehicles shall be charged at \$enter # per kilometre</del>	<input type="checkbox"/>	<input type="checkbox"/>
b. Long distance telephone and facsimile communications	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Reproduction of information, drawings, specifications, and other documents necessary to the <i>Project</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Testing <i>Professional Services</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Courier and messenger <i>Professional Services</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Fees paid for securing approvals, permits, or licences from regulatory agencies having jurisdiction over the <i>Project</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Advertising incidental to the <i>Project</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Obtaining necessary legal, accounting, insurance, bonding, and other counselling <i>Professional Services</i> pertaining to the <i>Project</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Specialized <i>Project</i> specific computer hardware and software charges and related expenses as agreed to between the <i>Owner</i> and the <i>Consultant</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Customs, excise, or any other taxes incurred by the <i>Consultant</i> with respect to the <i>Professional Services</i> , but excluding <i>Value Added Taxes</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. Special or increased insurance coverage required by the <i>Owner</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. Fees and disbursements of <i>Subconsultants</i> required to provide the <i>Professional Services</i> where not included in the fees in connection with the <i>Project</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Costs incurred by the <i>Consultant</i> to provide <i>Professional Services</i> in connection with the <i>Project</i> where the <i>Consultant</i> has obtained the prior written approval of the <i>Owner</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
n. Other: <b>N/A</b>	<input type="checkbox"/>	<input type="checkbox"/>

## Article 5 – Payment

- 5.1 The *Consultant* shall issue monthly invoices, or as otherwise agreed, for fees and *Reimbursable Expenses*, together with applicable *Value Added Taxes*.
- 5.2 The *Owner* shall pay to the *Consultant* within 30 calendar days after receipt of an invoice, or as such shorter period that may be prescribed by the law of the *Place of the Work*. The *Owner* shall notify the *Consultant* of any disputed amounts within 14 calendar days of receipt of invoice. In the event of a disputed invoice, only the disputed amount shall be withheld from payment and the *Owner* shall pay the undisputed amount.

### 5.3 Interest

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

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

- b. Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved pursuant to GC7.1 – Dispute Resolution or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

### Article 6 – Notices in Writing

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first-class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 6.3 A *Notice in Writing* delivered by one party in accordance with the *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier or, if sent by mail, it will be deemed to have been received five (5) calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission.
- 6.5 An address for a party may be changed by Notice in Writing to the other party setting out the new address to be delivered in accordance with this Article.  
(If it is intended that a specific individual/officer must receive the notice, that individual/officer's name must be indicated)

#### Owner

The Corporation of the Town of Tecumseh  
Attention: Phil Bartnik, Director, Public Works and Engineering Services  
917 Lesperance Road, Tecumseh, Ontario N8N 1W9  
[pbartnik@tecumseh.ca](mailto:pbartnik@tecumseh.ca)

**Consultant**

Dillon Consulting Limited  
Attention: Mark Brobbel  
1 Riverside Drive West, 12<sup>th</sup> Floor, Windsor, Ontario N9A 5K3  
[DRestivo@dillon.ca](mailto:DRestivo@dillon.ca)

**Article 7 – Succession**

7.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

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

**The Corporation of the Town of Tecumseh**

Per: \_\_\_\_\_  
Gary McNamara, Mayor

Per: \_\_\_\_\_  
Robert Auger, Clerk

We have authority to bind.

**Dillon Consulting Limited**

Per: \_\_\_\_\_  
Mark Brobbel, ASO

I have authority to bind.

## Definitions

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

### **Additional Services**

Those services that are not included or contemplated as *Professional Services* to be provided as identified in Schedule A – Consultant’s Scope of Professional Services at the time this *Contract* was signed, which, with the written agreement of the *Owner* and the *Consultant*, are added to the *Professional Services* identified in Schedule A.

### **Budget of the Work**

The maximum amount, including contingency allowances, the *Owner* is prepared to spend on the *Work*.

### **Construction Administration Services**

The services, if any, that relate to the administration of the *Construction Contract*, and which are identified as such in Schedule A- Consultant's Scope Of Professional Services to form part of the *Professional Services*.

### **Construction Contract**

The written agreement between the *Owner* and the *Contractor* for the performance of the *Work* by the *Contractor*.

### **Construction Contract Time**

The contract time of the *Construction Contract*.

### **Construction Cost**

The actual cost of the *Work*, including overhead, permit fees, all applicable taxes, but excluding the *Value Added Taxes*.

### **Construction Cost Estimate**

The anticipated total *Construction Cost* at the scheduled time of construction, as agreed to by the *Consultant*, the accuracy of which corresponds to the level of detail of the *Construction Documents* available at the time of the estimate.

### **Construction Documents**

All documents related to the *Work* issued by or through the *Consultant* or the *Owner* that are incorporated into the *Construction Contract* and all variations and modifications issued by or approved by the *Consultant*.

### **Consultant**

The person or entity identified as such in the *Contract*. The *Consultant* is the entity licensed to practice in the province or territory of the *Place of the Work*.

### **Contract**

The written agreement between the *Owner* and the *Consultant* to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### **Contract Documents**

Those documents identified in Article 3 – Contract Documents and amendments agreed between the parties.

### **Contract Time**

The time schedule mutually agreed to by the *Owner* and the *Consultant* for the delivery of the *Professional Services*.

### **Contractor**

The person or entity contracting with the *Owner* under a *Construction Contract* to perform all or part of the *Work*.

### **General Review**

The visits to the *Place of the Work* at intervals appropriate to the progress of the *Work* that the *Consultant* considers, in the *Consultant's* professional judgement, to be necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is performed in general conformity with the *Construction Documents* and applicable statutes, regulations, codes, and bylaws of all authorities having jurisdiction. *General Review* does not require making exhaustive or continuous site reviews.

### **Instruments of Service**

The drawings, plans, digital and physical models, designs, specifications, studies, reports, photographs, computer software, concepts, products, or processes if proprietary to the *Consultant*, surveys, calculations, and other data required by the scope of *Professional Services*, and which were prepared by or on behalf of the *Consultant* and are deliverables for the execution of the *Work*.

### **Notice in Writing**

A written communication between the parties that is transmitted in accordance with the provisions of Article 6 -Notices in Writing.

### **Other Consultant**

A specialist, other than the *Consultant* or *Subconsultant*, engaged by the *Owner* for the *Project*.

### **Owner**

The person or entity identified as such in the *Contract*.

### **Place of the Work**

The designated site or location of the *Work* identified in the *Contract*.

### **Professional Services**

Those services provided by the *Consultant* that are identified in Schedule A- Consultant's Scope of Professional Services, including those provided by *Subconsultants*.

### **Project**

The total endeavour contemplated in the *Contract* of which the *Professional Services* and the *Work* may be the whole or a part.



**Ready-for-Takeover**

The date as defined in the *Construction Contract*, or if not defined in the *Construction Contract*, of substantial performance or completion of the *Work* as defined in the lien legislation applicable to the *Place of the Work*.

**Reimbursable Expenses**

Those expenses that are identified in Schedule B - Reimbursable Expenses and which are payable by the *Owner* to the *Consultant*.

**Shop Drawings**

Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the *Contractor* or by others to illustrate details of portions of the *Work*.

**Subconsultant**

A person or entity engaged by the *Consultant* to provide part of the *Professional Services*.

**Value Added Taxes**

Those truces as shall be levied upon the fees and *Reimbursable Expenses* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the fees and *Reimbursable Expenses* and includes the Goods and Services Tax, the Quebec Sales True, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed on the *Consultant* by tax legislation.

**Work**

The total construction and related services required by the *Construction Contract* but does not include the *Professional Services* and the services of *Other Consultants*.

**Working Day**

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

## General Conditions

### Part 1 - General Provisions

#### GC1.1 - Contract Documents

- 1.1.1. The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all.
- 1.1.2. Words and abbreviations which have well known technical, or trade meaning are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.3. References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.4. References in the *Contract Documents* to regulations and codes are considered to be references to the latest published version as of the signature date of the *Contract*, unless otherwise indicated.

#### GC1.2 - Law of the Contract

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

#### GC1.3 - Rights and Remedies

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

#### GC1.4 - Assignment

- 1.4.1. Neither the *Owner* nor the *Consultant* shall assign, sublet, or transfer an interest in the *Contract* without the written consent of the other, which consent shall not be unreasonably withheld.

### Part 2 - Roles and Responsibilities

#### GC2.1 - Consultant's Responsibilities

- 2.1.1. The *Consultant's* responsibilities shall include those items identified as *Consultant* responsibilities in Schedule A - Consultant's Scope of Professional Services.

- 2.1.2. The parties acknowledge that the *Consultant* has obligations arising from the *Consultant's* professional status and by law, which oblige the *Consultant* to exercise the *Consultant's* judgement and take actions to protect the public.
- 2.1.3. The *Consultant* shall provide the *Professional Services* in accordance with the *Contract Documents* and with the degree of care, skill and diligence normally provided by consultants providing comparable services in respect of projects of a similar nature at the same time and in the same or similar locale to that contemplated by the *Contract*. The *Consultant* shall re-perform, at its own cost, *Professional Services* which do not meet the standard set out in this paragraph.
- 2.1.4. The *Consultant* shall provide the *Professional Services* in accordance with the *Contract Time* and as expeditiously as required for the orderly progress of the *Professional Services* and the *Work*.
- 2.1.5. The *Consultant*, following site entry protocol, shall have access to the *Project* site at all reasonable times as required to provide the *Professional Services*. While the *Consultant* is performing *General Review*, any comments on parts of the *Work* which have not been reviewed and which are unrelated to the *Professional Services*, shall be construed as being assumptions only and shall not be relied upon unless the *Owner* requests such review and comment as an *Additional Service*.
- 2.1.6. The *Consultant* may engage *Subconsultants* to provide a part of the *Professional Services*. If the *Owner* reasonably objects to a *Subconsultant* engaged by the *Consultant*, the *Owner* may request the *Consultant* to replace the *Subconsultant*. In this event, the *Owner* shall pay all costs resulting from termination and replacement of that *Subconsultant* and the parties shall adjust the fees and *Contract Time* of the *Professional Services* to take into account the termination and replacement.
- 2.1.7. The *Consultant* shall engage those *Subconsultants* under contracts that incorporate applicable terms and conditions of the *Contract*.
- 2.1.8. The *Consultant* shall coordinate the activities of its *Subconsultants*.
- 2.1.9. If the *Owner* provides equipment or materials for the *Project*, the *Consultant* shall have the discretion to request such equipment or materials be tested or verified before being used for the purposes intended by the *Owner* or be validated by appropriate certification of compliance.
- 2.1.10. Upon receipt of the requested test or verification reports or certificate of compliance, the *Consultant* shall notify the *Owner* of the *Consultant's* acceptance or refusal of equipment or materials concerned, with or without such reservations as the *Consultant* considers to be appropriate. If the *Owner* insists upon using an item to which the *Consultant* has objected or expressed reservations in writing or if the *Owner* declines to arrange to test, verify or certify an item as requested by the *Consultant*, the *Owner* shall be considered to have waived any recourse against the *Consultant* resulting from the use of such item or from a defect or inadequacy in such item.

- 2.1.11. The *Consultant* shall not accept a commission or other compensation from a manufacturer, supplier or contractor involved in the *Project*. The *Consultant* shall have no financial interest in the equipment or materials specified or recommended by the *Consultant* as part of the *Professional Services*. However, ownership of less than 1% of the securities issued by a company whose securities are traded on a recognized securities exchange shall not be deemed to constitute a financial interest.
- 2.1.12. Where the *Consultant* does not provide *Construction Administration Services* referred to in GC 3.3 – Construction Administration in the *Contract* but the *Owner* nevertheless requests the *Consultant* to attend at the *Place of the Work* for any reason, the *Consultant* shall not incur any liability to the *Owner* for having attended at the *Place of the Work* unless the *Owner* makes a specific request to the *Consultant* in writing stating why the *Owner* has requested the *Consultant's* attendance and the *Consultant* has agreed to attend for that sole purpose. In such event, the only responsibility of the *Consultant* shall be to respond to the *Owner's* specific request provided such request falls within the mandate and competence of the *Consultant*.
- 2.1.13. Except to the extent there are errors or deficiencies that would be obvious or apparent to a *Consultant* qualified in the *Place of the Work* to provide services similar in scope, nature and complexity to the *Professional Services*, the *Consultant* is entitled to rely upon the accuracy and completeness of records, information, data, and specifications furnished by:
- a) the *Owner*, unless specifically stated otherwise;
  - b) government authorities and public utilities; and
  - c) manufacturers and suppliers of equipment, material, or supplies.

Should such records, information, data, and specifications prove to be erroneous or inaccurate, the *Consultant* is entitled to make the necessary changes to the *Contract Documents* at the expense of the *Owner*.

- 2.1.14. The *Consultant* shall not be responsible for:
- a) the services of *Other Consultants*; or
  - b) the advice of any independent expert engaged either by the *Owner* or the *Contractor*, whether or not recommended by the *Consultant*.
- 2.1.15. In addition to paragraph 2.1.14 above, and where to Project involves construction, the *Consultant* shall not be responsible:
- a) for the performance of the *Construction Contract*;
  - b) for the performance by the *Contractor*, subcontractors, suppliers, or any other contractors of the *Work* or for the failure of any of them to carry out the *Work* in accordance with the *Construction Contract*;

- c) for any and all matters arising from toxic or hazardous substances or materials;
- d) to control, direct, or supervise the construction methods, means, techniques, sequences, or procedures of the *Contractor*, subcontractor, suppliers, or any other contractors;
- e) for acts or omissions of *Other Consultants*, or the *Contractor*, subcontractors, suppliers, or any other contractors;
- f) for the safety precautions and programs required in connections with the *Work* or for general site safety at the *Place of the Work* under applicable health and construction safety legislation at the *Place of the Work*; or
- g) to make exhaustive or continuous on-site reviews.

## **GC2.2 - Owner's Responsibilities**

- 2.2.1. The *Owner* shall promptly fulfill all of the *Owner's* responsibilities so as not to impede the *Consultant's* orderly provision of the *Professional Services*.
- 2.2.2. The *Owner* shall advise the *Consultant* in writing of the *Owner's* requirements in connection with the *Project*, including the *Budget of the Work*, and time constraints of the *Owner*.
- 2.2.3. The *Owner* shall make available to the *Consultant* all information or data pertinent to the *Project* which is required by the *Consultant* to provide the *Professional Services*.
- 2.2.4. The *Owner*, when so notified by the *Consultant*, may directly engage the services of a specialist to provide information or ancillary services that are necessary to enable the *Consultant* to provide the *Professional Services*.
- 2.2.5. If the *Owner* fails to provide the information as described in paragraph 2.2.3 or engage a specialist as described in paragraph 2.2.4, the *Consultant* may give *Notice in Writing* to the *Owner* either to terminate the *Contract* or to be relieved of any responsibility for the consequences of the *Owner's* failure to provide such information or to engage such specialist.
- 2.2.6. The *Owner* shall ensure that where applicable, *Other Consultants* have adequate professional liability insurance, commensurate with the services they will provide for the *Project*.
- 2.2.7. The *Owner* shall, at the request of the *Consultant* before signing the *Contract*, and as requested, furnish to the *Consultant* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 2.2.8. The *Owner* shall give the *Consultant Notice in Writing* of any material change in the *Owner's* ability to fulfill the *Owner's* payment obligations under the *Contract* during the performance of the *Contract*.

- 2.2.9. The *Owner* shall designate in writing an individual to act as the *Owner's* representative who shall have authority to transmit instructions to and receive information from the *Consultant*.
- 2.2.10. Unless otherwise stated in Schedule A- Consultant's Scope of Professional Services, the *Owner* shall obtain required approvals, licences, and permits from municipal, governmental, or other authorities having jurisdiction over the *Project* so as not to delay the *Consultant* in providing the *Professional Services*.
- 2.2.11. The *Owner* shall not enter into contracts with *Other Consultants* or *Contractors* that are deemed incompatible or inconsistent with the *Professional Services* to be provided under the *Contract*.
- 2.2.12. The *Owner* shall provide to the *Consultant*:
- a) a copy of the *Contract Documents*;
  - b) all required cost estimating information;
  - c) the *Budget of the Work*;
  - d) a time schedule based upon the *Professional Services* as described in Article 1 - Professional Services;
  - e) surveys describing the physical characteristics, legal limitations, and utility locations for the site, including legal descriptions of the site and adjoining properties, and any other information necessary to complete the *Professional Services*;
  - f) reports and appropriate professional recommendations of specialist consultants required by the *Consultant*;
  - g) inspection and test reports required by the *Owner*, the *Consultant*, *Subconsultants*, *Other Consultants*, authorities having jurisdiction, or by the *Contract Documents*; and
  - h) pertinent information on contracts with *Other Consultants* identified in Article 3 – Contract Documents.
- 2.2.13. The *Owner* shall:
- a) examine requests for information or decisions submitted by the *Consultant*, and promptly provide the *Consultant* with the necessary information or decisions to avoid any delay;
  - b) obtain and pay the costs of all required consents, approvals, licenses, and permits from authorities having jurisdiction, unless the *Owner* is not required to do so under the *Contract Documents*;

- c) promptly inform the *Consultant* by *Notice in Writing* if the *Contractor* observes or otherwise becomes aware of any non-conformity with the requirements of the *Construction Documents*. Nothing in this paragraph shall relieve the *Consultant* of responsibility for the *Consultant's* own errors and omissions;
- d) keep the *Consultant* informed of any changes in available information with respect to the *Professional Services* and the *Work*,
- e) whether identified by the *Owner* or otherwise, including changes in the *Owner's* statement of requirements;
- f) include the *Consultant* in any value analysis; and
- g) include the *Consultant* in preparing *Construction Cost Estimates*.

### Part 3 - Execution Professional Services

- 3.1.1. If at any time before award of a *Construction Contract*, the lowest compliance bid or the lowest negotiated proposal exceeds the *Construction Cost Estimate* by more than 15%, the *Owner* shall:
  - a) give the *Consultant* written approval of an increase in the *Budget of the Work*;
  - b) co-operate with the *Consultant* to revise the *Construction Documents* to meet the latest *Budget of the Work* while complying with the requirements of the *Contract*;
  - c) rebid or renegotiate the bids or proposals; or
  - d) terminate this *Contract* in accordance with GC5.1 – Termination and Suspension.
- 3.1.2. If the *Owner* chooses to proceed under paragraph 3.1.1(b), the *Consultant* shall revise the *Construction Documents* to meet the latest *Budget of the Work* while complying with the requirements of the *Contract*. Such revision shall be performed in accordance with a mutually accepted schedule and shall be paid for by the *Owner* unless such revision is required as a direct result of the *Consultant's* failure to make reasonable efforts in the execution of the *Professional Services* to meet the *Budget of the Work*.
- 3.1.3. If the *Owner* proceeds under paragraph 3.1.1(c) and the overage is not due to extraordinary market conditions, events, or other factors not reasonably foreseeable by or under the control of the *Consultant*, then the *Owner* may require the *Consultant* to:
  - a) Modify the design; and
  - b) Provide other *Professional Services*, including *Additional Services* related to rebidding or renegotiating of a *Contractor's* proposal, for no additional fee.

This shall be the limit of the *Consultant's* responsibility under GC3.1 – Budget of the Work, Construction Cost Estimate, and Bids.

### **GC3.2 - Additional Services**

- 3.2.1. The *Consultant* and the *Owner* acknowledge that the need for *Additional Services* not included or contemplated in the original *Contract* may arise for a number of reasons, including, but not limited to changes in the *Budget of the Work*, the *Project* scope, the construction schedule, or unforeseen conditions at the *Place of the Work*.
- 3.2.2. Upon recognizing a need to provide *Additional Services*, either the *Consultant* or the *Owner* shall promptly notify the other explaining the facts and circumstances and shall endeavor to reach agreement on any adjustments to remuneration and time for provision the *Additional Services*. Such agreement shall be recorded in writing.
- 3.2.3. If there is no objection on the part of the *Owner* in a reasonable timeframe to provide the *Additional Services*, the *Consultant* is entitled to proceed with the *Additional Services*. There is no liability to the *Owner* for any *Additional Services* when the *Owner* has not been notified of the need for the *Additional Services*.
- 3.2.4. Failing agreement under paragraph 3.2.2 and subject to paragraph 3.2.5, the *Consultant* shall have no liability with respect to that which would have been an *Additional Service*.
- 3.2.5. Where the *Consultant* considers emergency services to be necessary to meet the *Consultant's* professional obligations under paragraph 2.1.2, the *Consultant* shall advise the *Owner* and provide the *Additional Services* and shall be at liberty to pursue recovery of the costs of such *Additional Services*.
- 3.2.6. If the *Owner* requires the *Consultant* to proceed with *Additional Services* before the *Consultant* agrees, or if the parties are unable to agree with respect to the *Additional Services*, the *Owner* may issue a *Notice in Writing* to proceed with the *Additional Services* prior to such agreement. If the *Consultant* believes that the *Additional Services* will increase or decrease the remuneration for *Professional Services* or *Contract Time*, the *Consultant* shall, within 5 *Working Days* of receiving such *Notice in Writing* or before carrying out the *Additional Services*, give written notice of its concerns and impacts to the *Owner*.
- 3.2.7. Any dispute unable to be resolved between the *Owner* and the *Consultant* with respect to *Additional Services* shall be resolved through GC7.1 – Dispute Resolution. The *Consultant* shall continue to provide all *Professional Services* not related to the *Additional Services* in dispute.

### **GC3.3 - Construction Administration**

- 3.3.1. GC3.3 – Construction Administration applies only when and to the extent that the *Owner* requires *Construction Administration Services* under Schedule A – Consultant's Scope of Professional Services.



- 3.3.2. The *Consultant* shall have authority to act on behalf of the *Owner* but only to the extent provided in the *Construction Administration Services*.
- 3.3.3. The duties, responsibilities, and limitations of authority of the *Consultant* as set forth in the *Construction Contract* shall be modified or extended only with the written consent of the *Owner*, the *Consultant*, and the *Contractor*.
- 3.3.4. The *Consultant* shall manage or shall be included in all *Notices in Writing*, instructions, requests, claims, or other communications between the *Owner* and the *Contractor* and between the *Owner* and any *Other Consultants*.
- 3.3.5. The *Consultant* shall have the authority to reject *Work* that does not conform to the requirements of the *Construction Contract*.
- 3.3.6. The *Consultant*:
- a) shall have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed, or completed;
  - b) shall have the authority to order minor adjustments in the *Work* that are consistent with the intent of the *Construction Contract*, when these do not involve an adjustment in the *Construction Cost* or an extension of the *Construction Contract Time*; and
  - c) shall comply with any health and safety precautions and programs related to the *Work*
- 3.3.7. In addition to those limitations outlined in paragraphs 2.1.14 and 2.1.15, the *Consultant* shall not:
- a) be required to provide *Professional Services* that involve modification of the *Construction Documents*, except as provided under GC 3.3.6.2;
  - b) be responsible to the *Owner*, the *Contractor* or any *Other Consultant* for the means, methods, techniques, sequences, procedures, and use of equipment for the *Project*, whether or not reviewed by the *Consultant*, which are employed by the *Contractor* or by an *Other Consultant* in executing, designing, or administering the *Work*; or
  - c) be responsible for commissioning and start-up of any facility or equipment, unless specified in the *Contract*.
- 3.3.8. The *Consultant*, if specified in Schedule A- *Consultant's Scope of Professional Services* and in the contracts among the *Owner* and *Other Consultants*, shall coordinate the activities of the *Other Consultants*.
- 3.3.9. No acceptance by the *Consultant* of the *Work* or of the services of the *Other Consultants*, whether express or implied, will relieve the *Contractor* or the *Other Consultants* from their responsibility to the *Owner* for the proper performance of the *Work* or their services.

- 3.3.10. *Shop Drawings* shall be reviewed by the *Consultant* only for the limited purpose of checking for general conformance with information given and the design concept expressed in the *Construction Documents*. The *Consultant's* review of *Shop Drawings* is not for the purpose of determining the feasibility or constructability of the *Work* detailed within the *Shop Drawings* or the accuracy or completeness of instructions for installation.

#### **GC3.4 - Payment Certification by the Consultant**

- 3.4.1. GC 3.4-Payment Certification By the Consultant applies only when and to the extent that the *Consultant* is required to issue payment certifications under Schedule A- Consultant's Scope of Professional Services.
- 3.4.2. The issuance of a certificate for payment shall constitute a representation by the *Consultant* to the *Owner*, based on the *Consultant's General Review* and on review of the *Contractor's* schedule of values and application for payment, that the *Work* has progressed to the value indicated, that to the best of the *Consultant's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the *Construction Contract*, and that the *Contractor* is entitled to payment in the amount certified.
- 3.4.3. The issuance of a certificate for payment shall not be a representation that the *Consultant* has made any examination to ascertain how and for what purpose the *Contractor* has used the monies paid by the *Owner*, or that the *Contractor* has discharged its legal obligations.

### **Part 4 - Payment**

#### **GC4.1 - Payment**

- 4.1.1. Payments for the *Consultant's* approved invoices shall be made as described in Article 5 of the Agreement-Payment and Schedule B – Reimbursable Expenses.
- 4.1.2. Any expenditure not defined in Schedule B – Reimbursable Expenses, which the *Consultant* intends to invoice as a *Reimbursable Expense*, shall be approved by the *Owner* in writing as a *Reimbursable Expense* prior to the expenditure being incurred.
- 4.1.3. If the scope of the *Professional Services* is changed through no fault of the *Consultant*, the fees shall be equitably adjusted as mutually agreed in writing.
- 4.1.4. If the *Professional Services* are to be provided under time-based rates and *Reimbursable Expenses*, the *Consultant* shall provide, prior to the commencement of the *Professional Services*, an estimate of the cost of the *Professional Services* to be provided. These costs shall be monitored and verified from time to time and when the billing reaches 60% of the estimated cost, the parties shall review the progress of the *Project* and make the necessary adjustments if deemed appropriate.
- 4.1.5. The *Consultant* shall maintain records of *Reimbursable Expenses* and time records for *Professional Services* provided for which the fee is computed on an hourly basis. These

records shall be maintained by generally accepted accounting principles and made available to the *Owner* at mutually convenient times during the term of the *Contract* and for a period not exceeding one year following completion of the *Professional Services*.

#### **GC4.2 - Percentage Based Fee**

- 4.2.1. GC4.2- Percentage Based Fee shall apply only when the *Consultant's* fee, or part thereof, is percentage-based as stated in Article 4 of the Agreement - Remuneration for the *Professional Services*.
- 4.2.2. The basis for calculating the percentage-based fee shall be as follows:
  - a) before a *Construction Cost Estimate* is available, the fee shall be based on the *Budget of the Work* at the time of the invoice;
  - b) after a *Construction Cost Estimate* is available, the fee shall be based on the *Construction Cost Estimate* at the time of the invoice; and
  - c) after the *Construction Contract* is entered into, the fee shall be based on the *Construction Cost* at the time of the invoice.
- 4.2.3. The fee shall not be subject to any retroactive adjustments based on increases or decreases to the *Budget of the Work* or the *Construction Cost Estimate* as the *Professional Services* progress.
- 4.2.4. If the *Owner* furnishes labour or material below market cost, the amounts upon which the fee is calculated shall be adjusted as if all labour and material were paid for at market prices at the time of construction.

### **Part 5 - Governing Principles**

#### **GC5.1 - Termination and Suspension**

- 5.1.1. The *Contract* shall terminate on the earliest of:
  - a) the date when the *Consultant* has provided all of the *Professional Services* as defined in the *Contract*; or
  - b) the date of termination if termination occurs in accordance with this GC5.1 - Termination and Suspension.
- 5.1.2. If a party is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate the *Contract* by giving that party or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 5.1.3. If the *Consultant* is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the *Owner* shall be entitled to take possession of the *Instruments of Service*, subject to

the rights of third parties, to finish the *Professional Services* by whatever method the *Owner* may consider expedient, but without undue delay or expense.

- 5.1.4. If the *Consultant* neglects to properly provide the *Professional Services* or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Consultant Notice in Writing* of such defect or deficiency in *Professional Services*, including failing to meet the time schedule agreed upon in the *Contract*, and instruct the *Consultant* to correct the defect or deficiency within the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 5.1.5. If the defect or deficiency cannot be corrected within the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Consultant* shall be in compliance with the *Owner's* instructions if the *Consultant*:
- a) commences the correction of the defect or deficiency within the specified time;
  - b) provides the *Owner* with an acceptable schedule for such correction; and
  - c) corrects the default in accordance with the *Contract* terms and within such schedule.
- 5.1.6. If the *Consultant* does not correct the defect or deficiency in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any rights or remedies the *Owner* may have, the *Owner* may:
- a) correct such defect or deficiency, and deduct the cost thereof from any payment then or thereafter due to the *Consultant*;
  - b) terminate the *Consultant's* right to continue providing the *Professional Services*, in whole or in part; or
  - c) terminate the *Contract*.
- 5.1.7. Such termination shall not relieve the *Owner* of the obligation to pay for *Professional Services* properly provided and *Reimbursable Expenses* properly incurred by the *Consultant* up to the date of termination and in the manner provided in the *Contract*.
- 5.1.8. If the *Owner* terminates the *Consultant's* right to continue with the *Professional Services* as provided in paragraphs 5.1.6(b) and 5.1.6(c), the *Owner* shall be entitled to withhold further payment to the *Consultant*, and:
- a) take possession of the *Instruments of Service*, subject to the rights of third parties; finish the *Professional Services* by whatever method the *Owner* may consider expedient, but without undue delay or expense; and
  - b) charge the *Consultant* the amount by which the full cost of finishing the *Professional Services* exceeds the unpaid balance of the fees and *Reimbursable Expenses*; however, if such cost of finishing the *Professional*

*Services* is less than the unpaid balance of the fees and *Reimbursable Expenses*, the *Owner* shall pay the *Consultant* the difference.

If the *Owner* is in default in the performance of any of the *Owner's* obligations under the *Contract*, including but not limited to the non-payment of fees and *Reimbursable Expenses* of the *Consultant* in the manner provided in the *Contract*, the *Consultant* may provide a *Notice in Writing* to the *Owner* that the default must be corrected.

- 5.1.9. If the *Owner* does not correct the default within 5 *Working Days* after receipt of such *Notice in Writing*, or if the default, other than a default in payment, cannot be corrected within those 5 *Working Days*, or if the *Owner* does not commence correction within such 5 *Working Days* or provide the *Consultant* with an acceptable schedule for such correction and correct the default within such schedule, the *Consultant* may suspend or terminate the *Contract* upon further *Notice in Writing* to the *Owner*.
- 5.1.10. If the *Owner* is unwilling or unable to proceed with the *Project*, the *Owner* may suspend or terminate the *Contract* by *Notice in Writing* sent to the *Consultant*. Upon receipt of such *Notice in Writing*, the *Consultant* shall not provide further *Professional Services* other than those reasonably necessary to suspend or terminate that portion of the *Project* for which the *Consultant* is responsible.
- 5.1.11. If the *Owner* suspends performance of the *Professional Services* at any time for more than 30 consecutive or non-consecutive calendar days through no fault of the *Consultant*, the *Consultant* may terminate the *Contract* upon providing a *Notice in Writing* to the *Owner*.
- 5.1.12. If the *Contract* is terminated under any of the conditions set out in paragraphs 5.1.8 to 5.1.10, the *Consultant* shall be entitled to be paid for all *Professional Services* provided and *Reimbursable Expenses* incurred, and for such demonstrable costs the *Consultant* may have sustained as a result of the termination.

## **GC5.2 - Ownership and Use of Documents, Patents, and Trademarks**

- 5.2.1. The *Instruments of Service* are the property of the *Consultant*, whether the *Project* is completed or not. The *Consultant* reserves the copyright therein and, in the *Work*, performed therefrom. The *Owner* is entitled to keep a copy of the *Instruments of Service* for its records.
- 5.2.2. The *Consultant* retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the *Professional Services* or from the *Instruments of Service* which are developed or first reduced to practice by the *Consultant* in the provision of the *Professional Services*. The *Owner* shall not use, infringe, or appropriate such proprietary rights without the prior written consent and compensation of the *Consultant*.
- 5.2.3. Provided the fees and *Reimbursable Expenses* of the *Consultant* are paid, the *Owner* shall have a non-exclusive license to use any proprietary *Instruments of Service* which relates to or results from the *Professional Services* and solely for purposes of constructing, using, maintaining, altering, and adding to the *Project*.

- 5.2.4. Any *Instruments of Service* developed by the *Consultant* under the *Contract* shall not infringe the patent, copyright, trademark, or other intellectual property rights of another person. The *Consultant* shall indemnify the *Owner* against claims and costs (including legal costs) associated with the *Consultant's* infringement.
- 5.2.5. The *Consultant* shall retain the original of the *Instruments of Service* and of those parts of the *Construction Documents* which are generated by the *Consultant*, including computer-generated designs relating thereto, but excluding any physical models or graphic presentations specifically commissioned and paid for by the *Owner*.
- 5.2.6. Use of the *Instruments of Service* by the *Owner* for purposes other than in connection with the *Project* without notifying the *Consultant* and without the *Consultant's* prior written consent is done so at the sole risk of the *Owner*. The *Owner* shall indemnify the *Consultant* against claims and costs (including legal costs) associated with the *Owner's* improper use. The *Consultant* shall not be responsible for the consequences of any such improper use. The *Consultant* shall be entitled either to compensation for such improper use or to prevent such improper use, or to both.
- 5.2.7. If the *Owner* alters the *Instruments of Service* without notifying the *Consultant* and without the *Consultant's* prior written consent, the *Owner* shall indemnify the *Consultant* against claims and costs (including legal costs) associated with such improper alteration. The *Consultant* shall not be responsible for the consequences of any such improper alteration.
- 5.2.8. The *Owner* may not use the *Instruments of Service* without having paid the fees and *Reimbursable Expenses* of the *Consultant*.  
  
The *Consultant* is entitled to injunctive relief if the *Consultant* is not being paid for the *Instruments of Service*.
- 5.2.9. If building information modelling (BIM) is used for the *Project*, and the standard BIM Contract Appendix published by the Institute for BIM in Canada (IBC) is appended to the *Contract*, copyright for the model and model elements shall be as set out in the BIM Contract Appendix.

**GC5.3 - Codes, Acts, and By-Laws**

- 5.3.1. The *Consultant* shall interpret building codes and by-laws as they apply to the *Project* at the time of design to the best of the *Consultant's* ability. As the *Work* progresses, codes, acts, and by-laws may change, or the interpretation by an authority having jurisdiction may differ. In this event, the *Owner* shall compensate the *Consultant* for any additional *Professional Services* required in order to have the *Work* conform to such changes or interpretations of the authority having jurisdiction.

**GC5.4 - Confidentiality and Identification**

- 5.4.1. Where a confidentiality agreement exists, or as the *Owner* or *Consultant* otherwise expressly identify and require, each party to the *Contract* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the

performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective *Subconsultants* or *Other Consultants*.

- 5.4.2. The *Consultant* shall be identified on *Project* signage and promotional material whenever other *Project* design professionals are mentioned. The *Consultant* may refer to the *Project* in the *Consultant's* promotional material with the *Owner's* prior written consent.

## Part 6 - Insurance and Liability

### GC6.1 - Insurance

- 6.1.1. All policies of insurance shall be written by insurers adequately licensed to underwrite insurance in the jurisdiction where the *Project* is located.
- 6.1.2. The *Consultant* shall carry professional liability insurance under a policy that insures the *Professional Services*, and that:
- a) has limits of not less than \$2,000,000 per claim and with an aggregate limit of not Less than \$2,000,000 within any policy year, and a deductible not exceeding \$50,000, which shall be the responsibility of the *Consultant*; and
  - b) is maintained continuously from the commencement of the *Professional Services* for a period of 2 years after the completion of the *Professional Services*.
- 6.1.3. The *Consultant* shall carry from the date of commencement of the *Professional Services* for a period of 2 years, or to the completion of the *Project*, whichever comes later:
- a) Commercial General Liability Insurance with limits of not less than \$5,000,000 per occurrence;
  - b) Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence; and
  - c) If owned or non-owned aircraft and watercraft are used directly or indirectly in the provision of the *Professional Services*, Aircraft and Watercraft Liability Insurance with limits of not less than \$2,000,000 per occurrence.
- 6.1.4. The *Consultant* shall require all *Subconsultants* engaged by the *Consultant* to carry professional liability insurance consistent with those required under the *Contract*.
- 6.1.5. The *Consultant* shall provide evidence of the insurance required in GC6.1 – Insurance prior to the commencement of the *Professional Services* and shall include the *Owner* as "Additional Insured" with respect to the commercial general liability insurance policy, and note the coverage provided by the insurance policies shall not be cancelled without 30 calendar days' prior *Notice in Writing* to the *Owner*.

## GC6.2 - Indemnification and Limitation of Liability

- 6.2.1. Subject to the limitations of liability set out in the *Contract*, each party shall indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs resulting from:
- a) a breach of contractual obligations under the *Contract* by the indemnifying party or anyone for whom that party is responsible; or
  - b) negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible.
- 6.2.2. The *Consultant's* liability for claims which the *Owner* has or may have against the *Consultant* or the *Consultant's* employees, agents, representatives, and *Subconsultants* under the *Contract*, whether these claims arise in contract, tort, negligence or under any other theory of liability, shall be limited, notwithstanding any other provision of the *Contract*:
- a) to claims made by *Notice in Writing* within a period of 6 years after completion of the *Professional Services* or within such shorter period as may be prescribed by any limitation or statute in the jurisdiction in which the *Project* is located;
  - b) in respect to losses of the type for which insurance is to be provided pursuant to GC6.1 - Insurance, limited to the insurance proceeds recovered under the applicable policy of insurance required in the *Contract*, or that which would have been recovered but for the *Consultant's* failure to maintain such insurance, in no event to exceed the minimum insurance limits of the applicable policies of insurance defined in this *Contract*; and
  - c) in respect to losses of the type for which insurance is not required to be provided in accordance with GC6.1 - Insurance, limited to the total amount of the *Consultant's* fee and reimbursable expenses, or \$250,000, whichever is greater.
- 6.2.3. Notwithstanding the foregoing, the limitation of liability shall not apply to third parties asserting claims, for bodily injury, sickness, disease (including death), or destruction of tangible property, against either of the parties.
- 6.2.4. Neither party is liable to the other party in relation to the *Contract*, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for consequential or indirect loss or damages, including without limitation, loss of profits, loss of revenue or loss of anticipated business incurred by other party.
- 6.2.5. The obligation of either party to indemnify the other as set forth in paragraphs 6.2.1 and 6.2.2 shall be inclusive of interest and all legal costs.
- 6.2.6. The *Consultant* shall not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, product literature or written documentation.



- 6.2.7. Where the *Consultant* is a corporation or partnership, the *Owner* and *Other Consultants* shall limit any claim they may have to the corporation or partnership, without liability on the part of any officer, director, member, employee, or agent of such corporation or partnership.
- 6.2.8. The *Consultant* is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal, or disposal of hazardous substances at or adjacent to the *Place of the Work*, unless specified in Schedule A- *Consultant's Scope of Professional Services*, or for the exposure of persons, property, or the environment to hazardous substances at or adjacent to the *Place of the Work*.
- 6.2.9. This indemnification and limitation of liability shall survive the *Contract*.
- 6.2.10. The *Consultant* shall not be liable, in contract nor in tort, for:
- a) any changes made by the *Owner*, the *Contractor*, or other third parties to the *Consultant's* design or to the *Construction Documents*;
  - b) acts, omissions, or errors of *Other Consultants*; or
  - c) the result of any finding or interpretation with the *Construction Documents* rendered by *Other Consultants* in accordance with the *Construction Documents*.

## Part 7 - Dispute Resolution

### GC7.1 - Dispute Resolution

- 7.1.1. Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes.
- 7.1.2. The *Owner* and the *Consultant* shall make all reasonable efforts to resolve disputes by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information, and documents, to facilitate these negotiations.
- 7.1.3. In the event of an unresolved dispute, one party sends a *Notice in Writing* of dispute to the other party, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract*.
- 7.1.4. After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 7.1.3, the mediated negotiations shall be conducted, and a Project Mediator appointed, in accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect on the date of the *Contract*.

- 7.1.5. If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner* and the *Consultant*.
- 7.1.6. By giving a *Notice in Writing* to the other party, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 7.1.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect on the date of the *Contract*. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 7.1.7. On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 7.1.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 7.1.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 7.1.8. If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 7.1.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 7.1.6 shall be
- a) held in abeyance until
    - i. the *Contract* has been terminated; or
    - ii. the *Consultant* has abandoned the *Professional Services*, whichever is earlier; and
  - b) consolidated into a single arbitration under the rules governing the arbitration under paragraph 7.1.6.
- 7.1.9. The paragraphs in GC7.1 – Dispute Resolution shall survive suspension or termination of the *Contract*.
- 7.1.10. Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

## **GC7.2 - Severability**

- 7.2.1. If any provision of the *Contract* is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the *Contract* and the other provisions of the *Contract* shall remain in full force and effect.

## Schedule A – Consultant’s Scope of Professional Services

<p>Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i>.</p>	<p>Services not in the <i>Contract</i></p>	<p>Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)</p>	<p>Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)</p>	<p>Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)</p>	<p><b>Other</b> (paragraph 4.2.4 of Article 4)</p>
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### 1. Advisory Services

The *Consultant* shall:

a. Prepare and periodically update a <i>Construction Cost Estimate</i> and <i>Construction Contract Time</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Assist in the preparation of pre-construction <i>Project</i> operating cost budgets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepare for and attend a public participation or information program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Prepare for and participate in value analysis program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Prepare reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Prepare operational studies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Prepare and deliver renderings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Prepare and deliver physical models	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Prepare and deliver digital models	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Provide technical representation at meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Prepare specified alternative designs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Calculate quantities of <i>Work</i> to be performed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i>.</p>	<p>Services not in the <i>Contract</i></p>	<p>Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)</p>	<p>Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)</p>	<p>Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)</p>	<p><b>Other</b> (paragraph 4.2.4 of Article 4)</p>
<p>m. Prepare <i>Project</i> commissioning and start-up procedures</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>n. Prepare applications and supporting documents for payments in connection with the <i>Project</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>o. Assist in obtaining required approvals, licenses, and permits from governmental authorities having jurisdiction over the <i>Project</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>p. Arrange for the translation of documents into a language other than the language of the <i>Contract</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>q. Arrange for special testing of the <i>Work</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>r. Investigate specified conditions (such as failures, accidents, groundwater and drainage issues, stability, etc.)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>s. Assist in litigation, arbitration, negotiation, adjudication, or other legal or administrative proceedings on behalf of the <i>Owner</i> and all necessary preparation in respect thereof</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>t. Prepare and deliver peer review of documents provided by <i>Other Consultants</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>u. Be, in the first instance, the interpreter of the requirements of the <i>Construction Documents</i>, and shall make written interpretations and findings that are impartial and consistent with the intent of the <i>Construction Documents</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>v. Other: Click or tap here to enter text.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 2. Project Initiation Services

The *Consultant* shall:

Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i> .	Services not in the <i>Contract</i>	Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)	Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)	Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)	<b>Other</b> (paragraph 4.2.4 of Article 4)
a. Prepare a <i>Project</i> implementation program based upon the <i>Owner’s</i> written instructions regarding the <i>Project</i> requirements, the <i>Budget of the Work</i> , and the <i>Owner’s</i> time constraints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Prepare a statement of requirements and <i>Project</i> design criteria to be used in the design process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Coordinate the work of <i>Other Consultants</i> (where the <i>Consultant</i> is the lead professional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Prepare specific <i>Project</i> feasibility studies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Arrange for expert and specialist studies for use in conceptual, preliminary, and detailed design and review services phases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Prepare environmental assessments and impact studies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Review studies and reports prepared by others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Review environmental assessments and impact studies prepared by others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Review geotechnical reports prepared by others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Assist in obtaining approvals from authorities having jurisdiction over the <i>Project</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Other: Click or tap here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 3. Conceptual Design and Review Services

The *Consultant* shall:

<p>Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i>.</p>	<p>Services not in the <i>Contract</i></p>	<p>Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)</p>	<p>Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)</p>	<p>Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)</p>	<p><b>Other</b> (paragraph 4.2.4 of Article 4)</p>
a. Review the statement of requirements provided by the <i>Owner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Analyze information provided by the <i>Owner</i> , including conditions or methods of operations, technical and economic feasibility, location of the <i>Project</i> , and similar matters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Establish the size, capacity, location, method of operation, and other principal features which form the basis for the design of a proposed <i>Project</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Analyze expert and specialist studies prepared in support of the conceptual design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Evaluate alternatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Prepare concept sketches and develop specification notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Prepare <i>Project</i> brief outlining the relevant criteria to be followed in preliminary and detailed <i>Professional Services</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Submit conceptual design and <i>Project</i> brief for review and approval by the <i>Owner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Confirm <i>Budget of the Work</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Other: Click or tap here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**4. Preliminary Design and Review Services**  
The *Consultant* shall:

Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i> .	Services not in the <i>Contract</i>	Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)	Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)	Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)	<b>Other</b> (paragraph 4.2.4 of Article 4)
a. Review information from any <i>Other</i> Consultants to carry out duties and responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Prepare preliminary design, including drawings, digital models or sketches illustrating and defining the design concept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepare specification outlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Prepare preliminary design report covering alternatives, preliminary sketches, and outline specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Prepare documents in support of applications for approval from authorities having jurisdiction over the Project or designated specific aspects of the <i>Project</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Submit preliminary design report for review and approval by the <i>Owner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Confirm <i>Budget of the Work</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: Click or tap here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**5. Detailed Design and Review Work**  
The *Consultant* shall:

Indicate with a "x" in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i> .	Services not in the <i>Contract</i>	Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)	Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)	Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)	<b>Other</b> (paragraph 4.2.4 of Article 4)
a. Prepare <i>Instruments of Service</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Prepare bill of quantities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepare documents in support of applications for approval from authorities having jurisdiction for the <i>Project</i> or designated specific aspects of the <i>Project</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Submit <i>Instruments of Service</i> for review and approval by the <i>Owner</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Prepare and submit <i>Construction Documents</i> for review and approval by the <i>Owner</i> (where the <i>Consultant</i> is the lead professional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Review <i>Construction Documents</i> prepared by others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Confirm <i>Budget of the Work</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: Click or tap here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**6. Construction Administration Professional Services**  
The *Consultant* shall:

Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i> .	Services not in the <i>Contract</i>	Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)	Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)	Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)	<b>Other</b> (paragraph 4.2.4 of Article 4)
a. Conduct <i>General Review</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Manage or be included in all communications between the <i>Owner</i> and the <i>Contractor</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Attend meetings necessary to the coordination of design, construction administration <i>Professional Services</i> , and the performance of the <i>Work</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Prepare and distribute notices of change, change orders, and other necessary <i>Project</i> documentation during the performance of the <i>Work</i> (where the <i>Consultant</i> is the lead professional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Obtain advice, data, and other information from <i>Other Consultants</i> when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Review <i>Shop Drawings</i> in accordance with paragraph 3.3.10 of GC3.3 – Construction Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Monitor compliance with the program of construction reviews and testing which may be required by the <i>Consultant</i> or imposed by law in connection with the performance of the <i>Work</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Interpret <i>Construction Documents</i> (where the <i>Consultant</i> is the lead professional and if so provided in the <i>Construction Contract</i> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Evaluate <i>Contractor’s</i> applications for payment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Certify <i>Contractor’s</i> applications for payment, subject to GC3.4 – Payment Certificate by the <i>Consultant</i> (where the <i>Consultant</i> is the lead professional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i>.</p>	<p>Services not in the <i>Contract</i></p>	<p>Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)</p>	<p>Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)</p>	<p>Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)</p>	<p><b>Other</b> (paragraph 4.2.4 of Article 4)</p>
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k. Review of an application for <i>Ready-for-Takeover</i> , noting defects and deficiencies observed in the <i>Work</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Verify the validity of the <i>Contractor’s</i> application for <i>Ready-for-Takeover</i> (where the <i>Consultant</i> is the lead professional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Review correction of defects and deficiencies observed in the <i>Work</i> when completed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. At the end of the <i>Project</i> , compile and deliver to the <i>Owner</i> a reproducible set of updated record documents including data provided by the <i>Contractor</i> , <i>Other Consultants</i> , or other parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Notify the <i>Contractor</i> in writing of those items requiring attention by the <i>Contractor</i> to complete the construction in accordance with the <i>Contact Documents</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Do a final <i>General Review</i> and report upon notification by the <i>Contractor</i> to complete the construction in accordance with the <i>Construction Documents</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
q. Prepare record drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. Other: Click or tap here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**7. On-Site Professional Services**

The *Consultant* shall:

<p>Indicate with a “x” in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i>.</p>	<p><i>Services not in the Contract</i></p>	<p>Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)</p>	<p>Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)</p>	<p>Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)</p>	<p><b>Other</b> (paragraph 4.2.4 of Article 4)</p>
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<p>a. Arrange for reference surveys for use in the <i>Contractors</i> layout of the <i>Work</i> (not including surveys of legal property boundaries)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>b. Review <i>Contractor’s</i> surveys and layout</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>c. Conduct regular site reviews of the <i>Work</i> to ascertain if the reviewed <i>Work</i> is in general conformance with the <i>Construction Documents</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>d. Arrange for field-testing and inspection of materials and equipment for <i>Owner’s</i> quality assurance program</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>e. Investigate, report, and provide recommendations on unusual circumstances that arise during the <i>Project</i> implementation</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>f. Maintain sufficient data to outline current progress of the <i>Work</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>g. Other: Click or tap here to enter text.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8. Post Construction Professional Services

The *Consultant* shall:

<p>Indicate with a "x" in the appropriate column for each task listed below, including tasks not in the <i>Contract</i> and method of remuneration for tasks in the <i>Contract</i>.</p>	<p>Services not in the <i>Contract</i></p>	<p>Included in <b>fixed fee</b> (paragraph 4.2.1 of Article 4)</p>	<p>Included in <b>percentage fee</b> (paragraph 4.2.2 of Article 4)</p>	<p>Fee on <b>time-based</b> rates (paragraph 4.2.3 of Article 4)</p>	<p><b>Other</b> (paragraph 4.2.4 of Article 4)</p>
<p>a. Provide commissioning and start-up assistance</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>b. Collect and organize operating and maintenance manuals</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>c. Identify deficiencies during the warranty period at the Owner's request</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>d. Assist in facility management or operations after commissioning a start-up</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>e. Prepare operating or maintenance manuals, operating drawings, or charts</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>f. Other: Click or tap here to enter text.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
19/18	May 22, 2018	v	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.

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

# The Corporation of the Town of Tecumseh

## By-Law Number 2024-103

Being a by-law to confirm the proceedings of the November 26, 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 November 26, 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 November 26, 2024, meeting referred to in paragraph 1 of this By-law.
3. **That** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to give effect to the action(s) taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

**Read** a first, second, third time and finally passed this 26th day of November, 2024.

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Gary McNamara, Mayor

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Robert Auger, Clerk